



Taylor, Alma (A.)

From: Hamilton, Steven (S.C.)
Sent: Friday, April 10, 2015 9:04 AM
To: Hamilton, Steven (S.C.)
Subject: Report Summary for the CQIS Report#FDHE5004

Attachments : 0

Report# : [REDACTED] **Received:** 04/08/2015
CCRG/EPRC: [REDACTED] **Reviewed Status:** **Date:**
Vehicle: 2014,EXPLORER 4X4 (U1502),SPORT,4 DOOR,MPV **Build Date:** 11/01/2013
,JFM5K8GT3EG, [REDACTED]
Odometer : 14,810 **Engine:** 3.5L- **Calibration:** EUB1GN0A
GTD1
Transmission: 6F55 **Axle:** **A/C:** YES
Dealer: USA 03717 Crown Ford, Inc. **Phone#:** 516-599-
0600
City: Lynbrook **State:** New **Country :** USA
York
Originator: Gary DeSola
Symptom: 4 47 1 39 ST/RN/MV,ODOR,CHEMICAL,INTERMITTENT
Status:
VFG: V53 EXHAUST SYSTEM FUNCTION
Additional
Symptom: C/S CO in cabin
Fix: **Causal Component :**
Condition Code:
Hotliner: SRAINA1 **Phone:** **Regn Cd:** M7 Northeast
Engineering: **Phone:** **TAR:**
Dlr Contact: Gary DeSola **Phone:** **Title Cde:** SM

DTCs:

KOEO:

KOEC:

KOER:

Comments :

CONCER 04/08/2015 11:14AM SIDHARTHA RAINA MSS - FCSD - TECH SVC HOTLINE

Web Form Data Description of Vehicle Concern: customer states carbon monoxide odor in vehicle cabin after driving 10 minutes. customer states girlfriend became ill and is in hospital. Please list

any diagnostics already performed: no repairs as of yet Parts Replaced: part for tsb on order Your Question: we are ordering parts for tsb 14-0130 but there is no mention of carbon monoxide in tsb. is there a test we should perform customer states this is a known problem

RECOMM 04/08/2015 11:14AM SIDHARTHA RAINA MSS - FCSD - TECH SVC HOTLINE

Gary, 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. U.S. dealerships should complete a "dealer/fleet request for OGC (office of general counsel) review" found on fmcdealer.com -> Parts & Service Tab -> Customer satisfaction link. Note: the Technical Assistance Center will not be able to provide further assistance with this issue until after the OGC review.

ADD-ON 04/08/2015 11:14AM SIDHARTHA RAINA MSS - FCSD - TECH SVC HOTLINE

Article ISM 1207003 REPORTED FIRE, ACCIDENT, INJURY, PROPERTY DAMAGE &/OR BURN HAS OCCURRED DUE TO AN ALLEGED PRODUCT DEFECT

CONCER 04/09/2015 03:14PM SIDHARTHA RAINA MSS - FCSD - TECH SVC HOTLINE

Outbound call to Crown Ford per TL Dave Rowe's instructions to inform him that OGC has cleared the vehicle. Spoke with Service Writer Gary DeSola and advised him to proceed with TSB 14-0130. Gary was wondering why OGC cleared the vehicle since the woman went to the hospital. He left a message with OGC for a callback.

RECOMM 04/09/2015 03:14PM SIDHARTHA RAINA MSS - FCSD - TECH SVC HOTLINE

Gary, Per our conversation, since OGC has cleared this vehicle, please proceed with [TSB 14-0130](#) to address this condition. Please ensure that all steps of the TSB procedure are closely followed.

ADD-ON 04/10/2015 09:03AM STEVE HAMILTON MSS - FCSD - VSP C/P SVC ENG

RECONTACTED BY OGC. OGC IS OPENING A CLAIM SINCE DEALER INFORMED THEM CUSTOMER WAS INJURED AND HOSPITALIZED FOR CARBON MONOXIDE POISING.

PRIVILEGED AND CONFIDENTIAL

This e-mail may contain privileged communications.

If you have received it in error, please delete it immediately and notify the sender.

From: Ordcalp, F (F.)
Sent: Wednesday, April 08, 2015 11:40 AM
To: Clark, Jessica (J.E.)
Subject: FW: Dealer/Fleet Request for OGC Review

From: DCPFORM, FMCDealer (.)
Sent: Wednesday, April 08, 2015 11:39:54 AM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: gdesola@crowfordonline.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: Crown Ford Inc

Requesting Dealer Fleet: Crown Ford

PA Code: 03717

Contact Person: Gary DeSola

Title: service manager

Phone Number: 5165990600

Fax Number: 5165937655
Email: gdesola@crownfordonline.com
Region: New York
Address: 420 Merrick Rd
City: Lynbrook
State: New York
Zip Code: 11563

CUSTOMER VEHICLE INFORMATION:

WSD: 11/16/2013
Vehicle Year: 2014
Vehicle Model: Explorer
Vehicle VIN: 1FMSK8GT3E0
Mileage: 14810
customer Fleet Name:
Street Address:
City : Deer Park
State : New York
Zip Code :
Home Phone:
Work Phone:

Customer Region: New York

DETAILS OF INCIDENT:

Medical Attention Sought:
Date of Incident: 2015-04-07
County incident occurred: suffolk
Is customer alleging a component defect CAUSED the incident? YES
Details: states exhaust fumes entering vehicle cabin
Was a police report filed? YES
Details : suffolk
Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: Crown Ford

Attorney information:

CVO Contact:

Resolution Customer is seeking: vehicle repaired or replaced

Comments:



2

COHEN / PLACITELLA / ROTH PC
ATTORNEYS AT LAW

CHRISTOPHER M. PLACITELLA
cplacitella@cprlaw.com

MICHAEL COREN
mcoren@cprlaw.com

JARED M. PLACITELLA
jmpacitella@cprlaw.com

RECEIVED
MAY 22 2015

VIA CERTIFIED MAIL

May 18, 2015

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

OGC Lit
Consumer Claims

MAY 26 2015

Re: Our Clients [REDACTED]

Gentlemen:

This office represents [REDACTED] Jr. and Mr. [REDACTED] of Middletown, New Jersey. Mr. [REDACTED] and Mrs. S. [REDACTED] are current co-leaseholders of a 2014 Ford Explorer, which was acquired from George Wall Ford Lincoln – an authorized Ford dealership – located in Red Bank, New Jersey.

This letter is to put Ford Motor Company on notice that at the time of their lease, Mr. and Mrs. [REDACTED]'s 2014 Ford Explorer was manufactured and then delivered to them in a dangerous and defective condition because the vehicle's exhaust and/or HVAC systems permit noxious odors, exhausts and other gases, including toxic carbon monoxide, to enter the passenger compartment of the vehicle under normal use. Mr. [REDACTED] has taken the vehicle back to the Ford dealer several times complaining of this fume entry problem. The dealer's efforts to fix the problem to date have been unsuccessful. We understand that the reasons these efforts are not successful are attributable to defects and malfunctions in the vehicle and its components, and that such defects and malfunctions are epidemic to the current generation of Ford Explorer introduced in the 2011 model year (as well an unresolved problem in other Ford Motor Company product lines built on the same platform as the Ford Explorer). We also understand that Ford has



May 18, 2015
Page 2

been aware of the cabin fume problem for some time, but sold and continues to sell and lease the Ford Explorer vehicles (and similar models) to the public without disclosure of the issue.

Consequently, on Mr. and Mrs. [REDACTED]'s behalf, as well as a class of similarly situated New Jersey consumers, we are providing final and pre-suit notice to you pursuant to N.J. Stat. § 12A:2-607(3)(a) and similar provisions of the Uniform Commercial Code that Ford Motor Company is in breach of its express and implied warranties and other obligations, including New Jersey's Lemon Law, and because of this breach and failure to cure, a suit may be filed on behalf of Mr. and Mrs. [REDACTED] their own right as well as on behalf of others similarly situated.

Please address all future communications regarding this matter to the firm of Cohen, Placitella & Roth, P.C.

Sincerely,

COHEN, PLACITELLA & ROTH, P.C.

/s/ Christopher M. Placitella
Christopher M. Placitella, Esq.
cplacitella@cplaw.com

/s/ Michael Coren
Michael Coren, Esq.
mcoren@cplaw.com

/s/ Jared M. Placitella
Jared M. Placitella, Esq.
jmplacitella@cplaw.com

127 Maple Ave
Red Bank, New Jersey 07701
(Tel): (732) 747-9003
(Fax): (732) 747-9004

c [REDACTED]



*****Note to Dealer*****

*****DO NOT PUT THE VEHICLE IN STORAGE OR PROVIDE LOANERS WITHOUT THE APPROVAL OF THE OFFICE OF THE GENERAL COUNSEL*****

*****NOTE: SEND AUTHORIZATION REQUEST TO FORDCALP@FORD.COM*****

*****ONCE WE ARE IN RECEIPT OF ALL THE REQUESTED INFORMATION, IT WILL BE THOROUGHLY REVIEWED AND THE CUSTOMER WILL BE NOTIFIED OF OUR DECISION*****

*****EVALUATIONS MAY TAKE UP TO 90 DAYS*****

From: DCPFORM, FMCDealer (-)
Sent: Monday, January 11, 2016 11:09:00 AM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: DAVE@HIGHLANDPARKFORD.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: Highland Park Ford Lincoln

Requesting Dealer Fleet: HIGHLAND PARK FORD

PA Code: 10518

Contact Person: DAVE SANDERSON

Title: SERVICE MANAGER

Phone Number: 8474337200

Fax Number:

Email: DAVE@HIGHLANDPARKFORD.COM

Region: CHICAGO

Address: 1333 PARK AVE W.

City: HIGHLAND PARK

State: Illinois

Zip Code: 60035

CUSTOMER VEHICLE INFORMATION:

WSD: 12/28/2015

Vehicle Year: 2016

Vehicle Model: EXPLORER

Vehicle VIN: JFM5K8HT3C

Mileage: 1268

customer Fleet Name:

Street Address:

City : WINNETKA

State : Illinois

Zip Code :

Home Phone:

Work Phone:

Customer Region: CHICAGO

DETAILS OF INCIDENT:

Injury

Date of Incident: 2016-01-08

County incident occurred: COOK

Is customer alleging a component defect CAUSED the incident? YES

Details: CUSTOMER STATED THAT THE VEHICLE HAS A FUEL SMELL AND HIS WIFE GETS A HEADACHE FROM IT AND HIS CHILDREN THROUGH UP FROM IT.

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: AT OUR DEALERSHIP

Attorney information:

CVO Contact:

Resolution Customer is seeking:

Comments:

13 2 16
February 16, 2015

Joe Krupa
Product Claims Analyst

OGC Lit
Product Claims

RE: 2016 Explorer
VIN:1FM5K8HT3GG [REDACTED]

Dear Mr. Krupa

I ordered a 2016 Ford Explorer Platinum on November 2, 2015 at Highland Park Ford with a \$2,000.00 deposit.

The vehicle arrived on December 23, 2015. Upon my initial inspection I found 3 defects; on both rear passenger doors the rubber stripping was not intact. The ceiling vent in the rear of the cabin on the right passenger side was hanging down from the ceiling and stuck in the closed position. I showed my salesperson Suzanne these problems and I was assured that these issues would be fixed.

On December 28, 2015 I inspected the vehicle again to see that the aforementioned problems were not repaired much to my disappointment. The quality control from the factory was shoddy and the quality control from the dealership was second rate. This is not how I anticipated the purchase of my 2nd vehicle from this dealership to be handled.

I took delivery of the vehicle on December 28, 2015 with promise that the parts were ordered from the factory and my new car would be perfect. The owner of the dealership and the service department told me "these things happen all the time from the factory".

During the week that I was driving my new car while the parts were on order from the factory; I transported my wife and my young children in the car. We noticed an odor, **Fumes from the muffler**. I immediately notified the service department and the salesperson and the owner of Highland Park Ford. They unanimously stated that it was a "NEW CAR SMELL", and they all suggested that I drive the car for one thousand miles. As per the suggestion I did drive the car, and during the 985 miles that I put on the car my wife and I experienced headaches and dizziness after being in the car for a length of time. I took the car for an extensive detailing to remove the "NEW CAR SMELL". I continued driving the car as I was guided by the dealership. I took my family; wife and my children on an extended drive: 90 minutes each way. My children were experiencing symptoms of nausea, headache and dizziness upon arrival of our destination. On the return 90 minute drive home my son, age 6 was complaining of extreme nausea and was violently ill. We were all feeling quite sick. My son cried and said he didn't want to get back into our new car because it smelled bad. We were delayed more than an hour on the return trip home. I drove with all windows and sunroof open on a bitterly cold night just so I knew that we were breathing fresh air.

That very next day I returned to the dealership to request a service person to drive with me to confirm the odor in the car. I had to persuade them to sit in the car. The service man named Jonathon confirmed, he too smelled the odor. I was again told to drive the car for another 1,500 miles. I refused to place my family and myself in a vehicle that was unsafe and unhealthy.

I wanted to return the car and cancel the deal. I had however already paid 60% of the car in cash. When I stated that I wanted to return the car and get a full refund the owner of the dealership began to pay attention to difficulties with everything. The owner stated that this was the first time he had ever heard of the fumes

backing up into the interior cabin of the car. I presented documentation to the owner of the dealership that there was a "CLASS ACTION" lawsuit ongoing in New Jersey for the same exhaust issues I was experiencing with my brand new custom ordered 2016 Ford Explorer Platinum.

The service department did not use any Carbon Monoxide detector, or any other device to monitor any readings or measurements of the air quality in the main cabin of the car. They sat in the car and said, "Yes we smell it." The lack of professionalism was appalling. I requested a written report of the findings and a copy of the of the claim and as of today February 9, 2016 I have not received any documentation. Nor do I have my new car.

I am paying financing on this car, plus insurance for a car that is not in my possession. My payment for the car is due and will be paid on time. I am doing my part. I feel violated in having a situation like this, people putting miles on my new car instead of me enjoying driving my new car myself.

I have now learned that after much research the dealership has informed me of a recall on an exterior heating vent on the lower back left side of the car. That is the part that needs to be replaced.

I am looking for financial compensation and total assurance that the car is safe. If this problem arises again, I will be able to return the vehicle to the factory and receive full repayment of the purchase price.

I anticipate a prompt response to my letter with a solution to this matter.



Report Summary

Page 1 of 2

Report# : [REDACTED] **Received:** 02/17/2016
CCRG/EPRC: [REDACTED] **Reviewed Status:** **Date:**
Vehicle: 2016,EXPLORER 4X4 (U502) ,PLTNM ,4 DOOR ,MPV ,1FM5K8HT3G [REDACTED] **Build Date:** 12/17/2015
Odometer : 1,524 M **Engine:** 3.5L- GTDI **Calibration:** GUB1G10A
Transmission: 6F55 **Axle:** **A/C:** YES
Dealer: USA 10518 Highland Park Ford Lincoln **Phone#:** 847-831-5880
City: Highland Park **State:** Illinois **Country :** USA
Originator:
Symptom: 1 14 2 00 COMF/ENT,INTERIOR ODOR ,CHEMICAL,UNKNOWN
Status:
VFG: V74 HARD TRIM/SOFT TRIM/OVERHEAD S
Additional Symptom:
Fix: **Causal Component :**
Condition Code:

Cust: [REDACTED] **Home Phone:** ()
Work Phone: () **Region:** G1 Chicago
Case Status: **Date:** 00 / 00 / 0000 **Vehicle Paint:** BRONZE FIRE TC

KOEO:
KOEC:
KOER:

OWNREL 02/16/2016 10:31PM

Customer says: Ordered a explorer and when vehicle was inspected there were three defects on vehicle. The door and an issue with odor. The dealership says they would fix problems but they were not resolved. There was an exhaust smell and the dealership said it was "new car smell" The customers wife and kids got sick from smell to the point where his son threw up. Customer received a letter sign by Joe Croppa in Dearborn Michigan. Customer is seeking reimbursement for difficulties with vehicle. Odor issue has been resolved. Per Cust,DLR Says: N/ACRC Advised:Reimbursement is dealt with through dealership. I will document concern.

Report# :	[REDACTED]	Reviewed Status:		Received:	01/28/2016
CCRG/EPRC:				Date:	
Vehicle:	2016,EXPLORER 4X4 (U502) PLTNM ,4 DOOR ,MPV ,1FM5K8HT3G [REDACTED]			Build Date:	12/17/2015
Odometer :	1,120	Engine:	3.5L-GTD1	Calibration:	GUB1G10A
Transmission:	6F55	Axle:		A/C:	YES
Dealer:	USA 10518 Highland Park Ford Lincoln			Phone#:	847-831-5880
City:	Highland Park	State:	Illinois	Country :	USA
Originator:	chris ocepek				
Symptom:	4 47 2 39 ST/RN/MV,ODOR,FUEL,INTERMITTENT				
Status:					
VFG:	V25 FUEL FILLING & DELIVERY				
Additional Symptom:	EXHAUST ODOR IN CABIN				
Fix:	Causal Component :				
Condition Code:					

Hotliner: ACOULSO4	Phone:	Regn Cd: G1 Chicago
Engineering:	Phone:	TAR:
Dlr Contact: chris ocepek	Phone:	Title Cde: T

KOEO:
 KOEC:
 KOER:

- CONCER 01/28/2016 02:19PM AJ COULSON MSS - FCSD - TECH SVC HOTLINE**
 Web Form Data Description of Vehicle Concern: Customer complains a of a smell while driving down the highway. Please list any diagnostics already performed: none Parts Replaced: none Your Question: We found a TSB 14-0130 that applies to 2011-2015 explorers. It says reprogram the hvac module and replace the left rear air extractor. Would this TSB also apply to this 2016 model? I did check and there is an update for the HVAC module but not sure if the air extractor vent also needs to be replaced.
- RECOMM 01/28/2016 02:19PM AJ COULSON MSS - FCSD - TECH SVC HOTLINE**
 Chris, You are correct to perform TSB 14-0130, performing this TSB should alleviate the concern of fuel odor inside the cabin. After completing the TSB you will not be able to claim the labor operation codes for the repair since this Explorer is built after the build date for the TSB.
- ADD-ON 01/28/2016 02:19PM AJ COULSON MSS - FCSD - TECH SVC HOTLINE**
 Article ISM 1512009 2016 EXPLORER - EXHAUST ODOR IN THE CABIN

Report Summary

Report# : [REDACTED] **Received:** 01/08/2016
CCRG/EPRC: [REDACTED] **Reviewed Status:** **Date:**
Vehicle: 2015,EXPLORER 4X4 (U502) PLTMM,4 DOOR ,MPV ,1FM5K8HT3G0 [REDACTED] **Build Date:** 12/17/2015
Odometer : 1,268 **Engine:** 3.5L-GTDI **Calibration:** GUB1G10A
Transmission: 6F55 **Axle:** **A/C:** YES
Dealer: USA 10518 Highland Park Ford Lincoln **Phone#:** 847-831-5880
City: Highland Park **State:** Illinois **Country :** USA
Originator: JOHN Scholtens
Symptom: 4 47 1 39 ST/RN/MV,ODOR,CHEMICAL,INTERMITTENT
Status:
VFG: V53 EXHAUST SYSTEM FUNCTION
Additional Symptom: EXHAUST ODOR IN CAB DRIVING
Fix: **Causal Component :**
Condition Code:

Hotliner: JKERN15 **Phone:** 001-313-2787939 **Regn Cd:** G1 Chicago
Engineering: **Phone:** **TAR:**
Dir Contact: JOHN Scholtens **Phone:** **Title Cde:** T

KOEO:
KOEC:
KOER:

CONCER **01/08/2016 05:08PM JEFFREY KERN MSS - FCSD - TECH SVC HOTLINE**
 Web Form Data Description of Vehicle Concern: Customer states that there is a smell coming thru the dash vents while driving. He says it smells like exhaust fumes. He says that his wife gets a headache from it and his children through up from it. Please list any diagnostics already performed: I road tested the vehicle several times and didn't smell it. I asked him if he was near other vehicles when it happens and he said no .I raised the vehicle on a rack with the engine running and didn't smell it or see any soot from exhaust system or the turbos. Parts Replaced: none Your Question: Looking for knows and assistance with this concern.

RECOMM **01/08/2016 05:08PM JEFFREY KERN MSS - FCSD - TECH SVC HOTLINE**
 John, When you have a concern alleging a injury 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 FMCDDealer.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 **01/08/2016 05:08PM JEFFREY KERN MSS - FCSD - TECH SVC HOTLINE**
 Consulted with Brian Graham to verify to send to OGC.

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

Tracking Number	[REDACTED]
Status	Assigned
Currently assigned to	MTRIFHL1
Request Type	Legal; Document where requested
Request Source	Legal
If Other request source, please explain	
Primary contact	Joe Krupa
Primary contact's phone number	313-323-2632
Primary contact's email address	Jkrupa5@ford.com
Technician Name	
Technician certified in relevant speciality	
Dealership Name	HIGHLAND PARK FORD LINCOLN
P&A Code	10518
Facing Region (SDR separate from Contact Regions)	G1 - CHICAGO
Geographic Region (SDR combined with Contact Region)	G1 - CHICAGO
FCSD Sales Zone	A03
FCSD Technical Zone	T03
VIN	1FM5K8HT3GC [REDACTED]
Vehicle year/model	2016 Ford Explorer
Vehicle mileage	0
Repair Order (R.O) #	[REDACTED]
Customer Name	[REDACTED]
Vehicle Down?	No
GCQIS Report #	
TAR Open?	
CuDL Case #	[REDACTED]
Priority	High
Request description	OGC requests FSE assistance. Please contact Joe Krupa from OGC at (313)323-2632 phone or Jkrupa5@ford.com for further details. The vehicle is not down. ---Updated By---MDIAZ76-01/15/2016 03:10:04 PM--
GCQIS Comments	
FSE Comments	
Initial Contact Date	
Person Contacted	
Dealership visit planned?	
Visit date, if planned	
Did Visit Occur?	
Concern Summary for Technical Assistance Contact Report	
Inspection Comments for Technical Assistance Contact Report	
Primary Root cause for Technical Assistance Contact Report	
Other Root Causes	
Please explain if "Other" is root cause	
Recommendation for Technical Assistance Contact Report	
Missing tools/equipment(if identified)	
Missing tools/equipment ordered during visit?	
Total hours spent on request	0.0
Created by	MDIAZ76
Created date	15-Jan-2016 03:10:05 PM EST

Last Revised by	DHOFFMAI
Last revised date	15-Jan-2016 03:15:59 PM EST

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

GCQIS Report Entry / Maintenance

GCQIS VIN History

[Call Back](#)
[Download](#)
[Print Report](#)
[Help](#)
[Close](#)

VIN : 1FM5K8HT3GG

Number of Reports found : 1 Summary CommentsDates are displayed in **MM/DD/CCYY** format and Odometer in **Miles**

SEL	Rpt Nbr	Date	Odometer	Symptom Code	Additional Symptom	Dealer Code	S
<input checked="" type="radio"/>	GIHEU011	01/08/2016	1268	4 47 1 39	EXHAUST ODOR IN CAB DRIVING	USA 10518	

Report# : [REDACTED] **Received:** 01/08/2016
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City: Highland Park **State:** Illinois **Country :** USA
Originator: JOHN Scholtens
Symptom: 4 47 1 39 ST/RN/MV,ODOR,CHEMICAL,INTERMITTENT
Status:
VFG: V53 EXHAUST SYSTEM FUNCTION
Additional Symptom: EXHAUST ODOR IN CAB DRIVING
Fix: **Causal Component :**
Condition Code:

Hotliner: JKERN15 **Phone:** 001-313-2787939 **Regn Cd:** G1 Chicago
Engineering: **Phone:** **TAR:**
Dir Contact: JOHN Scholtens **Phone:** **Title Cde:** T

KOEO:
KOEC:
KOER:

CONCER 01/08/2016 05:08PM JEFFREY KERN MSS - FCSD - TECH SVC HOTLINE
 Web Form Data Description of Vehicle Concern: Customer states that there is a smell coming thru the dash vents while driving. He says it smells like exhaust fumes. He says that his wife gets a headache from it and his children through up from it. Please list any diagnostics already performed: I road tested the vehicle several times and didn't smell it. I asked him if he was near other vehicles when it happens and he said no .I raised the vehicle on a rack with the engine running and didn't smell it or see any soot from exhaust system or the turbos. Parts Replaced: none Your Question: Looking for knowns and assistance with this concern.

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 John, When you have a concern alleging a injury due to an alleged product defect, pursuant to the Warranty and Policy Manual, no repairs should be performed. See below:

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ADD-ON 01/08/2016 05:08PM JEFFREY KERN MSS - FCSD - TECH SVC HOTLINE
 Consulted with Brian Graham to verify to send to OGC.

GCQIS Report Entry / Maintenance

GCQIS VIN History

VIN : 1FM5K8HT3GG

Number of Reports found : 1 Summary Comments

Dates are displayed in **MM/DD/CCYY** format and Odometer in **Miles**

SEL	Rpt Nbr	Date	Odometer	Symptom Code	Additional Symptom	Dealer Code	S
<input checked="" type="radio"/>	G1HEU011	01/08/2016	1268	4 47 1 39	EXHAUST ODOR IN CAB DRIVING	USA 10518	



**Service of Process
Transmittal**

01/03/2017


CT Log Number 

TO: Chris Dzbanski
Ford Motor Company
1 American Rd, Whq 421-E6
Dearborn, MI 48126-2798

RE: Process Served in Texas

FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:  Pltfs. vs. Town East Ford II, LLC and Ford Motor Company, Dfts.

DOCUMENT(S) SERVED: Citation, Return, Original Petition, Exhibit(s)

COURT/AGENCY: 14th Judicial District Court Dallas County, TX
Case #

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2016 Ford Explorer - VIN: 1FM5K7D8XGG

ON WHOM PROCESS WAS SERVED: C T Corporation System, Dallas, TX

DATE AND HOUR OF SERVICE: By Certified Mail on 01/03/2017 postmarked: "Illegible"

JURISDICTION SERVED : Texas

APPEARANCE OR ANSWER DUE: By 10:00 a.m. of the Monday next following the expiration of 20 days after service

ATTORNEY(S) / SENDER(S): Adam Hamilton
Lemon Law Group Partners PLC
P.O. Box 181898
Dallas, TX 75218
888-415-0610

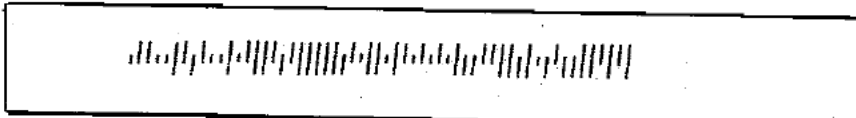
ACTION ITEMS: CT has retained the current log, Retain Date: 01/03/2017, Expected Purge Date: 01/08/2017

Image SOP

Email Notification, Chris Dzbanski cdzbansk@ford.com

Email Notification, Mary Ann MacKinnon mmackin1@ford.com

SIGNED: C T Corporation System
ADDRESS: 1999 Bryan Street
Suite 900
Dallas, TX 75201
TELEPHONE: 214-932-3601



CERTIFIED MAIL

FELICIA PITRE
 DISTRICT CLERK
 600 COMMERCE ST STE 103
 DALLAS, TX 75202-4689



9214 8901 0661 5400 0100 3298 78

RETURN RECEIPT (ELECTRONIC)

DC16-16284/TJ
 FORD MOTOR COMPANY
 BY SERVING ITS REGISTERED AGENT CT CORPORATION
 SYSTEM
 1999 BRYAN ST STE 900
 DALLAS, TX 75201-3140

**SHOW TO WHOM
 DELIVERED, Date &
 Addressee's
 Address**

**Deliver to
 Addressee
 ONLY**

**RESTRICTED DELIVERY
 DELIVER TO ADDRESSEE ONLY**

FORM NO. [REDACTED]
THE STATE OF TEXAS

**To: FORD MOTOR COMPANY
BY SERVING ITS REGISTERED AGENT CT CORPORATION SYSTEM
1999 BRYAN STREET SUITE 900
DALLAS TX 75201**

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and **ORIGINAL** petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **14th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being [REDACTED]

Filed in said Court **22nd day of December, 2016** against

TOWN EAST FORD II LLC; FORD MOTOR COMPANY

For Suit, said suit being numbered [REDACTED], the nature of which demand is as follows:
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office this 28th day of December, 2016.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By , Deputy
TERESA JONES



CERT MAIL

CITATION

[REDACTED]
[REDACTED]
vs.
TOWN EAST FORD II LLC, et al

ISSUED THIS
28th day of December, 2016

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: TERESA JONES, Deputy

Attorney for Plaintiff
ADAM HAMILTON
LEMON LAW GROUP PARTNERS PLC
PO BOX 181898
DALLAS TX 75218
888-415-0610

OFFICER'S RETURN

Case No. : [REDACTED]

Court No. 14th District Court

Style: [REDACTED]

vs.

TOWN EAST FORD II LLC, et al

Came to hand on the _____ day of _____, 20____, at _____ o'clock _____ M. Executed at _____

within the County of _____ at _____ o'clock _____ M. on the _____ day of _____

20____, by CERT MAIL to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, WAS MAILED US CERTIFIED MAIL RETURN RECEIPT REQUEST. The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ _____

For mileage \$ _____

For Notary \$ _____

_____ of _____ County, _____

By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20____,

to certify which witness my hand and seal of office.

Notary Public _____ County _____

DC-16-16284

CAUSE NO. _____



Plaintiffs,

v.

TOWN EAST FORD II, LLC and
FORD MOTOR COMPANY

Defendants.

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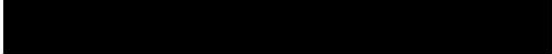
IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

____ JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME  hereinafter referred to as Plaintiffs, complaining of and about TOWN EAST FORD II, LLC ("Defendant Dealership") and FORD MOTOR COMPANY ("Ford"), hereinafter collectively referred to as Defendants, and for cause of action shows the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiffs intend that discovery be conducted under Discovery Level 3.

PARTIES AND SERVICE

2. Plaintiffs,  are individuals residing in Kaufman County, Texas.

3. Defendant, TOWN EAST FORD II, LLC is a private company with its principal office in Texas. This Defendant may be served with process by serving its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

4. Defendant, FORD MOTOR COMPANY, is a foreign corporation with a principal place of business located at One America Road, Dearborn, Michigan 48126. Upon information and belief, Ford Motor Company is authorized to do business in Texas. This

Defendant may be served with process by serving its registered agent, ~~GT. Corporation System~~
~~1999 Bryan Street, Suite 900, Dallas, Texas 75201.~~

JURISDICTION AND VENUE

5. The subject matter in controversy is within the jurisdictional limits of this court.
6. This court has jurisdiction over the parties because Defendant Ford does business in Texas.
7. Venue in Dallas County is proper in this cause under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in this county.

FACTS

8. On or about September 19, 2015, Plaintiffs purchased a 2016 Ford Explorer, VIN 1FM5K7D8XGC [REDACTED] (the "Subject Vehicle") from Defendant Dealership. Please see Exhibit A: Purchase Agreement.
9. The Subject Vehicle is registered in the State of Texas and was purchased primarily for personal, family, and/or household purposes.
10. At the time of purchase, the Subject Vehicle was accompanied with a factory warranty which, in relevant part, provided for a 3 (three) year/36,000 mile bumper-to-bumper warranty (the "Warranty"). Please see Exhibit B: Pertinent Portion of Warranty. Warranty in its entirety is in Defendants' possession.
11. Ford's warranties covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship.
12. In fact, when delivered, the Subject Vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were

attempted. Shortly after purchase, Plaintiffs noticed numerous defects in the vehicle, including but not limited to exhaust leaking into the cabin, exhaust odor in cabin, burning odor in cabin, and exhaust system defects necessitating replacement. Plaintiffs returned the vehicle to Defendant Dealership for repair on at least 5 (five) occasions. Please see Exhibit C: Repair Orders.

13. Defendant Dealership has test driven the vehicle and made repairs to the vehicle, however, the defects continue to exist. During said repairs the Subject Vehicle was out of service for more than 48 (forty-eight) days.

14. Despite the prolonged time during which Defendant Dealership was given the opportunity to repair Plaintiffs' Vehicle, Defendant Dealership failed to repair the Subject Vehicle so as to bring it into conformity with the warranties set forth herein.

15. The defects experienced by the Plaintiffs with the Subject Vehicle substantially impaired its use, value and safety to the Plaintiffs, and has shaken the Plaintiffs' faith in the vehicle to operate as dependable transportation.

16. Despite Plaintiffs' repeated efforts to allow Defendants the opportunity to repair the Subject Vehicle, many nonconforming and defective conditions were not repaired and still exist.

17. Plaintiffs directly notified Ford of the defective conditions concerning the Subject Vehicle and that Plaintiffs desired a buy-back of the Subject Vehicle. Please see Exhibit D: Written Notification.

18. This cause of action arises out of the Defendants' breaches of warranty and contract and violations of the enclosed statutes, as set forth in this Complaint.

19. As a result, Plaintiffs seek to revoke their acceptance of the Subject Vehicle and

be refunded the purchase price, along with all expenses Plaintiffs have incurred as a result of the Subject Vehicle's non-conformities, including loss of use of the Subject Vehicle, and reimbursement for expenses related to aftermarket items installed on the Subject Vehicle.

20. In the alternative, Plaintiffs seek damages in the form of all expenses Plaintiffs have incurred as a result of the Subject Vehicle's nonconformities, including loss of use of the Subject Vehicle, diminution of value of the Subject Vehicle, and costs of repair to return the vehicle to its warranted state, as well as reimbursement for expenses related to aftermarket items installed on the Subject Vehicle and damages to Plaintiffs' well-being in the form of emotional distress.

PLAINTIFFS' CLAIM OF BREACH OF WARRANTY

21. Plaintiffs incorporate by reference all of the allegations set forth above.

22. Ford extended to Plaintiffs a 3 (three) year/36,000 mile bumper-to-bumper warranty ("Warranty").

23. Plaintiffs, seeking to repair the Subject Vehicle, attempted to exercise their rights under the Warranty.

24. Ford has failed to honor the terms of the Warranty.

25. As a result of the actions set forth above, Ford has breached the Warranty.

26. As a result of Ford's breach of Warranty, Plaintiffs have and will continue to suffer significant monetary and consequential damages.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter Judgment in favor of Plaintiffs and against Defendants in an amount to be determined at the Trial of the matter, but believed to be monetary relief of \$100,000.00 or less, exclusive of costs, interest and attorney fees.

PLAINTIFFS' CLAIM OF BREACH OF IMPLIED WARRANTY:
TEXAS BUSINESS AND COMMERCE CODE SEC. 2.314

27. Plaintiffs incorporate by reference all of the allegations set forth above.

28. The aforementioned Subject Vehicle purchased by Plaintiffs was subject to implied warranties of merchantability under the Texas Business and Commerce Code – Section 2.314.

29. A warranty that goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind as stated in Texas Business and Commerce Code Section 2.314(1). Said implied warranties included, but are not limited to, the following:

- a. Said Vehicle must pass without objection in the trade under the contract description; and
- b. Said Vehicle must be of fair average quality; and
- c. Said Vehicle must be fit for the ordinary purposes for which it is used.

30. Said Vehicle was not warranted and represented in that Defendants have failed and refused to repair any defects and nonconformities.

31. Plaintiffs have given Ford a reasonable opportunity to reinstate any and all warranties so as to cure any defects and nonconformities with the Subject Vehicle but Ford has refused to do so within a reasonable time and without costs to Plaintiffs.

32. As a result of Ford's breach of implied warranties, Plaintiffs have and will continue to suffer significant monetary damages.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter Judgment in favor of Plaintiffs and against Defendants in an amount to be determined at the Trial of the

matter, but believed to be monetary relief of \$100,000.00 or less, exclusive of costs, interest and attorney fees.

PLAINTIFFS' CLAIM OF REVOCATION OF ACCEPTANCE:
TEXAS BUSINESS AND COMMERCE CODE SEC. 2.608

33. Plaintiffs incorporate by reference all of the allegations set forth above.

34. Plaintiffs purchased the Subject Vehicle from Defendant Dealership.

35. The nonconformities associated with the Subject Vehicle render it non-conforming to the warranty provided with the purchase of the Subject Vehicle.

36. At the time of purchase, Plaintiffs did not discover the nonconformities due to the difficulty in discovering them.

37. The nonconformities substantially impair the value of the Subject Vehicle to Plaintiffs.

38. Due to the substantial impairment to value of the nonconformity, Plaintiffs seek to revoke their acceptance of the Subject Vehicle and be refunded the purchase price, along with all expenses Plaintiffs have incurred as a result of the Subject Vehicle's non-conformities, including loss of use of the Subject Vehicle, and reimbursement for expenses related to aftermarket items installed on the Subject Vehicle.

PLAINTIFFS' CLAIM OF BREACH OF THE MAGNUSON-MOSS WARRANTY ACT

39. Plaintiffs incorporate by reference all of the allegations set forth above.

40. This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2310(d)(1)(A).

41. Plaintiffs are consumers as defined by 15 USC § 2301(3).

42. Ford is a supplier and warrantor as defined by 15 USC § 2301(4),(5).

43. The Subject Vehicle is a consumer product as defined by 15 USC § 2301(1).

44. 15 USC § 2301(6), requires Ford, as a warrantor, to remedy any defects, malfunction or nonconformance of the Subject Vehicle within a reasonable time and without charge to Plaintiffs, as defined in 15 USC § 2304(d).

45. The actions of Ford as herein above described and in failing to tender the Subject Vehicle to Plaintiffs free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiffs, constitute a breach of the written and implied warranties covering the Subject Vehicle and are a violation of the Magnuson-Moss Warranty Act.

46. Despite repeated demands and despite the fact that the Plaintiffs have complied with all reasonable terms and conditions imposed upon them by Ford, Ford has failed and refused to cure any defects and nonconformity with the Subject Vehicle.

47. As a result of Ford's breach of express and implied warranties as set forth above, and Ford's failure to honor its obligations under its warranties, Plaintiffs have and will continue to suffer damages as enumerated above.

48. Ford has had a reasonable opportunity to remedy the defects in the vehicle but have failed to do so, thereby entitling Plaintiffs to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.

49. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiffs are entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

WHEREFORE, Plaintiffs pray that this Honorable Court enter an order requiring Defendant to accept return of the Subject Vehicle and refund Plaintiffs the purchase price, together with any and all incidental and consequential damages, including attorney fees as provided by 15 USC § 2310(d)(2) and such other and further equitable relief to which Plaintiffs

are entitled. In the alternative, Plaintiffs seek damages in the form of all expenses Plaintiffs have incurred as a result of the Subject Vehicle's nonconformities, including loss of use of the Subject Vehicle, diminution of value of the Subject Vehicle, and costs of repair to return the vehicle back to its warranted state.

PLAINTIFFS' CLAIM OF VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT ("DTPA"); TEXAS BUSINESS AND COMMERCE CODE TITLE 2 SECTION 17.46(b)(7), (13), and (22)

50. Plaintiffs incorporate by reference all of the allegations set forth above.

51. Defendants violated the DTPA by engaging in false, misleading, or deceptive acts or practices in the conduct of trade or commerce.

52. Under the DTPA the term "false, misleading, or deceptive acts or practices" includes, but is not limited to:

- a. representing that goods or services are of a particular standard, quality, or grade...if they are of another;
- b. knowingly making false or misleading statements of fact concerning the need for parts, replacement, or repair service; and
- c. representing that work or services have been performed on, or parts replaced in, goods when the work or services were not performed or the parts replaced.

53. Plaintiffs' Vehicle was represented by Defendants to be of good quality. However, the Vehicle had many serious defects and nonconformities and was in fact of poor quality.

54. Defendants led Plaintiffs to believe that the Vehicle had been repaired and was free of nonconformities. However, Vehicle continued to have defects and nonconformities and had to be returned for repairs on multiple occasions.

55. Defendants led Plaintiffs to believe that the work on the Vehicle had cured it of nonconformities when in fact the work performed did not render it free of nonconformities.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter Judgment in favor of Plaintiffs and against Defendants in an amount to be determined at the Trial of the matter, but believed to be monetary relief of \$100,000.00 or less, exclusive of costs, interest and attorney fees.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs RUSS JACOBS and ALICIA JACOBS respectfully pray that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiffs against Defendants, jointly and severally, for damages in an amount within the jurisdictional limits of the Court; at the maximum rate allowed by law; post-judgment interest at the legal rate; costs of court; attorney fees and costs; and such other and further relief to which the Plaintiffs may be entitled at law or in equity.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: /s/ Adam T. Hamilton

Adam Hamilton

Texas State Bar No.: 24087655

Lemon Law Group Partners PLC

P.O. Box 181898

Dallas, Texas 75218

Telephone No.: (888) 415-0610

Facsimile No.: (888) 809-7010

Email: ahamilton@lemonlawgrouppartners.com

PLAINTIFFS HEREBY DEMAND TRIAL BY JURY

EXHIBIT A

PURCHASE AGREEMENT

232264

DEALERSHIP: TOWN EAST FORD
 CITY, STATE: MESQUITE, TX 75150

ADDRESS: 18411 LBJ FREEWAY
 PHONE: 972-270-6441

Salesperson 1 UZUETA, DANIEL	Salesperson 2 RAMOS, JOSEPH	Date Sold 09/19/2015	Date Delivered 09/19/2015
[Redacted]		Cash Price of Vehicle	36640.00
[Redacted]		Dealer Adjustment	2058.00
City, State, Zip Code MEMO TX		Selling Price of Vehicle	38698.00
[Redacted]		Less Rebate(s)	500.00
[Redacted]			N/A
[Redacted]			N/A

*** NOTICE TO BUYER**
 Optional Equipment or Accessories installed on this Vehicle, itemized to the right, have not been manufactured by or for the Vehicle manufacturer, and these items are not included in warranties furnished by the Vehicle manufacturer.
 ALL VEHICLES SOLD AS EQUIPPED UNLESS OTHERWISE STATED HEREIN.

EX Number DT5038	<input checked="" type="checkbox"/> New <input type="checkbox"/> Demo <input type="checkbox"/> Used <input type="checkbox"/> Car <input checked="" type="checkbox"/> Truck	* Dealer Added Accessories	N/A
Year 2016	Make FORD		N/A
Model EXPLORER			N/A
VIN 1FMSK7D8XGG	Color GAUD		N/A
MPG 424	License		N/A

Cash Price with Accessories	39198.00
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LIENHOLDER ALLY FINANCIAL	Trade(s) Allowance	
Address PO BOX 8102	Difference	38198.00
City, State, Zip Code COCKEYSVILLE MD 21030	Sales Tax	2387.38

Loan Date 09/19/2015	Amount 41615.53	Dealer's Vehicle Inventory Tax	N/A
TRADE 1	Advance (Trade 1)		86.40

Year 0	Model	Documentary Fee	150.00
VIN	Color	Full Service Deputy Fee	N/A
MPG	License	Registration Fee	113.00
Payoff to (Trade 1)	Payoff Amount	Proof of Insurance required to register and transfer title.	
Address	Good Util / Contact	Title Fee	33.00
City, State, Zip	Phone	County Road & Bridge Fee	24.00
TRADE 2	Advance (Trade 2)	Inspection Fee	73.75

Year	Model	Total Cash Price	41015.53
VIN	Color	Payoff Balance of Trade(s)	
MPG	License	Service Contract	72 MOS MILES 0 DEF
Payoff to (Trade 2)	Payoff Amount		2500.00
Address	Good Util / Contact	Gap Insurance	800.00
City, State, Zip	Phone		N/A

PAID OFF INFORMATION SHOWN ABOVE IS PROVIDED BY THE BUYER(S) AND/OR THE BUYER(S) LIENHOLDER. SHOULD THE ACTUAL PAYOFF(S) BE LESS, THEN THE SELLER WILL REFUND THE DIFFERENCE TO THE BUYER(S). IF THE PAYOFF(S) IS MORE, THE BUYER(S) AGREES TO REIMBURSE THE DIFFERENCE TO THE SELLER WITHIN THREE BUSINESS DAYS OF NOTIFICATION OF THE DIFFERENCE. BUYER REPRESENTS AND WARRANTS THAT ANY TRADE-IN VEHICLE DOES NOT HAVE AND HAS NEVER HAD A SALVAGE, FLOOD DAMAGED OR RECONDITIONED TITLE. IF BUYER PROVIDES FALSE INFORMATION, BUYER WILL REPURCHASE THE RELATED TRADE-IN FROM SELLER FOR THE FULL PRICE ALLOWED TO BUYER PLUS ALL COSTS SELLER INCURS IN RESOLVING THIS MATTER INCLUDING BUT NOT LIMITED TO RECONDITIONING COSTS, LEGAL FEES, COURT AND COLLECTION COSTS.

BUYER _____ CO-BUYER _____
 ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCTS.
 UNLESS THE DEALER MAKES A WRITTEN WARRANTY ON ITS OWN BEHALF, OR ENTERS INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS ORDER, THE DEALER MAKES NO WARRANTIES ON ITS OWN BEHALF, EXPRESS OR IMPLIED, ON THE VEHICLE, AND THERE WILL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR SUPPLIER MAY PROVIDE.

Deposit	N/A
Cash on Delivery	2700.00
Unpaid Balance	41615.53

Buyer agrees that this Agreement includes all of the terms and conditions on all pages of this Agreement. Buyer agrees that this Agreement cancels and suspends any prior agreement and as of the date below comprises with any retail installment sales agreement or lease, and the Conditional Delivery Agreement, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer by signing this Agreement certifies that he/she is of legal age or older and acknowledges that he/she has read the terms and has received a true copy of this Agreement. If Buyer is buying the Vehicle for cash (this includes a Buyer arranging Buyer's own financing from a party other than dealer), this Agreement shall become final and binding when it is signed by Dealer's authorized representative.
 If Buyer is buying the Vehicle in a credit sale transaction with Dealer evidenced by a signed retail installment sales agreement, this Agreement only becomes binding when a retail installment sales agreement has been fully executed by both Buyer and Seller.

BUYER HAS READ THE OTHER SIDE OF THIS AGREEMENT, INCLUDING THE ARBITRATION CLAUSE, AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER SIGNS X _____ DATE 09/19/2015
 CO-BUYER SIGN _____ DATE 09/19/2015
 MANAGER'S APPROVAL _____ DATE 09/19/2015
 (Must be Accepted by An Authorized Representative of the Dealer)

**MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE FINANCE CHARGE**

DEAL 232264

Dealer Number _____ Contract Number _____

SELLER/CREDITOR	TOWN EAST FORD
ADDRESS	18411 LBJ FREEWAY
CITY	MESQUITE
STATE	TX
ZIP	75150
PHONE	972-270-6441

CITY KEMP STATE TX ZIP _____

ADDRESS _____ STATE TX ZIP _____

The Buyer is referred to as "you" or "your." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.

PROMISE TO PAY: The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown below. By signing this contract, you choose to purchase the vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments in U.S. funds according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

VEHICLE IDENTIFICATION

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY <input type="checkbox"/> OFFICIAL/EXECUTIVE <input type="checkbox"/> USED	USE FOR WHICH PURCHASED PERSONAL, FAMILY, OR HOUSEHOLD, UNLESS OTHERWISE INDICATED BELOW If either of the boxes below is checked, Chapter 353 of the Texas Finance Code applies to this Contract. <input type="checkbox"/> BUSINESS OR COMMERCIAL <input type="checkbox"/> AGRICULTURAL
2016	FORD	EXPLORER	1F65K7D8XG6 _____		

Trade-in: Make _____ 0 _____ Model _____
 Year _____ VIN _____ License No. _____

FEDERAL 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 down payment of
9.80 %	\$ 13817.27	\$41615.53	\$ 55432.80	\$3200.00 \$ 58632.80
Your Payment Schedule Will Be:				
Number of Payments	Amount of Payments	When Payments Are Due		
72	\$ 769.90	Monthly beginning <u>11/03/2015</u>		
		Or as follows _____		
<p>Late Charge: If we do not receive your entire payment within 15 days after it is due (10 days if you are buying a heavy commercial vehicle), you will pay a late charge of 5% of the scheduled payment.</p> <p>Prepayment: If you pay all that you owe early, you will not have to pay a penalty.</p> <p>Security Interest: We will have a security interest in the vehicle being purchased.</p> <p>Additional Information: See this document for more information about nonpayment, default, security interests, and any required repayment in full before the scheduled date.</p>				

PROPERTY INSURANCE. You must keep the collateral insured against damage or loss in the amount you owe. You must keep this insurance until you have paid all that you owe under this contract. You may obtain property insurance from anyone you want or provide proof of insurance you already have. The insurer must be authorized to do business in Texas. You agree to give us proof of property insurance. You must name us as the person to be paid under the policy in the event of damage or loss.

If any insurance is checked below, policies or certificates from the insurance companies will describe the terms, conditions, and deductibles.

**Optional Credit
Life and Credit Disability Insurance**

Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless you sign and agree to pay the extra cost. Your decision to buy or not buy these insurance coverages will not be a factor in the credit approval process.

Credit Life, one buyer \$ N/A Term N/A
 Credit Life, both buyers \$ N/A Term N/A
 Credit Disability, one buyer \$ N/A Term N/A
 Credit Disability, both buyers \$ N/A Term N/A

N/A
(Insurance Company)
N/A
(Home Office Address)

Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments.
 If the term of the insurance is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

You want the insurance indicated above.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, taxes, _____ N/A)
N/A \$ N/A Sales Tax \$ 2387.38
N/A \$ N/A and N/A \$ N/A) \$ 41085.38 (1)

2 Total Downpayment = (if negative, enter "0" and see Line 4A below)

Gross Trade-In	\$ <u>N/A</u>
- Pay Off Made By Seller	\$ <u>N/A</u>
= Net Trade In	\$ <u>N/A</u>
+ Cash	\$ <u>2700.00</u>
+ Mfrs. Rebate	\$ <u>500.00</u>
+ Other (describe): <u>N/A</u>	\$ <u>N/A</u>
Total Downpayment	\$ <u>3200.00</u> (2)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 37885.38 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts.):

A Net trade-in payoff to N/A \$ N/A

I Government License and/or Registration Fees
LICENSE \$ 113.00
 J Government Certificate of Title Fees \$ 33.00
 K Government Vehicle Inspection Fees \$ 23.75
 L Deputy Service Fee Paid to Dealer \$ N/A
 M Documentary Fee (Cargo Documental) \$ 150.00

Debt Cancellation Agreement** 72 \$ 800.00

MPP CO, INC
 (Insurance Company)
 SHAWNEE MISSION, KS 66201
 (Home Office Address)

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ÉSTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EL RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

*If the vehicle is determined to be a total loss, GAP insurance will pay us the difference between the proceeds of your basic collision policy and the amount you owe on the vehicle, minus your deductible. You can cancel that insurance without charge for 10 days from the date of this contract.

**WE WILL CANCEL CERTAIN AMOUNTS YOU OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OR THEFT OF THE VEHICLE AS STATED IN THE DEBT CANCELLATION AGREEMENT. You can cancel the debt cancellation agreement without charge for a period of 30 days from the date of this contract, or for the period stated in the debt cancellation agreement, whichever period ends later.

If the box next to a premium for an insurance coverage included above is marked, that premium is not fixed or approved by the Texas Insurance Commissioner. A debt cancellation agreement is not insurance and is regulated by the Office of the Consumer Credit Commissioner.

For the premiums or fees included above, you want the related

N Other Charges (Seller must identify who is paid and describe purpose.)

to State	for Plate Transfer Fee	\$ N/A
to MPP	for Service Contract	\$ 2500.00
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 3730.15 (4)

LIABILITY INSURANCE: THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

5 Amount Financed (3 + 4) \$ 41615.53 (5)

CONSUMER CREDIT COMMISSIONER NOTICE

To contact ALLY FINANCIAL about this account, call 72-270-6441. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705-4207; (800) 538-1579; www.occc.state.tx.us, and can be contacted relative to any inquiries or complaints.

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.

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

See back for other important agreements.

CONSUMER WARNING: Notice to the buyer--Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of the contract you sign. Under the law, you have the right to pay off in advance all that you owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.

BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. 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 CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW.

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 signs here N/A Date 09/19/2015 Address N/A
 Seller signs TOWN EAST FORD By X Title

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

Seller assigns its interest in this contract to _____ (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse Assigned without recourse Assigned with limited recourse

Seller TOWN EAST FORD By _____ Title _____

EXHIBIT B

LSIVIL

2014/2015 WARRANTY & PROTECTION

Warranty Coverage

When you purchase or lease a new GMC, your vehicle is backed by GMC Pro Grade Protection. This protection program does not require special enrollment—anyone who purchases or leases a new vehicle will be automatically enrolled and covered.

Warranty and Coverage

3-YEAR/36,000-MILE BUMPER-TO-BUMPER WARRANTY²
 5-YEAR/100,000-MILE POWERTRAIN WARRANTY²
 5-YEAR/100,000-MILE ROADSIDE ASSISTANCE²
 5-YEAR/100,000-MILE COURTESY TRANSPORTATION²
 6-YEAR/100,000-MILE CORROSION PROTECTION²
 2-YEAR/24,000-MILE SCHEDULED VEHICLE MAINTENANCE³
 6-MONTH TRIAL OF ONSTAR GUIDANCE PLAN⁴
 5-YEAR ONSTAR BASIC PLAN⁵

COVERED FOR 5 YEARS/100,000 MILES²**Powertrain Coverage**

2015 GMC vehicles come with a fully transferable, no deductible, 5-year or 100,000-mile/160,934 kms, whichever comes first, Powertrain Limited Warranty.

These warranties are for repairs which are required as a result of defects due to material and/or workmanship to the Powertrain components as listed below:

Engine

All internally lubricated parts, engine oil, cooling hoses and lines. Also included are all actuators and electrical components internal to the engine, cylinder head, block, timing gears, timing chain, timing cover, oil pump/oil pump housing, OHC carriers, valve covers, oil pan, seals, gaskets, turbocharger, supercharger and all internal lubricated parts as well as manifolds, flywheel, water pump, harmonic balancer and engine mount. Timing belts are covered until the first scheduled maintenance interval. Exclusions: Excluded from the powertrain coverage are sensors, wiring, connectors, engine radiator, coolant hoses, coolant, and heater core. Coverage on the engine cooling system begins at the inlet to the water pump and ends with the thermostat housing and/or outlet that attaches to the return hose. Also excluded is the starter motor, entire pressurized fuel system (in-tank fuel pump, pressure lines, fuel rail(s), regulator, injectors, and return line) as well as the Engine/Powertrain Control Module and/or module programming.

Transmission/Transaxle

All internally lubricated parts, case, torque converter, mounts, seals, and gaskets as well as any electrical components internal to the transmission/transaxle. Also covered are the actuators directly connected to the transmission (slave cylinder, etc.). Exclusions: Excluded from the powertrain coverage are transmission cooling lines, hoses, radiator, sensors, wiring, and electrical connectors. Also excluded are the clutch and pressure plate as well as any Transmission Control Module and/or Module programming.

Transfer Case

All internally lubricated parts, case, mounts, seals, and gaskets as well as any electrical components internal to the transfer case. Also covered are any actuators directly connected to the transfer case as well as the encoder motor. Exclusions: Excluded from the powertrain coverage are transfer case cooling lines, hoses, radiator, sensors, wiring, and electrical connectors as well as the transfer case control module and/or module programming.

Drive Systems

All internally lubricated parts, final-drive housings, axle shafts and bearings, constant velocity joints, propeller shafts and universal joints. All mounts, supports, seals and gaskets as well as any electrical components internal to the drive axle. Also covered are any actuators directly connected to the drive axle (i.e., front differential actuator, etc). Exclusions: Excluded from the powertrain coverage are all wheel bearings, drive wheel front and rear hub bearings, locking hubs, drive system cooling, lines, hoses, radiator, sensors, wiring and electrical connectors related to drive systems as well as any drive system control module and/or module programming.

Courtesy Transportation Program

During the warranty coverage period, this GMC program provides alternate transportation and/or reimbursement of certain transportation expenses under the Courtesy Transportation Program if your vehicle requires warranty repairs. Several transportation options are available. Refer to your Owner Manual for details, including reservation of rights, or consult your dealer.

Roadside Assistance Program

GMC is proud to offer the response, security, and convenience of the 24-hour Roadside Assistance Program for a period of 5 years or 100,000 miles/160,000 kms., whichever comes first. Refer to your Owner Manual for details.

-
1. The Manufacturer's Suggested Retail Price excludes destination freight charge, tax, title, license, dealer fees and optional equipment. See your GMC dealer for details. [Click here to see all GMC destination freight charges.](#)
 2. Whichever comes first. See dealer for details
 3. Covers only scheduled oil changes with filter, tire rotations and 27 point inspections, according to your new vehicle's recommended maintenance schedule for up to two years or 24,000 miles, whichever comes first. Does not include air filters. Maximum of 4 service events. See participating dealer for other restrictions and complete details.
 4. Visit onstar.com for coverage map, details and system limitations. OnStar acts as a link to existing emergency service providers.
 5. Does not include emergency or security services. Visit onstar.com for coverage map, details and system limitations.
 6. Requires compatible iPhone running iOS 6 or later, Android or Blackberry and active Onstar.

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EXHIBIT C

CUSTOMER #

INVOICE



PAGE 1

18411 LBJ FREEWAY MESQUITE, TEXAS 75150 (972) 682-1200

KEMP, TX

HOME BUS:

SERVICE ADVISOR: 1567 Richard Hargrave

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
GAURD	16	FORD EXPLORER	1FM5K7D8XC		1214/1238	4	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19SEP15 DD			17:00 30SEP15		0.00	CASH	30SEP15
R.O. OPENED	READY	OPTIONS: SOLD- [REDACTED]					
17:10 29SEP15	10:49 30SEP15	ENG:3.5_Liter [REDACTED]					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES THERE IS A EXHAUST SMELL AFTER DRIVING FOR 15 MINUTES OR AFTER ACCELL HARD (THEN ITS REALLY PRESENT) NTF NO TROUBLE FOUND AT THIS TIME

984 CONOMOS,STEPHEN A LIC#: 984 IS

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: (N/C) 0.00
 1238 VERIFY CONCERN UNABLE TO VERIFY CONCERN ROAD TEST VEHICLE FOR 28 MINUTES AND OVER 20 MILES ONLY ODER INSIDE OF VEHICLE WAS THE NEW CAR SMELL CHECK FOR TSB/SSM NONE FOUND NO PROBLEM FOUND AT THIS TIME

B RENTAL (NEW CAR SALES MARK CRAVEN) L LOANER

984 CONOMOS,STEPHEN A LIC#: 984 IUTD

SUBL INTERNAL RENTAL IUTD (N/C)
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: (N/C) 0.00
 1238 0.00 NO WORK DONE

C PERFORM COMPLIMENTARY MULTI POINT INSPECTION CAUSE: PERFORM COMPLIMENTARY MULTI POINT INSPECTION 99P PERFORM COMPLIMENTARY MULTI POINT INSPECTION

984 CONOMOS,STEPHEN A LIC#: 984 IS

GBATT BATTERY CONDITION IS GOOD (N/C)

984 CONOMOS,STEPHEN A LIC#: 984 IS

GBK BRAKE LININGS ARE OK AT THIS TIME (N/C)

984 CONOMOS,STEPHEN A LIC#: 984 IS

GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME (N/C)

984 CONOMOS,STEPHEN A LIC#: 984 IS

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: (N/C) 0.00

NOTICE PURSUANT TO §70.001, Texas Property Code I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH §9.503, TEXAS BUSINESS AND COMMERCE CODE, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS	
	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.	LABOR AMOUNT		
		PARTS AMOUNT		
		GAS, OIL, LUBE		
		SUBLET AMOUNT		
		MISC. CHARGES		
		TOTAL CHARGES		
		LESS INSURANCE		
		SALES TAX		
	SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR THE PERSON RESPONSIBLE FOR PAYMENT.	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

CUSTOMER



TEF NTD

INVOICE

DUPLICATE 3
PAGE 1

18411 LBJ FREEWAY MESQUITE, TEXAS 75150
(972) 682-1200

HOME: CONT

SERVICE ADVISOR: 1567 Richard Hargrave

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
GREEN	16	FORD EXPLORER	1FM5K7D8XGG		1262/1335	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
22OCT15 DD			17:00 28OCT15		0.00	CASH
R.O. OPENED	READY	OPTIONS:	SOLD			
		ENG:3.5_Liter_T1-VCT				
17:56 30SEP15	16:18 28OCT15					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A WENT WITH CUSTOMER ON TEST DRIVE AND SMELLED THE BURNING SMELL AFTER 10 MIN., AFTER HWY MILES AND HARD ACCELERATION.

CAUSE:

000 QUICK SERVICE

984 CONOMOS,STEPHEN A LIC#: 984

WAR

1 TA*2*B ADHESIVE

1 BB5Z*7829164*AA MOULDING

WPRGO

1 BB5Z*7829165*AA MOULDING

WPRGO

1 OSP UNDERCOATING

1 FB5Z*5230*A MUFFLER ASY - CENTRE AND REAR

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 - TOTAL LINE A: 0.00

1335 UPON LAST VISIT TECH TEST DROVE VEHICLE APPROXIMATELY 20 MILES FOR 25 MINUTES. THIS VISIT SHOP FOREMAN TEST DROVE VEHICLE 25 MILES IN 40 MINUTES STILL NO SMELL CONTACT HOTLINE (109193913) THERE ARE NO PREVIOUS REPORTS OR REPAIRS FOR THIS CONCERN HOWEVER HOTLINE SUGGESTED PERFORMING STEPS OUTLINED IN TSB 14-0130 PERFORM SMOKE TEST ON EXHAUST TO CHECK FOR ANY LEAKS NO LEAKS FOUND REMOVE BOTH REAR SIDE WHEEL MOLDINGS REMOVE BOTH TAIL LAMP ASSEMBLIES REMOVE REAR BUMPER COVER WHILE USING SEAM SEALER SEAL UP ANY OPEN BODY SEAMS IN REAR OF VEHICLE THEN COVER ALL BODY PLUGS AND REMAINING BODY SEAMS WITH RUBBERIZED UNDERCOATING REINSTALL BUMPER TAIL LAMPS AND EXHAUST ROAD TEST TO VERIFY REPAIR THERE IS A STILL A CHEMICAL SMELL FROM VEHICLE CALL HOTLINE WAS TOLD TO REMOVE REAR BUMPER REMOVE REAR TAIL LAMP ASSEMBLY LOWER EXHAUST TAPE OF REAR AIR EXTRACTORS TURN BLOWER ON HIGH AND SQUIRT UNDERNEATH VEHICLE WITH SOAPY WATER TO PINPOINT ANY LEAKS THERE IS NO LEAKS FOUND FIELD SERVICE ENGINEER LOOKED AT VEHICLE WAS TOLD TO REPROGRAM HVAC AND PCM MODULES. AFTER REPROGRAMING MODULES WAS INSTRUCTED TO LIFT VEHICLE ON HOIST AND REPLACE MUFFLER ASSEMBLY

B PERFORM COMPLIMENTARY MULTI POINT INSPECTION

CAUSE: PERFORM COMPLIMENTARY MULTI POINT INSPECTION

NOTICE PURSUANT TO §70.001, Texas Property Code

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

SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR THE PERSON RESPONSIBLE FOR PAYMENT.

CUSTOMER SIGNATURE

CUSTOMER COPY

CUSTOMER #: [REDACTED]

INVOICE



DUPLICATE 1
PAGE 1

18411 LBJ FREEWAY MESQUITE, TEXAS 75150
(972) 682-1200

KEMP TX

HOME: [REDACTED] CON [REDACTED]
BUS: [REDACTED] CEL [REDACTED]

SERVICE ADVISOR: 1341 DAVID LOCKWOOD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
GREEN	16	FORD EXPLORER	1FM5K7D8XGG [REDACTED] 6		2427/2427	[REDACTED]	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22OCT15 DD			17:00 10NOV15		0.00	CASH	20NOV15

R.O. OPENED	READY	OPTIONS:	SOLD-9
17:24 09NOV15	16:33 20NOV15	ENG:3.5 Liter T [REDACTED]	[REDACTED]

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES VEHICLE HAS AN EXHAUST SMELL INSIDE THE CABIN OF THE VEHICLE PLEASE CHECK AND ADVISE

CAUSE: TIME TO PERFORM A COMPLETE DIAGNOSIS.
000 QUICK SERVICE

984 CONOMOS, STEPHEN A LIC#: 984
WAR

1 FB5Z*5230*B MUFFLER ASY - CENTRE AND REAR	(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:	(N/C)
0.00	0.00

2427 REPLACE MUFFLER ASSEMBLY PER FORD MOTOR COMPANY CHECK FOR ANY
EXHAUST LEAKS ROAD TEST TO VERIFY REPAIR

B RENTAL

INFO INFORMATION LINE ONLY

99 IR

SUBL INTERNAL RENTAL (N/C)

IR

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: (N/C)

0.00 NWD 0.00

C** PERFORM COMPLIMENTARY MULTI POINT INSPECTION

CAUSE: PERFORM COMPLIMENTARY MULTI POINT INSPECTION
99P PERFORM COMPLIMENTARY MULTI POINT INSPECTION

984 CONOMOS, STEPHEN A LIC#: 984
IS

GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME (N/C)

984 CONOMOS, STEPHEN A LIC#: 984
IS

GBATT BATTERY CONDITION IS GOOD (N/C)

984 CONOMOS, STEPHEN A LIC#: 984
IS

GBK BRAKE LININGS ARE OK AT THIS TIME (N/C)

984 CONOMOS, STEPHEN A LIC#: 984
IS

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: (N/C)

0.00 0.00 0.00 0.00

NOTICE PURSUANT TO §70.001, Texas Property Code

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

SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR THE PERSON RESPONSIBLE FOR PAYMENT.

CUSTOMER SIGNATURE

CUSTOMER #:



INVOICE

PAGE 1

18411 LBJ FREEWAY MESQUITE, TEXAS 75150 (972) 682-1200

SERVICE ADVISOR: 1679 JONATHAN SPENCE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
GREEN	16	FORD EXPLORER	1FM5K7D8XGC		5446/5447		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22OCT15 DD			19:00 12JAN16	SEE BELOW	0.00	MPP	12JAN16
R.O. OPENED	READY	OPTIONS: SOLD-STK ENG:3.5 Liter Ti-					
07:19 12JAN16	13:58 12JAN16						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A PERFORM REPAIR TO REAR VENTS AS INSTRUCTED BY FSE...CUSTOMER STATES SHE IS STILL GETTING EXHAUST SMELL INSIDE CABIN OF VEHICLE.

CAUSE:

- 140130B REPROGRAM HVAC MODULE, REPLACE AIR EXTRACTORS, INSTALL LIF 1526 WAR
- 1 BB5Z*7829164*AA MOULDING WPRBN
- 1 BB5Z*7829165*AA MOULDING WPRBN
- 1 08367 URETHANE SEAM SEALER

(N/C)
(N/C)
(N/C)
(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

5447 2.00 VERIFIED/C TIME TO PERFORM TSB 14-0130, TIME TO REMOVE BUMPER COVER AND SEAL EXTRACTORS, SEALED SEAMS, INSTALLED DRAINS, REPALCED FENDER MOLDINGS, REPROGRAMED HVAC, VERIFIED REPAIRS

B OIL AND FILTER CHANGE, LUBRICATE CHASSIS, ROTATE AND INSPECT TIRES FOR PROPER WEAR.

CAUSE: OIL AND FILTER CHANGE, LUBRICATE CHASSIS, ROTATE AND INSPECT TIRES FOR PROPER WEAR.

- 5K OIL AND FILTER CHANGE, LUBRICATE CHASSIS, ROTATE AND INSPECT TIRES FOR PROPER WEAR. 1526CMPPQ

1 FL*500*SB12 FILTER ASY - OIL 21.50 21.50 21.50
6 XO*5W20*BSP MOTORCRAFT OIL SAE 5W20 4.12 0.00 0.00

PARTS: 21.50 LABOR: 29.23 OTHER: 0.00 TOTAL LINE B: 50.73

5447 0.60 DONE

C PERFORM COMPLIMENTARY MULTI POINT INSPECTION

CAUSE: PERFORM COMPLIMENTARY MULTI POINT INSPECTION.

- 99P PERFORM COMPLIMENTARY MULTI POINT INSPECTION. 1526 IS

(N/C)
(N/C)

GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME 1526 IS

NOTICE PURSUANT TO §70.001, Texas Property Code

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

SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR THE PERSON RESPONSIBLE FOR PAYMENT.

CUSTOMER SIGNATURE

CUSTOMER #

INVOICE



KEMP, TX

PAGE 1

18411 LBJ FREEWAY MESQUITE, TEXAS 76150 (972) 682-1200

SERVICE ADVISOR: 1797 SHANNON FAUVER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
GREEN	16	FORD EXPLORER	1FM5K7D8XGG		17715/17715		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
22OCT15 DD			14:00 27JUN16		0.00	CASH	30JUN16
R.O. OPENED	READY	OPTIONS: SOLD-STK					
		ENG:3.5 Liter Ti-VCT					

13:17 27JUN16 09:15 30JUN16

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	C/S	THAT SHE CAN SMELL EXHAUST IN THE CAB WHILE DRIVING. SMELLS MORE WHEN ON THE GAS, AND AT HIGHWAY SPEEDS. CHECK AND ADVISE.					
		NWD NO WORK PERFORMED AT THIS TIME					

99 IS (N/C)
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

17715
 CONTACTED HOTLINE - CONTACT ID - ADVISED TO TAPE OFF ALL BODY OPENINGS-PREVIOUSLY COMPLETED-ADVISED TO INSTALL EXHAUST#FB5Z-5230-B-PREVIOUSLY COMPLETED. ADVISED TO UPDATE HVAC MODULE TO LATEST CALIBRATION (ALSO PREVIOUSLY COMPLETED). LATEST RESPONSE BELOW:
 According to chart 21 of PC/ED, A slight sulfur smell may be normal. Catalysts with less than 8-000-16,000 kilometers (5,000-10,000 miles), either from a new vehicle or new catalyst, are likely to have a sulfur smell due to the highly active state of new catalysts. Installing a new catalyst may actually make the symptom worse.

B C/S THAT ITS BAD ENOUGH TO CAUSE HEADACHES AND FOR FAMILY TO NOT RIDE IN THE VEHICLE WITH HER
 NWD NO WORK PERFORMED AT THIS TIME

99 IS
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C PERFORM COMPLIMENTARY WORLD CLASS MULTI POINT INSPECTION
 NWD NO WORK PERFORMED AT THIS TIME

99 IS
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

D BOOK NEXT SERVICE APPOINTMENT
 NA BOOK NEXT SERVICE APPOINTMENT
 99 IS
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

E C/S THAT SHE NEEDS A RENTAL
 INFO C/S THAT SHE NEEDS A RENTAL

Advisor made with customer on 06/27/2016. Was able to confirm smell for all 4 cylinders and clear @ by my speed

NOTICE PURSUANT TO 970.001, Texas Property Code I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSESSION IN ACCORDANCE WITH 99.503, TEXAS BUSINESS AND COMMERCE CODE, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
	CUSTOMER SIGNATURE	LABOR AMOUNT	
	PARTS AMOUNT		
	GAS, OIL, LUBE		
	SUBLET AMOUNT		
	MISC. CHARGES		
	TOTAL CHARGES		
	LESS INSURANCE		
	SALES TAX		
	PLEASE PAY THIS AMOUNT		

CUSTOMER #



INVOICE

KEMP, TX

PAGE 2

18411 LBJ FREEWAY MESQUITE, TEXAS 75150
(972) 682-1200

BUS: 903-477-0430 CELL: 903-288-3800

SERVICE ADVISOR: 1797 SHANNON FAUVER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
GREEN	16	FORD EXPLORER	1FM5K7D8XGG		17715/17715		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
22OCT15 DE			14:00 27JUN16		0.00	CASH	30JUN16

R.O. OPENED	READY	OPTIONS:
13:17 27JUN16	09:15 30JUN16	SOLD-STK ENG:3.5 Liter Ti-VCT

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL	
		99	CP			0.00	0.00	
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	0.00

SUBL WARRANTY RENTAL
WAR (N/C)
FC: 1

We value your feedback; you may be receiving a survey from Ford. Please be sure to return it as it is a direct reflection of your experience, if you have any questions please contact Dave Lockwood at 972-682-1297 at your convenience. We appreciate your visit today!!!



No repairs made. Ford has no other repairs, all has been made. I was told there is nothing can do to fix it. My Ford Explorer still smells of exhaust very bad while driving.



<p>NOTICE PURSUANT TO §70.001, Texas Property Code</p> <p>I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH §9.503, TEXAS BUSINESS AND COMMERCE CODE, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.</p>	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
	<p>SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR THE PERSON RESPONSIBLE FOR PAYMENT.</p>	<p>The factory warranty constitutes all of the warranties with respect to the sale of this item/tems. 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/tems.</p> <p>CUSTOMER SIGNATURE</p>	<p>LABOR AMOUNT 0.00</p> <p>PARTS AMOUNT 0.00</p> <p>GAS, OIL, LUBE 0.00</p> <p>SUBLET AMOUNT 0.00</p> <p>MISC. CHARGES 0.00</p> <p>TOTAL CHARGES 0.00</p> <p>LESS INSURANCE 0.00</p> <p>SALES TAX 0.00</p> <p>PLEASE PAY THIS AMOUNT 0.00</p>

CUSTOMER COPY

EXHIBIT D

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law

P.O. Box 191125

Dallas, TX 75219

Telephone (888) 415-0610

Facsimile (888) 809-7010

Email: info@lemonlawgrouppartners.com

January 17, 2016

Ford Motor Company
P.O. Box 6248
Dearborn, MI 48126

Vehicle: 2016 Ford Explorer

VIN: 1FM5K7D8XGG [REDACTED]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of [REDACTED] relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: s/n Adam Hamilton

Attorney for Plaintiff

CC: Randall Reed's Prestige Ford



Attorneys:

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Riverside • CA • 92501-1766
Tel: 951•276•1199
Fax: 951•276•1485

January 26, 2016

FORD MOTOR COMPANY
c/o CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

FEB 02 2016

OFFICE OF THE
GENERAL COUNSEL

Re: **Our Client:** [REDACTED]
Date of Loss: **November 14, 2015**

Dear Risk Manager:

Please be advised that [REDACTED] has retained the services of this firm to represent him in connection with the accident noted above.

Please direct all communications regarding this claim to this office. You are prohibited from contacting our client directly. At the appropriate time we will submit documentary evidence in support of this claim along with a settlement demand.

On November 14, 2015, our client was in the course and scope of his employment with the California Highway Patrol in a Ford Explorer Interceptor when he suffered a stroke caused by the carbon monoxide poisoning. He continues to treat. We will present a demand once his claim evaluation has concluded.

Thank you for your attention to this matter.

Very truly yours,


JEFFREY M. PADILLA

JMP:jah



Bishop Area - 825

Incident Review



DATE OF COLLISION (MONTH-DAY-YEAR)	TIME (2400)	NCIC	OFFICER ID	NUMBER	MAIT CASE NUMBER	PAGE
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IL-041-15
Fleet Operations Section

MAIT SUPPLEMENTAL

This investigation was conducted by the California Highway Patrol (CHP) Inland Division Multidisciplinary Accident Investigation Team (MAIT).



MAIT PERSONNEL:

Sergeant L. Berns, ID 15244, Inland Division MAIT Team Leader *

SUBPOENAS FOR MAIT PERSONNEL SHOULD BE DIRECTED TO:

California Highway Patrol
Inland Division MAIT
847 East Brier Drive
San Bernardino, California 92408

Attention: Sergeant L. Berns



STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
 MULTIDISCIPLINARY ACCIDENT INVESTIGATION TEAM NARRATIVE / DIAGRAM
 CHP 558 (REV. 9-08) OPI 085 (MAIL use only)

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INTRODUCTION

Notification

On November 15, at approximately 1343 hours, CHP Bishop Area Officer [REDACTED] ID 20183, was traveling south on United States Route (US) 395, just south of Keoughs Hot Springs Road, when he observed a tan sedan traveling north on US 395 at a radar confirmed speed of 99 miles per hour in a posted 65 mile per hour speed zone. Officer [REDACTED] negotiated a U-turn through the median and conducted an enforcement stop on the sedan just north of Keoughs Hot Springs Road. During the course of the enforcement stop, Officer [REDACTED] felt faint and fell to the ground. As a result, Officer [REDACTED] was transported to Northern Inyo Hospital in Bishop, where he underwent treatment by the attending physician.

The patrol vehicle Officer [REDACTED] was operating during his work shift was a 2014 Ford Police Interceptor Sport Utility Vehicle (1448277). Since a diagnosis was not immediately clear as to the cause of Officer [REDACTED] condition, the patrol vehicle he was operating was transported to the CHP's Fleet Operations Section for testing of carbon monoxide emissions.

Issues

Carbon monoxide (CO) is a poisonous, colorless, odorless, and tasteless gas. Although it has no detectable odor, CO is often mixed with other gases that do have an odor. Carbon monoxide is a common industrial hazard resulting from the incomplete burning of natural gas and any other material containing carbon such as gasoline, kerosene, oil, propane, coal, or wood. Forges, blast furnaces and coke ovens produce CO, but one of the most common sources of exposure in the workplace is the internal combustion engine.

Carbon monoxide is harmful when breathed because it displaces oxygen in the blood and deprives the heart, brain, and other vital organs of oxygen. Large amounts of CO can overcome a person in minutes without warning, causing loss of consciousness.

Besides tightness across the chest, initial symptoms of CO poisoning may include headache, fatigue, dizziness, drowsiness, or nausea. Sudden chest pain may occur in people with angina. During prolonged or high exposures, symptoms may worsen and include vomiting, confusion, and collapse, in addition to loss of consciousness and muscle weakness. Symptoms vary widely from person to person. Carbon monoxide poisoning may occur sooner in those most susceptible: young children, elderly people, people with lung or heart disease, people at high altitudes, or those who already have elevated CO blood levels, such as smokers.¹

Due to the serious nature of this event, Inland Division MAIT was requested to conduct a profile on Officer Sweet's actions leading up to his collapse, with the primary focus on potential avenues for carbon monoxide exposure.

STATE OF CALIFORNIA

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

MULTIDISCIPLINARY ACCIDENT INVESTIGATION TEAM NARRATIVE / DIAGRAM

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PROFILE STATEMENT

[REDACTED]

Sergeant Bems contacted Officer [REDACTED] on December 1, 2015, at 1400 hours, to obtain his pre-incident profile. The following is a summary of the telephonic interview:

Officer [REDACTED] grew up in the Sacramento area. In the ten years prior to him joining the CHP, Officer [REDACTED] was employed in the construction field where he primarily dealt with underground pipe installation. He installed water main pipes, sewer drains, and storm drains. As a member of a labor union, he fell under the employ of various construction companies. Most of the construction jobs he worked were in or near Lincoln, California, but he did work some construction jobs in Bishop, California before the housing market crashed.

During those construction projects, Officer [REDACTED] excavated or installed different lines, to include sewer lines and/or gravity feed water or storm lines that were up to 40 feet in depth. The lines consisted primarily of concrete pipe, plastic pipe, or clay sewer pipes. During those construction years he was issued "sniffers" when he had to complete underground projects that required him to descend down manhole covers. He described those "sniffers" as an apparatus that contained a hose extending from a monitoring device that detected what he believed to be gasses coming from sewers. Based upon his knowledge of the device, it was supposed to warn him if there were any fumes [hazardous gasses] in the work area.

The year previous to Officer [REDACTED] being employed by the CHP, he indicated he worked at a Caltrans yard in Marysville, California disposing of hazardous dirt contaminated with diesel fuel. While at that position, Officer [REDACTED] related he went through a 24 hour "Hazmat Whopper Course" as part of his employment, presumably to understand workplace hazards while dealing with hazardous materials.

After his construction experiences, Officer [REDACTED] entered the CHP Academy in April 2010 and successfully graduated in October of the same year. During his Emergency Vehicle Operation Course (EVOC) training, he operated the Ford Crown Victoria Police Interceptor and had no driving experience with the Ford Police Interceptor Sport Utility Vehicle.

His first duty assignment was in Mammoth Lakes, California, where he spent the first two and a half years of his career. He then transferred and spent the next 22 months (approximately) in the Oakland Area prior to being transferred to the Bishop Area on December 1, 2014. He has been assigned to the Bishop Area ever since.

The first exposure Officer [REDACTED] had to the Ford Police Interceptor Sport Utility Vehicle was in the Oakland Area. Although he was not certified to drive that model patrol vehicle, his graveyard partner, Officer Brent Logar, ID 18712, was. During his experience as a passenger in the Ford Police Interceptor Sport Utility Vehicle, he did not experience any adverse reactions or felt ill.

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PROFILE STATEMENT

Since graduation from the CHP Academy, Officer [REDACTED] worked the 12 hour Alternate Work Week (AWW) schedule at every office he had been assigned. After transferring to the Bishop Area, he primarily worked and preferred the graveyard shift; however, he was assigned dayshift duties on October 1, 2015. The dayshift work schedule commenced at 0600 hours and concluded at 1830 hours. He was working the dayshift schedule at the time of this incident.

On the date of the incident, Officer [REDACTED] selected to drive a 2014 Ford Police Interceptor Sport Utility Vehicle (1448277), which was a fleet vehicle assigned to the Bishop Area. According to him, the Bishop Area did not have an assigned patrol vehicle program in place. Officer [REDACTED] indicated that he preferred to check-out this particular patrol vehicle as it had the newest radar equipment, the latest installation of the California Automated Reporting System (CARS 6.0), and had no cage [for prisoner transport].

During his pre-shift inspection, Officer [REDACTED] did not note any abnormalities. However, he did indicate that when he started the patrol vehicle in the morning to conduct his pre-shift inspection (only after it was pointed out by another co-worker) he got a quick "whiff" of an emission smell. When asked for clarification he stated that the smell was from another patrol vehicle. Officer [REDACTED] surmised that it was from another Ford Police Interceptor Sport Utility Vehicle, which he identified as "1448283." According to him patrol vehicle "1448283" was always having problems, had numerous complaints of emission smells from fellow officers, and was constantly being taken out of service for that reason.

Regarding the 2014 Ford Police Interceptor Sport Utility Vehicle Officer [REDACTED] checked out on the day of this incident, he had no previous experiences of detecting emission smells, nor had he heard of any complaints from his fellow officers. To his knowledge, the patrol vehicle was not involved in any prior collisions, but he did believe it had just returned from an automotive repair shop for transmission problems.

Officer [REDACTED] did not have enough seniority to choose a regular (favorite) beat. On the day of the incident he was assigned to work beat 37-11, which includes unincorporated areas near and around Lake Sabrina and State Route 168. Due to this beat being a less travelled and traditionally lower activity area, and after checking his assigned beat, he decided to patrol an adjoining beat (37-3), which incorporates parts of US 395 south of Bishop. Since he was assigned to work beat 37-11, he would traditionally not travel any further south on US 395 than Big Pine, California.

STATE OF CALIFORNIA

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

MULTIDISCIPLINARY ACCIDENT INVESTIGATION TEAM NARRATIVE / DIAGRAM

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PROFILE STATEMENT

[REDACTED]

Prior to traversing onto beat 37-3, and approximately 2-3 hours into his shift, Officer [REDACTED] developed a headache, which he described as being normal. His headache subsided after he took three ibuprofen pills and rubbed "essential oil" on his head, which he administered while at the Bishop Area office taking his lunch break (at approximately 1310 hours). Officer Sweet stated that he does not have a history of headaches, works out twice a day, and does not eat fast food.

Officer [REDACTED] finished his lunch meal in the office breakroom approximately 20 minutes prior to his medical incident. His lunch consisted of a bean and cheese burrito and a diet Dr. Pepper, which he purchased on "office credit." (Presumably an office snack fund associated with the Bishop Area squad club).

The breakroom where he ate his meal contained a propane stove, but he did not use it to heat his burrito. He instead used the microwave. The propane stove was not on and he did not detect the smell of propane emissions. To his knowledge there were no previous complaints of propane leakage or stove malfunction within the breakroom.

While at the Bishop Area office, which he believed was heated via propane, he did not detect the smell of any gaseous emissions. He further indicated that he did not spend any time near the outside backup generator (which was not running) or automotive bay.

After completing his lunch break, Officer [REDACTED] drove to a scale facility just south of Bishop. The scale facility was closed and gated shut, so Officer Sweet parked his patrol vehicle on a paved surface near the scale facility building that was elevated above the travel lanes of US 395. He sat in his patrol vehicle with the engine idling for a few minutes monitoring traffic. Although he was not completely sure, Officer [REDACTED] believed his patrol vehicle windows were up during this timeframe. After a few minutes of experiencing limited traffic, Officer [REDACTED] decided to travel south on US 395 toward Big Pine. His plan was to patrol a county road near Big Pine that was notorious for impaired driver activity.

While traveling south on US 395, just south of Keoughs Hot Springs Road, Officer [REDACTED] noticed a tan older model sedan traveling north at a radar confirmed speed of 99 miles per hour. He was unsure of the sedan's year, make or model, but thought it was either a Pontiac or Chevy that was in poor condition. In order to catch up to the sedan, Officer [REDACTED] had to negotiate a U-turn by traversing the median separating the northbound and southbound lanes of US 395. Due to the speed of the sedan, he accelerated his patrol vehicle aggressively to overtake it.

While overtaking the sedan, Officer [REDACTED] stated that his patrol vehicle's air condition was on and his windows were up. At no point during this portion of the enforcement action did he detect the odor of exhaust emissions or feel disoriented. Just north of Keoughs Hot Springs Road (approximately one mile north of his first observation of the sedan), Officer [REDACTED] overtook the sedan and initiated the enforcement stop.

[REDACTED]

STATE OF CALIFORNIA
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PROFILE STATEMENT

Officer [REDACTED] stopped his patrol vehicle approximately 10-14 feet straight behind the sedan. After exiting his patrol vehicle, he walked around the rear of the patrol vehicle and headed toward the passenger side of the sedan. Although both vehicles were idling, he did not detect exhaust emissions from either vehicle. Upon his approach, he got dizzy real quick, which he thought was weird. Officer [REDACTED] decided to continue with his enforcement efforts. When he started speaking to the occupants of the sedan, a white male driver in his mid-20's and a female passenger from a foreign country, Officer [REDACTED] got "real dizzy" and everything started spinning. He tried to walk back to his patrol vehicle, but couldn't make it and went to the ground.

After going to the ground, he attempted to contact dispatch, but he went out over the radio as unit 37-11, which he believed might have confused dispatch of his location because he was on beat 37-3. At some point the female passenger exited the sedan and tried to comfort him by placing her shirt under his head. Officer [REDACTED] had very little recollection of the enforcement stop beyond what he indicated.

Officer [REDACTED] was transported to Northern Inyo Hospital in Bishop for treatment. During treatment, the attending physician informed him that he had suffered a migraine headache and possibly needed a chiropractic adjustment. Although the physician discussed his carbon monoxide levels, he was not sure what they were. Regarding his carbon monoxide levels, the physician informed him that the typical smoker has three times the levels he had in his system.

The following day, his physician told him he was diagnosed as having a stroke that was brought on by a long term migraine. Officer [REDACTED] felt this diagnosis was odd as he did not have a history of severe headaches.

While discussing his previous medical history, [REDACTED] stated that he had been diagnosed with asthma in 2010, while assigned to Mammoth Lakes. His doctor at the time indicated that his asthma was caused by an allergic reaction to pet dandruff ([REDACTED] has three dogs and three cats). To alleviate the symptoms of asthma, he was prescribed Advair and an Albuterol inhaler. Neither of which were used by him after they were prescribed.

Approximately 10 days prior to this incident, [REDACTED] and his family received flu shots. Although no one else in his family experienced any side effects, he thought that the flu shot could have contributed to his headache.

When asked about the environmental conditions, [REDACTED] indicated it was cold in the morning so he wore his cold weather suit, which he regretted later in the day because it warmed up. The warming of the weather prompted him to activate his patrol vehicle's air conditioning most of the day. Since he was operating the air conditioning, he kept his windows up most of the time. [REDACTED] set the air conditioning on maximum cold with the fan on low. The vent was set to receive outside air. The only time he sets the vent to recirculate the cabin air was when he drove down dirt roads. [REDACTED] did not know if the patrol vehicle he was operating had a rear vent for the second row passenger seat.

STATE OF CALIFORNIA

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

MULTIDISCIPLINARY ACCIDENT INVESTIGATION TEAM NARRATIVE / DIAGRAM

CHP 558 (REV. 8-08) OPI 085 (MAIT use only)

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PROFILE STATEMENT

[REDACTED]

[REDACTED] had limited recollection of his prior enforcement activity. He indicated that he remembered issuing three citations, but made additional stops that did not result in the issuance of a citation. Of the vehicles he stopped, most were newer vehicles and he did not remember any of them emitting any exhaust fumes or being in a mechanical condition that he would have taken note of. [REDACTED] could not provide any further details regarding his enforcement activity.

On the night prior to the incident, [REDACTED] fell asleep on the couch with his clothes on while watching television with his son. He was sure he ate something for dinner that night, but couldn't remember what it was. The next morning he worked out in his garage prior to going to work. The garage was cold and did not have a heat source.

When asked about potential outside sources of carbon monoxide exposure, [REDACTED] indicated that he had not barbequed recently, but when he does, he conducts his cooking in the back yard utilizing a propane barbeque.

During the course of the interview, it was determined that [REDACTED] did not have a workshop, did not own any off-highway vehicles or boats, and had not worked on any vehicles within the last month. His main mode of transportation was a 1999 Toyota Camry, which he used to drive back and forth to work on a daily basis. [REDACTED] stated the Toyota Camry was smogged approximately 1-2 years ago. Although he knew it passed the smog test, he didn't know the results of the test. While operating the Toyota Camry, he did not recall ever detecting the odor of exhaust emissions.

[REDACTED] related his house was equipped with a propane heater, but propane was too expensive to operate so he utilized his wood stove. [REDACTED] did not build a fire the night prior to the incident, but did build one prior to going to work that day. His house was equipped with a carbon monoxide detector in his hallway close to the bedrooms, approximately 15 feet from the fireplace. He last changed the batteries in the detector approximately one year ago when he purchased the residence. [REDACTED] was confident the detector was in proper working condition.

For normal meal preparation, his family used an older model propane kitchen range. Although it was an older model range, [REDACTED] did not believe there was any leakage of propane, nor did he smell any propane emissions. Since purchasing his residence, he had not had the carbon monoxide levels checked, but believed the levels might have been checked during his home owners inspection.

[REDACTED]

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WITNESS STATEMENTS

The driver of the sedan O [REDACTED] stopped just prior to collapsing was identified by Bishop Area personnel as [REDACTED] ([REDACTED]). [REDACTED] had a date of birth of [REDACTED]. He provided a telephone number of [REDACTED]. A Department of Motor Vehicles (DMV) inquiry revealed his residential address was [REDACTED]. Attempts to contact [REDACTED] met with negative results.

The passenger in the sedan was identified by Bishop Area personnel as [REDACTED]. She provided a date of birth of [REDACTED] and an [REDACTED] address as follows: [REDACTED]. No phone number was provided.

In an attempt to ascertain what type of vehicle [REDACTED] was driving, a review of the Mobile Video/Audio Recording System (MVARs) by Bishop Area Sergeant Edward Diffner, ID 17929, was conducted. The video was not clear enough to obtain the vehicle's license plate; however, he was able to conclude the vehicle was a late 1990 to early 2000 model, gray 4-door sedan, possibly a Toyota Avalon.

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DAILY FIELD RECORD / DRIVER'S EQUIPMENT CHECK

A review of [REDACTED] automated CHP 415 (Daily Field Record) for the date of the incident revealed that it had been completed by Sergeant Scott Howlett, ID 13464. The CHP 415 was coded as 12 hours of Admin time, beat 900. In the notes section Sergeant Howlett documented that he completed the CHP 415 for [REDACTED] who was in the hospital. He also indicated the purpose of completing the CHP 415 for [REDACTED] was to comply with FLSA requirements.

The CHP 415 completed by [REDACTED] the day prior indicated he had drove 240 miles, issued one citation, gave four verbal warnings, provided five motorist services, and assisted a Nevada Highway Patrol officer with a non-injury collision (no details provided).

The CHP 415 dated November 13, 2015, indicated [REDACTED] drove 176 miles, issued one citation, gave one verbal warning, investigated a non-injury collision (vehicle vs. deer), and arrested an impaired driver.

Although [REDACTED] was on regular days off on November 11-12, 2015, the CHP 415 for November 11th indicated that he worked a movie detail from 0400 hours to 1900 hours. During the course of the movie detail (reimbursement number R-15-825-0109), [REDACTED] drove 135 miles, likely responding to and from the event, and provided traffic control for 13 hours.

A CHP 33 (Driver's Equipment Check) for the 2014 Ford Police Interceptor Sport Utility Vehicle [REDACTED] drove the date of this incident indicated that he had checked the same vehicle out on November 13th and 14th. The miles driven were similar to the miles driven [REDACTED] documented on his CHP 415. The miles for the date of the incident had not been documented. The starting milage was documented as being 61,874. When this vehicle was received by the Fleet Operations Section, the odometer reading was 62,057, which is a difference of 183 miles.

DATE OF COLLISION (MONTH-DAY-YEAR)	TIME (MMSS)	NCIC	OFFICER ID NUMBER	MAIT CASE NUMBER	PAGE
11-15-2015	1343	9074	15244	[REDACTED]	11

CONCLUSIONS

[REDACTED] regularly drove the 2014 Ford Police Interceptor Sport Utility Vehicle (1448277). During his operation of that vehicle he never detected exhaust fumes or felt nauseated in any manner, nor had he heard any of his fellow officers complain about this particular vehicle.

The personal vehicle he drove, a 1999 Toyota Camry, passed a smog test within the previous two years and also did not emit any exhaust fumes.

During [REDACTED]'s enforcement encounters and public contacts on the day of the incident, he indicated that most of the vehicles he stopped were newer and did not have any recallable mechanical issues. During those encounters, Officer Sweet indicated that he did not detect any exhaust odors.

While eating lunch at the Bishop Area office, [REDACTED] did not detect any signs of propane leakage within the breakroom, was not near the emergency power generator, which was not running, and did not spend any time within the automotive bay.

[REDACTED] was equipped with a propane heater, which he did not use, a fire place, a propane kitchen range and a working carbon monoxide detector. While inside his residence, he did not detect a gaseous odor emitting from any of the above appliances. Furthermore, none of his family members complained of feeling ill or nauseous.

There were no documented incidents on [REDACTED] CHP 415's to indicate he could have been exposed to hazardous gases.

The attending physician at Northern Inyo Hospital in Bishop, who treated [REDACTED] following the incident, diagnosed him as having a stroke brought on by a long term migraine.

Based upon the totality of the circumstances, and after a thorough review of [REDACTED] daily activities during his work shift and the few days preceding the incident, no avenues of exposure to carbon monoxide or other hazardous gasses could be identified.


Profile Questions

Bishop Area

1. Give me a brief description of your background prior to entering the CHP. (i.e. – education level, City or Town where you grew up, previous employment, etc.)
2. When did you enter the CHP Academy, and when did you graduate?
3. While attending the CHP Academy, what type of vehicles were you trained to drive during the EVOG.
4. When were you assigned to the Bishop Area?
5. Did you have any previous duty assignments other than the Bishop Area? If so, explain.
6. For the month of November, what was your current shift schedule and work shift start times? (9/80 – 4/10 – 12 Hour Shift)
7. How long have you been on that current work schedule?
8. What is the typical beat you prefer to work? (explain beat boundaries)
9. Regarding the patrol vehicle you were operating on November 15, 2015, a 2014 Ford Police Interceptor Sport Utility Vehicle (1448277), was that your assigned vehicle, and/or how many times have you operated it previous to that date?
10. Do you know if that patrol vehicle had any major repairs recently or had it been involved in any previous collisions?
11. On the date of the Incident, were there any abnormalities noted during your pre-shift inspection of the patrol vehicle? (What was listed on the CHP 33?)
12. From the beginning of your shift start time, please recount all your activity leading up to the final enforcement stop you made for the day. If you made enforcement or other contacts (ADV, MS, etc.) with other motorists, what types of vehicles were they?
13. During those contacts, what was the operational condition and of those vehicles? Mechanical condition? (Idling, smoking, leaking exhaust, etc.)

Profile Questions

Bishop Area

14. Did you stop at any location(s) to take a break or eat a meal prior to that enforcement stop? (if so, where and how long)
 15. What were the weather conditions like?
 16. What were the venting/heating/air conditioning configurations set at in the patrol vehicle on the day in question and the moments leading up to the enforcement stop where you felt ill?
 17. Was the vent pulling in air from the outside, or was it set to recirculate the cabin air?
 18. Does the patrol vehicle you were operating that day have a rear vent, and if so, was it on? What about at time of stop?
 19. What was the configuration of your windows throughout the day? (up/down)
 20. How long had you been driving the patrol vehicle prior to making the enforcement stop where you began to feel ill?
 21. What were those driving conditions? (Idling, accelerating, normal driving, monitoring traffic, etc.)
 22. If idling monitoring traffic, where were you stopped/parked and for how long? (were windows up/down)
 23. What was the purpose for the traffic stop and what type of vehicle was it that you stopped?
 24. How much time elapsed between this stop and the previous traffic stop?
 25. Were there any overt mechanical conditions with that vehicle? (Smoking, leaking exhaust, exhaust smell, etc.)
 26. During the enforcement stop, what type of driving conditions did you experience? (Accelerating to catch a speeding motorist, etc.)
 27. Go through the enforcement contact.
 28. How far apart to the rear of the violator's vehicle were you stopped?
- 

Profile Questions

Bishop Area

29. Were you offset to the left/right or straight behind the violator's vehicle?
30. Were both vehicles idling during the stop?
31. At what point during the enforcement stop did you begin to feel ill, and where were you standing/sitting? (Outside near violator's vehicle, near patrol vehicle, sitting in patrol vehicle, near exhaust ports for either vehicle, etc.)
32. Could have the external exhaust from either vehicle affected you?
33. What was the appearance of the violator? Did he/she appear ill or disorientated?
34. During your operational history driving this Ford Police Interceptor Sport Utility Vehicle, have you ever experienced any ill effects while driving it? (If so, explain, did you report it, etc.)
35. Are you aware of any other officers having any side-effects (headaches, nausea, fainting) while driving this particular patrol vehicle?
36. When was your first experience operating any of the Department's Ford Police Interceptor Sport Utility Vehicles (Ford Police Interceptor Sport Utility Vehicle)?
37. Have you experienced any issues while driving those Ford Police Interceptor Sport Utility Vehicles?
38. Have you ever heard of or discussed any issues with Ford Police Interceptor Sport Utility Vehicles emitting CO prior to the incident? (if so, elaborate)
39. If the Ford Police Interceptor Sport Utility Vehicle you were driving the day of the incident tests negative for CO emissions, can you think of any outside influences?
40. Are you willing to discuss the medical diagnosis regarding this incident?
41. What is your medical history, have you ever fainted or passed out prior to this incident?
42. Have you ever been diagnosed with having asthma or bronchitis?

Profile Questions

[REDACTED]

Bishop Area

- 43. Describe your activities the day prior?
- 44. What are your sleeping habits?
- 45. How much sleep did you receive the night before?
- 46. What are your eating habits?
- 47. Do you have any allergies, to include food allergies?
- 48. What type of shape are you in?
- 49. Are you physically active?
- 50. Were you recently sick or experienced flu like symptoms?
- 51. Do you smoke cigarettes or cigars? (how often)
- 52. If so, when did you last smoke prior to the incident?
- 53. What type of personal vehicle do you drive?
- 54. When is the last time you drove it?
- 55. When was the last time it was smogged (status of smog results), and has it ever been checked for CO levels/leaks?
- 56. Do you have any off-highway vehicles? (Motorcycles, quads, Razors, boats, etc.)
- 57. If so, when is the last time you drove/rode or worked on any of those vehicles?
- 58. What type of home heating system do you have?
- 59. Does your home have carbon monoxide detectors? (If so, when is the last time you checked the batteries?)

[REDACTED]

Profile Questions

[REDACTED]
Bishop Area

60. Has your home been checked for CO levels? (If so, when and what were the results?)

61. Have you recently BBQ'd or been near any natural gas or propane cooking/heating equipment?

62. Were any of those scenarios in closed spaces? (i.e. Using a propane heater in a workshop, etc.)

63. Has anyone in your immediate family experienced any similar symptoms? (If so, when and what were they, etc.?)

64. Drug/alcohol abuse?

[REDACTED]

1. ORIGINAL 2. DUPLICATE 3. DELETION

LOG NUMBER: 020183 AREA: 825

NO. DAY YEAR: 11/14/2015

ENFORCEMENT SERVICES COUNT: 05

ACTIVITY TIME SUBCATEGORY	REGULAR HRS MIN	OVERTIME HRS MIN	ENFORCEMENT SERVICES COUNT	REGULAR WORK SHIFT HRS MIN
A. ADJUD.				12 00
B. NREC. TRAINING				
C. COURT				
D. ENFORCE DOC.	20			
E. ACCIDENT INVEST. COMP.				
F. ACCIDENT REPORT COMP.	1 00			
G. DR. ARRESTS	1 10			
H. FELLOW ADR (NON DR)				
I. OTHER IN CUSTODY				
J. CHP 422 WARNINGS				
K. VERBAL WARNINGS	30		4	
L. PARTNER ABST.				
M. P.D. ARREST				
N. S.O. ARREST				
O. OTHER ARRESTS	1 50		1	
P. RESPONSE TIME	2 20		5	
Q. AID DISABLED MOTORIST				
R. VEHICLE STORAGE				
S. VEHICLE TOLP				12 00
T. TRAFFIC CONTROL				
U. EMERGENCY SERVICES				
V. HAZ. MAT. INCIDENTS				
W. HO. CODE				
X. DIV. CODE				
Y. AREA CODE				
Z. INSC.	40			

BEAT HOURS SUMMARY

BEAT CODE	REGULAR HRS MIN	OVERTIME HRS MIN
003	3 40	
909	1 30	
TOTAL ACTIVITY	12 00	

I CERTIFY THIS INFORMATION IS CORRECT. SIGNATURE: jhae! Alan Sweet CHECKED BY: PSH

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL 12/02/2015 09:13

DAILY FIELD RECORD

START TIME	ELAPSED TIME	BEAT	ACTIVITY/COMMENTS
0600	01:00	003	RT-RT 1182
0700	01:45	904	O. Assist-NHP 1182
0845	01:00	003	RT-RT TO BISHOP
0945	01:10	011	202 A T-DUI REPORT
1000	03:40	003	Patrol-
1055	01:00	001	555R T-1182 REPORT
1304	00:06	003	RT-RTH-1125 DOG
1315	00:10	003	Misc.-REFUEL 12.2 GALS
1329	00:06	901	RT-TICKET SIGN OFF
1335	00:10	901	MS-0914PT - NV -
1446	00:10	003	Verbal- [REDACTED] - 22349 A VC
1457	00:10	003	Verbal- [REDACTED] - 22349 A VC
1507	00:05	003	RTH-TIRE TREAD N/B #2 LANE
1514	00:19	003	215-Verbal-14600 A VC
1546	00:10	004	Verbal- [REDACTED] - 22349 A VC
1602	00:05	004	MS- [REDACTED] - PICKING UP ROCKS
1634	00:03	004	RTH-TUMBLEWEEDS
1800	00:30	909	

NOTES:

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1. ORIGINAL 2. DELETION

IC NUMBER	AREA	SHIFT		MILES DRIVEN	ROLL	SPECIAL
020183	825	0600		REGULAR 176	05	
MO	DAY	YEAR				
11	13	2015				
ACTIVITY TIME	REGULAR	OVERTIME	ENFORCEMENT		REGULAR	
SYMBOL	HRS MIN	HRS MIN	SERVICES COUNTY		WORK SHEET	
A. ADMIN			A. CHP 213	1	A. REGULAR	12 00
B. MISC. TRAFFIC			B. CHP 213		B. SPECIAL	
C. COURT			C. CHP 213		C. ON TIME ON	
D. ENFORCE DOC.	20		D. CHP 213		D. BUSINESS	
E. ACCIDENT INVEST. COMP.			E. ACCIDENT		E. VACATION	
F. ACCIDENT REPORT COMP.	1 00		F. ACCIDENT	1	F. HCR (HELP)	
G. DIA ARRESTS	2		G. DIA ARRESTS	1	G. SICK	
H. FELONY ARR (NON DUI)			H. FELONY ARR		H. REIMBURSEMENT	
I. OTHER IN CUSTODY			I. OTHER		I. MILITARY	
J. CHP 422 VIOLATIONS			J. CHP 422		J. LEAVE	
K. VERBAL WARNINGS	10		K. VERBAL	1	K. COMP.	
L. PARTNER ASSIST			L. PARTNER		L. PERSONAL	
M. P.D. ASSIST			M. P.D. ASSIST		M. DOCK	
N. S.O. ASSIST			N. S.O. ASSIST		N. AVOL	
O. OTHER ASSIST			O. OTHER	1	O. JURY DUTY	
P. RESPONSE TIME	2		P. MOTORIST		P. MILITARY	
Q. AND DISABLED MOTORIST			Q. AND DISABLED		Q. LEAVE	
R. VEHICLE STORAGE			R. VEHICLE		R. OTHER	
S. VEHICLE THEFT			S. ABANDONED		S. CODE	
T. TRAFFIC CONTROL			T. ROLL STOLEN		TOTAL	12 00
U. EMERGENCY SERVICES			U. ENTERED		WORK SHEET	
V. HAZ. MAT. INCIDENTS			V. HAZ. MAT.		4. OVERTIME	
W. HQ. CODE			W. HQ. CODE		DUTY	
X. DEV. CODE			X. DEV. CODE		CODE	
Y. AREA CODE			Y. AREA CODE		HRS	
Z. HRS.	40		Z. COURT CANCEL	DAY OFF	HRS	
BEAT HOURS SUMMARY			FROM D. T. WORKED TO		LUNCH PERIOD TO	
BEAT CODE	REGULAR	OVERTIME	SUPERVISOR'S APPROVAL (REQUIRED FOR O.T.)			
909	1 00		SUPERVISOR'S APPROVAL (BARGAINING UNIT ITEMS)			
001	4 50		ABS. CODE			
TOTAL ACTIVITY			5. PROJECTED ABSENCES			
12 00						
I CERTIFY THIS INFORMATION IS CORRECT			SIGNATURE		CHECKED BY:	
			Paul Sweet		PSH	

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
DAILY FIELD RECORD 12/02/2015 0914

START TIME	ELAPSED TIME	BEAT	ACTIVITY/COMMENTS
0600	00:30	909	Brief/Dobrief
0630	00:30	900	PV Svcs.-PV #1448277, ECD #8
0708	00:04	011	RT-23103 VC - [REDACTED]
0712	00:16	011	202 A-215- [REDACTED] - 23152 A VC
0732	00:03	011	RT-NIH - CHEMICAL
0735	00:20	011	202 A T-CHEMICAL TEST
0755	00:40	011	RT-RT - ICI
0835	00:50	011	202 A T-BOOKING - [REDACTED]
0915	00:40	011	RT-RT BISHOP OFFICE
0945	00:30	009	202 D T-DRE - SUPPLEMENTAL
1000	04:50	001	Patrol--
1005	00:20	001	215 T-411'S INCORRECT COURT DATES
1304	00:10	001	Verbal- [REDACTED] - 22349 A VC
1500	00:10	001	Misc.-REFUEL 11.2 GALS
1519	00:11	001	RT-O. Assist-23103 VC - NEG DUI
1531	00:12	001	RT-20001 VC - MAMMOTH AREA - 1022
1643	00:05	001	RT-11-82 VEH VS. DEER
1648	01:00	001	555R-11-82 VEH VS. DEER
1800	00:30	909	
NOTES			

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STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
DRIVER'S EQUIPMENT CHECK
 CHP 33 (Rev. 6-01) OPI 074

ENDING ODOMETER
 BEGINNING ODOMETER
 CHP NUMBER
 MAKE

MONTH
 YEAR
 MILES OPERATED THIS MONTH
 LOCATION

DRIVER NAME	DAY	TIME		ODOMETER		TOTAL MILES	GASOLINE ADDED (Gallons)	TOTAL CREDIT CARD PURCHASE (dollars)	OIL ADDED
		OUT	IN	OUT	IN				
[REDACTED]	5	0600		60470	60577	107	8.4	385 MARRIOTT	
[REDACTED]	9	1200	1800	60612	60854	242	12.1	12.0	3 MESSING
[REDACTED]	10	1800	0000	60854	60980	126	9.6		
[REDACTED]	11	0800	1630	60980	61081	101	6.5		
[REDACTED]	12	0800	1650	61081	61248	168	9.9		
[REDACTED]	12	1800	0600	61248	61256	7			
SWEET	13	0600	1830	61256	61432	176	11.2	2.9	
[REDACTED]	13	1800	0200	61432	61484	52	5.1		
SWEET	14	0600	1745	61484	61704	220	12.2	7.5	
[REDACTED]	14	1800	0600	61704	61874	170	11.3		
SWEET	15	0600		61874			8.7		

TURN OFF RADIO **CHECK FLUID LEVELS**

State of California

Transportation Agency

Memorandum

Date: January 13, 2016

To: Assistant Commissioner, Staff

From: DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Administrative Services Division

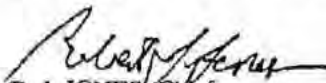
File No.: [REDACTED] 2053

Subject: CABIN AIR QUALITY ASSESSMENT – FORD INTERCEPTOR UTILITY

Due to two recent medical emergencies, Fleet Operations Section (FOS) conducted an evaluation of exhaust gas levels produced by the Ford Police Interceptor Utility (utility vehicle) and the presence of those exhaust gases, particularly carbon monoxide (CO) and carbon dioxide (CO²), within the passenger cabin. No harmful or elevated levels of CO or CO² were detected. A key issue regarding the design of the utility vehicle has been brought to light by the evaluation. The construction of the exhaust system has placed the exhaust pipes at the lowest point of the vehicle. Therefore, exhaust components are susceptible to damage from striking a foreign object.

FOS recommends instituting a more rigid inspection program through amendments to Highway Patrol Manual (HPM) 31.1, Fleet Operations Manual, Chapter 2, Reporting Requirements and the CHP 33E, Vehicle Inspection Checklist. The section listed as 'Suspension' on the form CHP 33E would be amended to 'Underbody' and a checkbox for exhaust system and components would be added. FOS also recommends use of the form CHP 33E be changed from discretionary to mandatory and to be retained for three years following decommissioning of a vehicle. While instituting a requirement that the exhaust system be inspected every 5,000 miles is a sound preventative measure, FOS also recommends that vehicle operators be made aware of the need to report any incident where there is reason to believe that an exhaust system component has struck an object.

Administrative Services Division supports the recommendation of FOS to update both HPM 31.1 and form CHP 33E, as well as the mandatory reporting requirements. Should you have any questions or concerns, please contact Assistant Chief Brandon Johnson or me at (916) 843-3500.


R. J. JONES, Chief

Attachments

cc: Office of Employee Relations
Fleet Operations Section



[REDACTED]

State of California

Transportation Agency

M e m o r a n d u m

Date: December 29, 2015

To: Administrative Services Division

From: **DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**
Fleet Operations Section

File No.: [REDACTED] testing

Subject: CABIN AIR QUALITY ASSESSMENT - FORD INTERCEPTOR UTILITY

Introduction:

On November 15, 2015, Bishop Area California Highway Patrol (CHP) Officer [REDACTED] ID 20183, conducted a speed enforcement stop on United States Route 395. [REDACTED] operating a 2014 Ford Police Interceptor Utility vehicle, CHP equipment number 1448277. Upon contacting the violator, Officer [REDACTED] experienced a medical emergency that caused him to go to the ground and request assistance. Upon transport to a medical facility, [REDACTED] was advised that his bloodwork indicated an elevated concentration of Carbon Monoxide (CO). As appropriate notifications were made through channels, references were made to both CO exposure and Carbon Dioxide exposure (CO²). An examination of the patrol vehicle [REDACTED] was operating was requested.

[REDACTED]
[REDACTED] was operating a 2015 Ford Police Interceptor Utility vehicle, CHP equipment number 1453211, [REDACTED]. An examination of the patrol vehicle [REDACTED] was requested.

Background:

The Ford Police Interceptor Utility is based upon the successful Ford Explorer sport utility vehicle platform. While indistinguishable from the civilian variant from the exterior, the Police Interceptor Utility model is equipped with a drive-train package only available to government purchasers that includes a larger engine (3.7 liter V-6) and more robust transmission (6F55).

With regard to exhaust or other odors within the passenger cabin of the Ford Explorer and Ford Police Interceptor Utility, the National Highway Traffic Safety Administration (NHTSA) has recorded complaints numbering in excess of 100. These complaints range from an odor of exhaust, to an odor of Sulphur, to an odor of propane or natural gas. At this time no action has



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December 29, 2015

been initiated by NHTSA's Office of Defects Investigations. These complaints are open-source information and may be viewed on NHTSA's website.

Similarly, Ford Motor Company has responded to both odor of exhaust and odor of natural gas or propane complaints regarding the 2013 through 2016 year model Ford Explorer vehicles. The issue of exhaust odor within the passenger cabin has been attributed to those 2013 through 2016 Ford Explorer vehicles equipped with auxiliary air-conditioning. To address the concern, Ford Motor Company has released multiple Technical Service Bulletins (TSB), the most recent being TSB 14-0130 (attachment 1). This TSB provides for the replacement of an air extractor vent at the left rear corner of the vehicle, an examination of the drain vents in the vehicle lift gate, and a resealing of the auxiliary air-conditioning lines where they are plumbed through the lower left rear corner of the vehicle. One vehicle so equipped is in operations with CHP at this time; auxiliary air is purchased with those Ford Police Interceptor Utility vehicles that will be deployed for canine use. To address complaints of a propane or natural gas odor within the passenger compartment, Ford Motor Company released Special Service Message (SSM) 45053 (attachment 2). SSM 45053 describes a condition where immediately preceding the failure of the power transfer unit (PTU), the operator of the vehicle may detect the odor of propane within the vehicle. The condition is caused when lubricant leaks from the PTU and drips on the hot exhaust pipe below. The resulting emissions may infiltrate the passenger cabin through the fresh air cowl vent. This SSM further states that the operator will most likely experience this condition during idling or low speed operations. The ultimate recommendation of this SSM upon substantiation of the complaint is replacement of the PTU. The TSB and SSM are not open source documents; however an internet search for complaints related to both conditions results in multiple articles describing the concerns and perceptions of vehicle owners.

Issues:

On November 20, 2015, Fleet Operations Section (FOS) conducted an inspection of the interior cabin and exhaust system on the 2014 Ford Interceptor Utility, equipment number 1448277, assigned to Bishop Area. The vehicle was first inspected for exhaust system integrity by Inspector of Automotive Equipment Victor Lau, ID A10923. Inspector Lau noted that the right cylinder bank (rear facing of transverse mounted engine) exhaust manifold gasket had been recently replaced. Inspector Lau also noted apparent damage to the right cylinder bank exhaust downpipe. This damage consisted of an area of crush approximately 4 inches in length that resulted in an approximate one-quarter inch deep collapse of the impacted area of the exhaust pipe if viewed in cross-section. No other defects were noted.

The vehicle was started and allowed to idle. An ExTech Instruments CO10 carbon monoxide meter was used to take readings under the vehicle at the exterior of the exhaust system from the exhaust manifolds to the rear of the vehicle. Immediately following a cold start, CO readings of 2 Parts Per Million (PPM) were captured at the left cylinder bank exhaust collector, right

Administrative Services Division
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December 29, 2015

cylinder bank exhaust collector, and the downpipes; including where the damage was located. These readings dropped to 1 PPM and zero PPM over 2-4 minutes as the vehicle warmed. The Ford Police Interceptor Utility is equipped with a single muffler mounted mid-line of the vehicle. Readings around the muffler indicated a fluctuation between 1 PPM and 2 PPM. To prevent rust through from internal condensation, the muffler is manufactured with a 1 mm hole at the bottom of the upstream end to allow for the release of exhaust condensate. Readings at this relief hole measured 9 PPM during cold idle; identical readings were captured at the left and right rear exhaust resonators and the relief holes located there. As the engine reached operating temperature, readings were again taken along the length of the exhaust system; these fluctuated from zero to 1 PPM along the exhaust piping and 4 PPM at the relief holes. Exhaust exiting the vehicle at the tailpipe was measured; left and right readings of 154 PPM and 160 PPM respectively were noted. The rear hatch was opened and an immediate reading of 7 PPM CO was captured in the far rear of the interior; this reading reduced to zero PPM over approximately 3 seconds. Readings inside the passenger compartment at the driver's seating location were taken over a 30 minute period; a steady reading of zero PPM CO was captured.

The vehicle was permitted to idle from 1030 hours until it was driven approximately 10 miles to CHP headquarters at 1230 hours. Sacramento Metropolitan Fire Department Captain Scott Johnson met Fleet Operations Section Commander Captain Steve Mills to conduct an evaluation of vehicle 1448277. East Sacramento Area Officer Matthew Silva was also present with an East Sacramento Area 2013 Ford Interceptor Utility, equipment number 1365004. This vehicle had been reported as having an exhaust odor in the passenger compartment during the graveyard shift of November 19. At the time of testing this vehicle had been driven at freeway speeds for approximately 30 minutes, then allowed to idle for an additional 15 minutes.

Using both a MultiRae 5 Gas meter and a MultiRae Plus meter, Captain Johnson examined interior and engine compartment CO levels. Both meters are certified and are in use with the Sacramento Metropolitan Fire Department. Both meters were calibrated on November 20, 2015, using the appropriate sample gases and were 'fresh-air cleared' prior to conducting any testing. Over a one-hour period, vehicle 1448277 produced a maximum reading of 1 PPM CO in the interior; this reading was transient and lasted approximately one second. These readings were taken with windows closed; the climate control was cycled through heater, air-conditioner, max air conditioner (re-circulating), and vent. Simultaneously a meter was placed within the engine compartment at the cowl vent and the hood was closed. The cowl vent is the air intake for the passenger compartment climate control system. After approximately 30 minutes the meter was retrieved and a maximum reading of 1 PPM CO had been captured. Readings were then captured at the tailpipes, left and right, with maximum CO concentrations of 68-70 PPM. Over a second one-hour period, vehicle 1365004 produced a maximum reading of zero PPM CO in the interior. This reading was taken with windows closed; the climate control was cycled through heater, air-conditioner, max air conditioner (re-circulating), and vent. Simultaneously a meter was placed within the engine compartment at the cowl vent and the hood was closed. After

Administrative Services Division
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approximately 45 minutes the meter was retrieved and a maximum reading of zero PPM CO had been captured.

At the conclusion of a 4.5 hour idle/drive period the interior of unit 1448277 was measured again using the Extech CO10; readings remained at zero PPM CO. No further analysis of East Sacramento Area vehicle 1365004 was conducted.

In order to verify the findings related above regarding levels of CO, and to address concerns regarding the presence of CO², FOS entered into contract with National Analytical Laboratories (NAL) for an independent analysis of the air quality in vehicle 1448277 during all types of operation. National Analytical Laboratories is CalOSHA certified in environmental testing and is a current provider of air quality testing services for Facilities Section when required. Certified air quality testing of vehicle 1448277 occurred on December 14, 2015. This testing involved the use of three SUMMA canisters. A SUMMA canister is an electro polished vacuum canister used to draw air samples from the existing atmosphere for a specified amount of time. A SUMMA canister is the industry standard for environmental air quality testing where SUMMA refers to the method in which the canister is manufactured. The first of three SUMMA canisters performed what is referred to as a 'quick grab.' This canister was activated and drew a large volume of passenger cabin air for a five minute period immediately upon cold start of the vehicle. The second SUMMA canister was used to sample air over an extended two-hour idle test. The vehicle was allowed to idle for two hours where no doors or windows were opened. The third SUMMA canister was used to conduct a four-hour driving test where air quality was continuously sampled over a four hour period. The four-hour drive test was conducted by FOS Commander Captain S. E. Mills; Captain Mills was accompanied by technician Anthony De Arco of NAL. The four-hour drive test covered a physical distance of approximately 154 miles, included multiple high-speed passes to simulate enforcement action, and involved idling to monitor traffic as well as cycling the climate controls through all positions. Throughout each simulated enforcement action the driver's door was opened and closed to simulate approach, citation preparation and re-approach.

On December 21, 2015, FOS conducted an inspection of the interior cabin and exhaust system on the 2015 Ford Police Interceptor Utility, equipment number 1453211, assigned to San Diego Area. Vehicle 1453211 was assessed by Inspectors of Automotive Equipment Victor Lau and James Jacky, ID A15040, who found no indication of PTU fluid leakage or evidence of PTU fluid contact with exhaust piping. Minor evidence of exhaust pipe damage consisting of longitudinal scraping was noted on the right cylinder head down pipe. Using the ExTech CO10 the Inspectors identified the presence of 1 PPM of CO in the passenger cabin at cold start-up. Similarly, readings of 3 PPM CO were identified within the engine compartment and 11 PPM at the exhaust collectors at cold start up. As engine operating temperatures increased, the readings at the exhaust collectors normalized to zero. The condensate weep holes in the muffler and resonators measured 8 PPM at cold start up, normalizing to 5 PPM at engine operating

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temperatures. Certified air quality testing of vehicle 1453211 by NAL occurred on December 22, 2015. This testing also involved the use of three SUMMA canisters. The first of three SUMMA canisters performed the 'quick grab,' drawing in a large volume of passenger cabin air for a five minute period immediately upon cold start of the vehicle. The second SUMMA canister was used to sample air over an extended two-hour idle test. The vehicle was allowed to idle for two hours where no doors or windows were opened. The third SUMMA canister was used to conduct a four-hour driving test where air quality was continuously sampled over a four hour period. The four-hour drive test was conducted by FOS Commander Captain S. E. Mills. As the complaint regarding this vehicle was specific to a propane odor, and Ford Motor Company has attributed this odor to an impending failure of the PTU, the drive test focused on those low speed driving behaviors associated with continuous PTU activation and extended idle periods.

As codified in California Code of Regulations, Title 8, Section 5155, Airborne Contaminants (attachment 3), CalOSHA has established Permissible Exposure Limits (PEL), Short Term Exposure Limits (STEL) and ceiling limits as applicable to both CO and CO². A PEL is that quantity to which it is acceptable to expose an employee for an 8 hour period. A STEL is that concentration where exposure may not exceed 15 minutes. A ceiling is that concentration to which an employee may not be exposed to at any time. As detailed in Table AC-1 of Title 8 (attachment 4), the PEL for CO is 25 PPM and the ceiling limit is 200 PPM; there is no STEL. For CO² the PEL is 5,000 PPM, the STEL is 30,000 PPM and there is no identified ceiling limit.

The results of testing performed on vehicle 1448277 assigned to Bishop Area indicate the following (attachment 5):

- During the first five minutes of idle following cold start, CO was present at a concentration not exceeding 9 PPM.
- During two-hours of idle test, the presence of CO at or above 5 PPM was not detected.*
- During four-hours of drive test, the presence of CO at or above 5 PPM was not detected.*
- During the first five minutes of idle following cold start, the presence of CO² at or above 1,000 PPM was not detected.*
- During two-hours of idle test, the presence of CO² at or above 1,000 PPM was not detected.*
- During four-hours of drive test, the presence of CO² was detected and did not exceed 1,300 PPM.*

**Note: Testing equipment detection threshold for CO is 5 PPM and 1,000 PPM for CO²; the reading of 1,300 PPM CO² during the drive test is with the presence of both the driver and lab technician passenger who expel CO² during normal respiration.*

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The results of testing performed on vehicle 1453211 assigned to San Diego Area indicate the following (attachment 6):

- During the first five minutes of idle following cold start, the presence of CO at or above 5 PPM was not detected.
- During two-hours of idle test, the presence of CO at or above 5 PPM was not detected.
- During four-hours of drive test, the presence of CO at or above 5 PPM was not detected.

- During the first five minutes of idle following cold start, the presence of CO² at or above 1,000 PPM was not detected.
- During two-hours of idle test, the presence of CO² at or above 1,000 PPM was not detected.
- During four-hours of drive test, the presence of CO² at or above 1,000 PPM was not detected.*

Note: The drive test of this vehicle was conducted by a solo occupant.

Discussion:

Bishop Area vehicle 1448277 was examined for the presence of CO and CO² in the passenger cabin and was found to be unremarkable. Vehicle 1448277 was found to have had exhaust system repairs completed in August and October 2015. As this appears to correlate to a recent exhaust manifold gasket replacement, it is possible that at some point prior to Officer Sweet's incident exhaust gases may have infiltrated the passenger cabin. At the time of inspection and certified testing no evidence of CO or CO² at an unsafe level in the passenger cabin was identified.

San Diego Area vehicle 1453211 was examined for the presence of CO and CO² in the passenger cabin and was found to be unremarkable. Vehicle 1453211 was found to have the remnants of a melted plastic bag, possibly a white grocery bag, burned into the bottom of the muffler along the mid-line of the vehicle. No odors or readings of CO were noted by FOS Inspectors of Automotive Equipment during their assessment of this vehicle on December 21, 2015. However, it is possible that a melting plastic bag may have been the source of, or contributed to, the odor related by [REDACTED] on [REDACTED]. At the time of inspection and certified testing no evidence of CO or CO² at an unsafe level in the passenger cabin was identified.

Recommendations:

Highway Patrol Manual (HPM) 31.1, Fleet Operations Manual, Chapter 2, Reporting Requirements, provides guidance and direction to field commands and Automotive Technicians regarding recommended maintenance and required inspections of CHP vehicles. HPM 31.1,



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Chapter 2, states that a routine inspection shall be conducted by a supervisor following each 5,000 mile service. The CHP 33E, Vehicle Inspection Checklist, is provided as a useful tool in directing the scope of the mandatory vehicle inspection and commanders are provided with the discretion to use or not use this form. In its current iteration the CHP 33E does not require a physical inspection of the exhaust system of CHP vehicles.

Fleet Operations Section recommends amending the CHP 33E so that the section currently listed as Suspension reads Underbody; a check box for Exhaust System and Components can then be added (attachment 7). Fleet Operations Section also recommends amending HPM 31.1, Fleet Operations Manual, Chapter 2, Reporting Requirements, Vehicle Inspection Checklist, to change the use of the CHP 33E from discretionary to mandatory. Upon completion, the form will be retained in the CHP 427, Vehicle Folder, as currently required for three-years following decommissioning of the vehicle.

Conclusions:


The certified laboratory results of air quality testing for both the Bishop and San Diego Area vehicles, as well as the informal evaluation of the East Sacramento Area vehicle, indicate that CO and CO² are not present in the passenger cabins of these vehicles at levels considered by CalOSHA to be unsafe. It may be prudent for the Department to make routine physical inspection of CHP owned vehicle exhaust systems a mandatory requirement. Instituting a more rigid inspection program through amendments to HPM 31.1, and requiring a physical inspection of the exhaust system every 5,000 miles through amendments to the CHP 33E, will assist in ensuring integrity of exhaust system components.

A key issue regarding the design of the Ford Police Interceptor Utility has been brought to light by this investigation. The construction of the exhaust system has placed the exhaust pipes as the lowest point of the vehicle and the component most susceptible to damage from striking a foreign object. It was readily apparent in the underbody examination of the Bishop Area vehicle that a significant impact to the exhaust pipes had occurred recently; this may have contributed to the exhaust system repairs noted in August and October 2015. While instituting a requirement that this system be inspected every 5,000 miles is a sound preventative measure, it is also important to stress to CHP vehicle operators the need to report any incident where there is reason to believe that an exhaust system component has struck an object. There will understandably be a great deal of concern regarding the documenting of any exhaust system strike; will it be considered preventable/recordable, or operational damage. As that issue is independent of the findings in this investigation, Fleet Operations Section recommends this Issue Memorandum, all or in part, be forwarded to the Office of Employee Relations for review and comment.

Upon review and approval by Administrative Services Division, Fleet Operations Section requests this Issue Memorandum and attachments be forward to Assistant Commissioner, Staff,

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for review. Please direct any questions regarding the contents of this Issue Memorandum to
Fleet Operations Section, Captain S. E. Mills, at (916) 376-3500, or by e-mail at
stmills@chp.ca.gov.



S. E. MILLS
Captain

Attachments



EXHAUST ODOR IN VEHICLE

TSB 14-0130

FORD:

2011-2016 Explorer

This article supersedes TSB 12-12-4 to update the vehicle model years and Service Procedure.

ISSUE

Some 2011-2016 Explorer vehicles may exhibit an exhaust odor in the vehicle with the auxiliary climate control system on. Customers may indicate the odor smells like sulfur.

ACTION

Follow the Service Procedure steps to correct the condition.

SERVICE PROCEDURE

1. Reprogram the Heating Ventilation Air Conditioning (HVAC) module to the latest calibration using IDS release 91.02 or higher. Calibration files may also be obtained at www.motorcraftservice.com.
 - a. When reprogramming the HVAC, IDS will have additional questions that require a yes response to reprogram the module.
2. Remove the rear bumper cover. Refer to Workshop Manual (WSM), Section 501-19.
3. Replace the left side rear air extractor. (Figure 1)

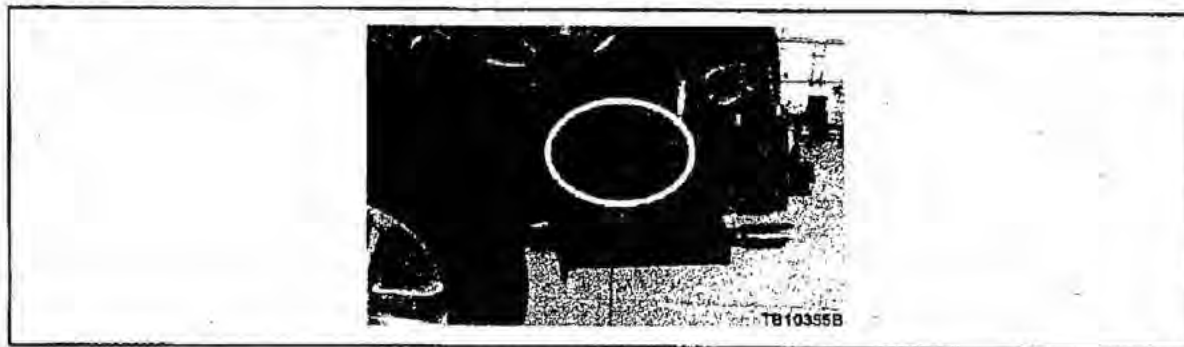


Figure 1 - Article 14-0130

4. Install the rear bumper cover. Refer to WSM, Section 501-19.
 - a. Apply masking tape around the outer edge of the rear fender mouldings to protect the vehicle from damage.
5. Open the liftgate and inspect for the presence of drain valves in the two (2) drain holes on the left and right side of the liftgate. Are the drain valves present? (Figure 2)
 - a. Yes - no further action is required. Repair is complete.
 - b. No - proceed to Step 6.
6. Install a new drain valve in each of the two (2) drain holes on the left and right side of the liftgate. (Figure 2)

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

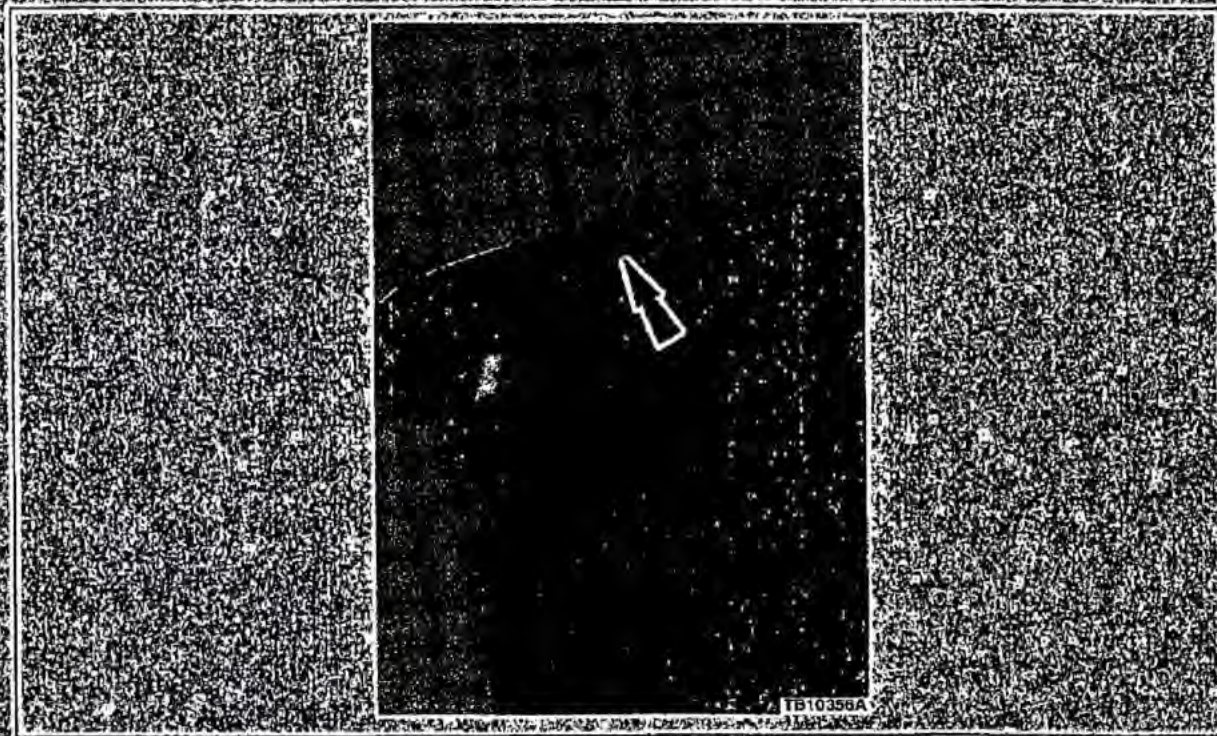


Figure 2 Article 14-0130

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

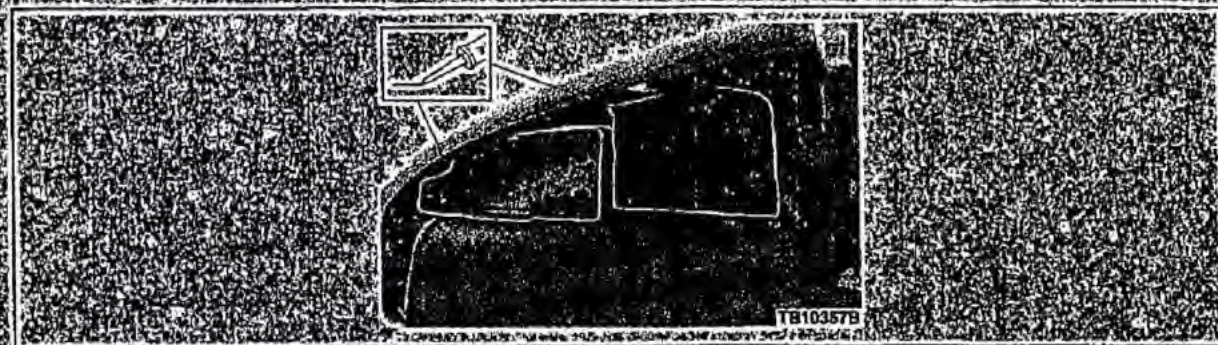


Figure 3 Article 14-0130

TSB 14-0130 (Continued)

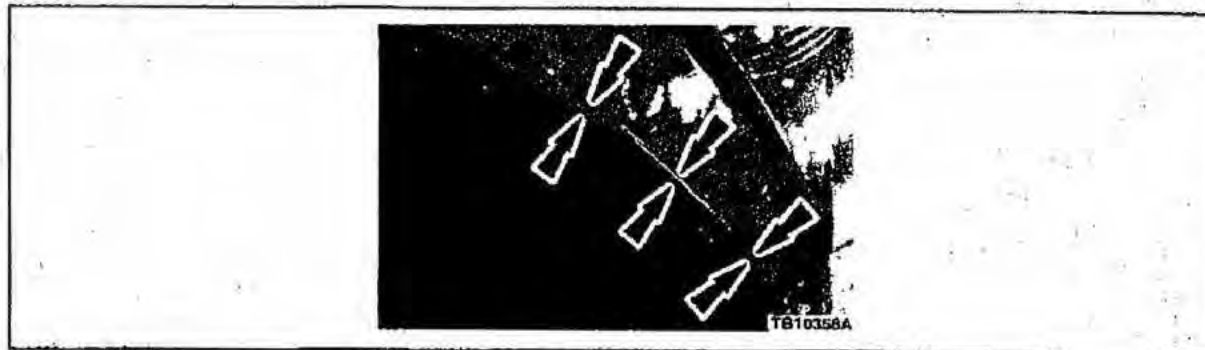


Figure 4 - Article 14-0130

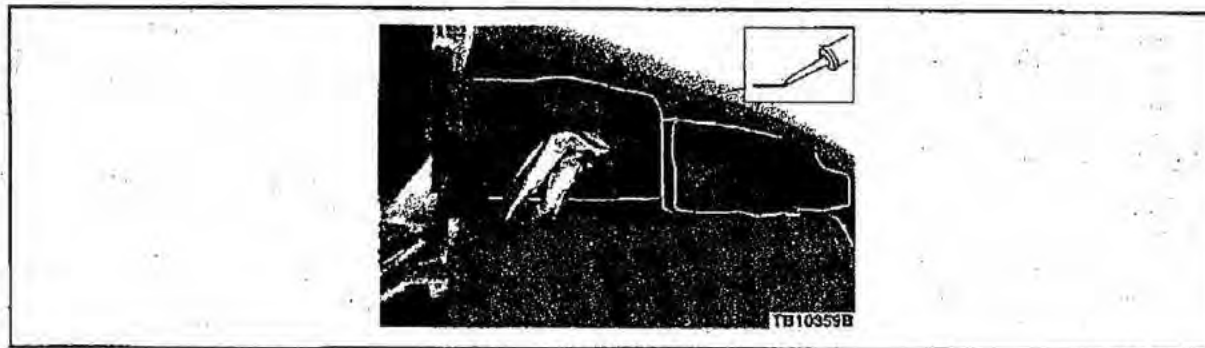


Figure 5 - Article 14-0130

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



Figure 6 - Article 14-0130

13. Install the rear exhaust system.

Obtain Parts Locally	
Part Number	Part Description



TSB 14-0130 (Continued)

(Continued)
08882

3M™ Rubberized Undercoating

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

OPERATION	DESCRIPTION	TIME
140130A	2011-2015 Explorer: Reprogram The HVAC Module, Replace Air Extractors And Both Rear Fender Mouldings (Do Not Use With Any Other Labor Operations)	1.3 Hrs.
140130B	2011-2015 Explorer: Reprogram The HVAC Module, Replace Air Extractors Both Rear Fender Mouldings, Seal The Body And Install Liftgate Drain Valves (Do Not Use With Any Other Labor Operations)	2.0 Hrs.

WARRANTY STATUS:

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

DEALER CODING

BASIC PART NO.	CONDITION CODE
61280B62	07

SSM 45053 - 2007-2015 Various Vehicles Equipped With All Wheel Drive - Propane, Or Natural Gas Odor During Idle Or Low Speed Driving

Some 2013-2015 MKZ vehicles equipped with a 3.7L, 2007-2014 Edge, 2007-2015 MKX, 2011-2015 Explorer, 2009-2015 Flex, 2010-2015 MKT, 2008-2015 Taurus, 2008-2009 Taurus X, 2009-2015 MKS, 2007-2012 Fusion/MKZ, and 2007-2011 Milan vehicles equipped with a PTU may exhibit a propane, or natural gas odor from the HVAC system after driving the vehicle for 20-45 minutes. This odor, if present, is most noticeable while idling or during low speed driving. Inspect the PTU for fluid leaks and repair any leaks per Workshop Manual Section 308-07B. ~~If odor is still present after the leak repair and cleaning, replace the PTU and vent hose, if equipped. For vehicles with no leaks and odor present, replace the PTU along with the PTU vent hose, if equipped.~~ Refer to Section 7 of the SLTS manual for the appropriate labor operations.

APPLICABLE VEHICLES

2013 - 2015 CAR: C9 MKZ (CD533)
 2007 - 2014 TRUCK: Q1 FORD EDGE/LINCOLN MKX
 2011 - 2015 TRUCK: UB EXPLORER
 2009 - 2015 TRUCK: P3 FLEX (FORD C/O UTILITY)
 2010 - 2015 TRUCK: P4 MKT (LINCOLN C/O UTILITY)
 2013 - 2015 CAR: PH TAURUS
 2008 - 2009 TRUCK: P5 TAURUS X (D219) 2008 & BEYOND
 2013 - 2015 CAR: LE LINCOLN MKS-SWB/LWB
 2007 - 2012 CAR: DE FUSION/MILAN/MKZ (ZEPHYR)
 2007 - 2012 CAR: DE FUSION/MILAN/MKZ (ZEPHYR)
 2007 - 2011 CAR: DE FUSION/MILAN/MKZ (ZEPHYR)
 2013 - 2015 CAR: 00176 MKZ
 2007 - 2014 TRUCK: 00176 EDGE
 2011 - 2014 TRUCK: 00176 EDGE
 2007 - 2015 TRUCK: 00177 MKX
 2011 - 2015 TRUCK: 00134 EXPLORER 4DR
 2013 - 2015 TRUCK: 00134 EXPLORER 4DR
 2013 - 2015 TRUCK: 00134 EXPLORER 4DR
 2009 - 2015 TRUCK: 00189 FLEX
 2010 - 2015 TRUCK: 00194 MKT
 2008 - 2015 CAR: 00117 TAURUS
 2008 - 2009 TRUCK: 00185 TAURUS X
 2009 - 2015 CAR: 00189 MKS
 2007 - 2012 CAR: 00170 FUSION
 2007 - 2012 CAR: 00179 MKZ
 2007 - 2011 CAR: 00171 MILAN

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Subchapter 7. General Industry Safety Orders
Group 16. Control of Hazardous Substances
Article 107. Dusts, Fumes, Mists, Vapors and Gases

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[New query](#)

§5155. Airborne Contaminants.

(a) Scope and Application.

(1) This section establishes requirements for controlling employee exposure to airborne contaminants and skin contact with those substances which are readily absorbed through the skin and are designated by the "S" notation in Table AC-1 at all places of employment in the state.

(2) When this section references another section for controlling employee exposures to a particular airborne contaminant, the provisions of this section for such substance shall apply only to those places of employment which are exempt from the other standard.

Exception: The provisions for strontium chromate contained in this section shall continue to apply in all workplaces and shall be in addition to the requirements stated in Sections 1532.2, 5206, and 8359. The provisions for strontium chromate contained in this section shall continue to apply in all workplaces and shall be in addition to the requirements stated in Sections 1532.2, 5206, and 8359.

Note: Table AC-1 of this section presents concentration limits for airborne contaminants to which nearly all workers may be exposed daily during a 40-hour workweek for a working lifetime without adverse effect. Because of some variation in individual susceptibility, an occasional worker may suffer discomfort, aggravation of a pre-existing condition, or occupational disease upon exposure to concentrations even below the values specified in these tables. The exposure limits established by this section reflect current medical opinion and industrial hygiene practice, doubts being resolved on the side of safety, and are intended to be used in accordance with good industrial hygiene practice by qualified persons. The division recognizes the need for almost continuous review of these concentration limits and also anticipates the need for including new or additional substances. Harmful exposure to any substances not listed in this section shall be controlled in accordance with section 5141.

(b) Definitions.

Ceiling Limit. The maximum concentration of an airborne contaminant to which an employee may be exposed at any time.

Eight-Hour Time-Weighted Average Concentration (TWA). An employee's exposure, as measured or calculated by the formula in Appendix A, to an airborne contaminant during a workday.

Permissible Exposure Limit (PEL). The maximum permitted 8-hour time-weighted average concentration of an airborne contaminant.

Short Term Exposure Limit (STEL). A 15-minute time-weighted average exposure which is not to be exceeded at any time during a workday even if the 8-hour time-weighted average is below the PEL. An averaging period other than 15 minutes may be specified in the footnotes at the end of Table AC-1.

(c) Exposure Limits.

(1) Permissible Exposure Limits (PELs).

(A) An employee exposure to an airborne contaminant in a workday, expressed as an 8-hour TWA concentration, shall not exceed the PEL specified for the substance in Table AC-1.

(B) When substances have additive health effects as described in section (B) of the Appendix to section 5155, the value of D shall not exceed unity.

(2) Short Term Limits.

(A) Short Term Exposure Limit. An employee exposure to an airborne contaminant, expressed as a 15-minute time-weighted average concentration, shall not exceed the STEL specified for the substance in Table AC-1 at any time during the workday. If another averaging period is indicated in the footnotes to Table AC-1, the time-weighted average exposure over that time period shall not exceed the specified STEL at any time during the workday.

(B) All Other Substances Without a Ceiling Limit. Employee exposure to concentrations above the PEL shall be controlled so as to prevent harmful effects such as narcosis, significant irritation of the eyes, skin or respiratory tract, or chronic or irreversible tissue change.

Note: Such substances are not known to cause adverse effects if the maximum concentration of exposure is limited in accordance with the following guidelines.

<i>PEL Value*</i>	<i>Multiplication Factor</i>
<i>(From Table AC-1)</i>	<i>For Maximum Concentration</i>
0 to 1	3
>1 to 10	2
>10	1.5

*Use ppm value unless the concentration is only expressed in mg/M³

(3) Ceiling Limits. Employee exposures shall be controlled such that the applicable ceiling limit specified in Table AC-1 for any airborne contaminant is not exceeded at any time.

(d) **Skin Notation and Protective Clothing.** The substances designated by "S" in the skin notation column of Table AC-1 may be absorbed into the bloodstream through the skin, the mucous membranes and/or the eye, and contribute to the overall exposure. Appropriate protective clothing shall be provided for and used by employees as necessary to prevent skin absorption.

Note: The above requirement does not remove the employer's responsibility to provide appropriate protection from corrosive or skin irritating materials which may not bear the "S" designation.

(e) **Workplace Monitoring.**

(1) Whenever it is reasonable to suspect that employees may be exposed to concentrations of airborne contaminants in excess of levels permitted in section 5155(c), the employer shall monitor (or cause to have monitored) the work environment so that exposures to employees can be measured or calculated.

(2) When exposures to airborne contaminants are found or are expected to exceed allowable levels, measures to control such harmful exposures shall be instituted in accordance with section 5141.

(3) For the adequate protection of employees, the person supervising, directing or evaluating the monitoring and control methods shall be versed in this standard and shall be competent in industrial hygiene practice.

Note: To facilitate the detection of conditions leading to serious overexposures, the screening of the work environment by any person authorized by the employer, using appropriate measuring devices, is encouraged.

(4) All monitoring results shall be recorded and such records shall be retained in accordance with section 3204.

(f) **Medical Surveillance.** A medical surveillance program approved by the division may be required to ensure satisfactory maintenance of employee health and to ascertain the effectiveness of the control method(s).

[Appendix to section 5155](#)

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TABLE AC-1
PERMISSIBLE EXPOSURE LIMITS FOR CHEMICAL CONTAMINANTS

Chemical Abstracts Registry Number ^(a)	Skin ^(d)	Name ^(u)	PEL ^(b)			STEL ^(c)	
			Ppm ^(d)	mg/M ³ ^(e)	Cells ^(d)	Ppm ^(d)	mg/M ³ ^(e)
		also Section 521.4)					
471341		Calcium carbonate; see Particulates not otherwise regulated		--			
156627		Calcium cyanamide	--	0.5			
1305520		Calcium hydroxide	--	5			
1305768		Calcium oxide	--	2			
		Calcium silicate; see Particulates not otherwise regulated					
1344952		Calcium silicate (synthetic); see Particulates not otherwise regulated					
1592230		Calcium stearate	--	10			
7778169		Calcium sulfate; see Particulates not otherwise regulated					
76222		Camphor (synthetic)	--	2			
105602		Caprolactam dust	--	1		3	
105602		Caprolactam vapor	5	20		10	40
2423061	S	Captefal	--	0.1			
133062		Captan	--	5			
63252		Carbaryl; 1-naphthyl N-methylcarbamate	--	5			
1503662		Carbofuran	--	0.1			
1333864		Carbon black	--	3.5			
75150	S	Carbon disulfide	1	3	30 ppm	12	36
558134		Carbon tetrabromide	0.1	1.4		0.3	4
56235	S	Carbon tetrachloride	2	12.6	200 ppm	10	63
75445		Carbonyl chloride; see Phosgene					
353504		Carbonyl fluoride	2	5		5	15
120809	S	Catechol; pyrocatechol	5	20			
9004346		Cellulose (paper fiber); see Particulates not otherwise regulated					
21551791		Cesium hydroxide		2			
57749	S	Chlordane; 1,2,4,5,6,7,8-octachloro-3a,4,7,7a-tetrahydro-4,7-methanoindane	--	0.5			
8001352	S	Chlorinated camphane; toxaphene	--	0.5			1
		Chlorinated diphenyl oxide	--	0.5			
7782505		Chlorine	0.5	1.5		1	3
10049044		Chlorine dioxide	0.1	0.3		0.3	0.9
7790912		Chlorine trifluoride	0.1	0.4	C		
107200		Chloroacetaldehyde	1	3	C		
78955	S	Chloroacetone	1	3.8	C		
532274		alpha-Chloroacetophenone; phenacyl chloride	0.05	0.3			
79049	S	Chloroacetyl chloride	0.05	0.2		0.15	0.69
108907		Chlorobenzene; monochlorobenzene	10	46			
2698411	S	alpha-Chlorobenzylidene melononitrile; OCCM	0.05	0.4	C		
74975		Chlorobromomethane; bromochloromethane	200	1,050			
126998	S	2-Chloro-1,3-butadiene; see Chloroprene					
75456		Chlorodifluoromethane; Fluorocarbon 22	1,000	3,500			
53469219	S	Chlorodiphenyl (42% chlorine)	--	1			
11077691	S	Chlorodiphenyl (54% chlorine)	--	0.5			
106898		1-Chloro-2,3-epoxypropane; see Epichlorohydrin					
75003		Chloroethane; see Ethyl chloride					
107073		2-Chloroethanol; see Ethylene chlorohydrin					

Footnotes (a) through (u) at end of Table AC-1

TABLE AC-1
PERMISSIBLE EXPOSURE LIMITS FOR CHEMICAL CONTAMINANTS

Chemical Abstracts Registry Number ^(a)	Skin ^(b) Name ^(c)	PEL ^(d)			STEL ^(e)	
		ppm ^(f)	mg/M ^(g)	Ceiling ^(h)	ppm ^(f)	mg/M ^(g)
11103869	Zinc oxide dust, see Particulates not otherwise regulated Zinc potassium chromate, as Cr (see also Sections 1532.2, 5206 & 8359)	-	0.005			
557051	Zinc stearate	-	10			
37300235	Zinc yellow, as Cr (see also Sections 1532.2, 5206 & 8359)	-	0.005			
	Zirconium compounds, as Zr	-	5			10

Footnotes to Table AC-1

(a) The Chemical Abstracts Service Registry Number is a designation used to identify a specific compound or substance regardless of the naming system; these numbers were obtained from the Desk Top Analysis Tool for the Common Data Base and from the Chemical Abstracts Indexes.

(b) Refer to section 5155(d) for the significance of the Skin notation.

(c) Trade Names Removed from Table AC-1.

Trade Name	Chemical/Generic Name
Abate	see Temephos
Amato	see Ammonium Sulfamate
Aqualin	see Acrolein
Arsen	see Thiram
Aurolin	see Monocrotophos
Baygon	see Propoxur
Bidrin	see Dicrotophos
Butyl Cellosolve	see 2-Butoxyethanol
Cellosolve	see 2-Ethoxyethanol
Cellosolve Acetate	see 2-Ethoxyethyl acetate
Compound 1080	see Sodium Fluoracetate
Coyden	see Clopidol
Crag Herbicide	see Sasone
Cythion	see Malathion
Dasanit	see Fensulfothion
Delnav	see Dioxathion
Dibrom	see Naled
Difolatan	see Captafol
Dialston	see Disulfoton
Dowthex A	see Phenylethyl and Biphenyl
Dursban	see Chlorpyrifos
Dyfonate	see Fonctos
Fermate	see Faxham
Froons	see Fluorocarbons
Furadan	see Carbofuran
Guthion	see Azinphos Methyl
Korlan	see Ronnel
Lannate	see Methomyl
Maxlate	see Methoxychlor
NLT	see Malathion

Footnotes (a) through (u) at end of Table AC-1

TABLE AC-1
PERMISSIBLE EXPOSURE LIMITS FOR CHEMICAL CONTAMINANTS

Moxie	see Methoxychlor
Nialate	see Ethion
Nankor	see Roannel
Phosdrin	see Maviphos
Pival	see Piadone
Plictran	see Cyhexatin
Santobrite	see Pentachlorophenol
Sevin	see Carbaryl
Syntox	see Demeton
Teflon	see Polytetrafluoroethylene
Thimet	see Phorate
Thiodan	see Indosulfan
Tordon	see Picloram
Trolene	see Roannel
Vapond	see Dithiervos
Weedone 530	see 2, 4-D
Zalcena	see Dinitolmide

(d) For the definition and the application of the Permissible Exposure Limit (PEL), refer to section 5155(b) and (c)(1).

(e) Parts of gas or vapor per million parts of air by volume at 25°C and 760mm Hg pressure.

(f) Milligrams of substance per cubic meter of air at 25°C and 760mm Hg pressure.

(g) Refer to section 5155(b) and (c)(3) for the significance of the Ceiling notation. A "C" notation in this column means the values given in the PEL columns are ceiling values. A numerical entry in this column represents a ceiling value in addition to the TWA values.

(h) A number of gases and vapors, when present in high concentrations, act primarily as asphyxiants without other adverse effects. A concentration limit is not included for each material because the limiting factor is the available oxygen. (Several of these materials present fire or explosion hazards.)

(i) Coal tar pitch volatiles (benzene or cyclohexane-soluble fraction) include fused polycyclic hydrocarbons (some of which are known carcinogens) which volatilize from the distillation residues of coal, petroleum (excluding asphalt), wood, and other organic matter. Asphalt (CAS 8052-42-4, and CAS 64742-93-4) is not covered under the "coal tar pitch volatiles" standard.

(j) This standard applies to the cotton waste processing operations of waste recycling (sorting, blending, cleaning, and willowing) and ginning. It does not apply to cotton gins, cottonseed oil industry, or operations covered by section 5190.

(k) A PEL of 0.05 ppm shall apply to exposures involving a mixture of ethylene glycol dinitrate and nitroglycerin.

(l) As sampled by method that does not collect vapor.

(m) Thermal decomposition of the fluorocarbon chain in air leads to the formation of oxidized products containing carbon, fluorine and oxygen. An index of exposure to these products is possible through their alkaline hydrolysis followed by a quantitative determination of fluoride

**TABLE AC-1
PERMISSIBLE EXPOSURE LIMITS FOR CHEMICAL CONTAMINANTS**

content. No particular concentration limit is specified pending evaluation of the toxicity of the products but concentrations should be kept below the sensitivity of the analytical method.

(n) The concentration and percentage of the particulate used for this limit are determined from the fraction passing a size selector with the following characteristics:

<i>Aerodynamic Diameter in Micrometers (unit density sphere)</i>	<i>Percent Passing Selector</i>
0	100
1	97
2	91
3	74
4	50
5	30
6	17
7	9
8	5
10	1

(o) Refer to sections 5155(b) and (c)(2) for the definition and application of the Short Term Exposure Limit (STEL).

(p) (Reserved)

(q) Fibers per cubic centimeter of air at 25°C and 760mm Hg pressure. To be considered a fiber for this limit the glass particle must be longer than 5µm, have a length to diameter ratio of three or more, and have a diameter less than 3µm. The National Institute for Occupational Safety and Health (NIOSH), Method 7400, Issue 2, August 15, 1994, which is hereby incorporated by reference, shall be used for measuring airborne fiber concentrations.

(r) Compliance with the subtilisin PEL is assessed by sampling with a high volume sampler (600-800 liters per minute) for at least 60 minutes.

(s) The concentration and percentage of the particulate used for this limit are determined from the fraction passing a size selector with the following characteristics:

<i>Aerodynamic Diameter in Micrometers (unit density sphere)</i>	<i>Percent Passing Selector</i>
0	100
1	97
2	94
5	87
10	77
20	65

Footnotes (a) through (u) at end of Table AC-1