

91. Plaintiffs repeats and re-alleges the allegations in Paragraphs 1 through 90 as if fully set forth herein.

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

93. Plaintiffs are "consumers" within the meaning of [REDACTED] Warranty Act, 15 U.S.C. § 2301(3).

94. Ford is a "supplier" and "warrantor" within the meaning of the [REDACTED] Warranty Act, 15 U.S.C. § 2301(4)-(5).

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

96. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by, among other things, the failure of a warrantor to comply with written or implied warranties.

97. Ford sells and leases its vehicles subject to express warranties which are written warranties within the meaning of [REDACTED] Warranty Act, 15 U.S.C. § 2301(6). Ford additionally sells and leases its vehicles subject to implied warranties within the meaning of the [REDACTED] Warranty Act, 15 U.S.C. § 2301(7).

98. When plaintiffs and members of the class purchased and/or leased their 2011 through 2015 model year Ford Explorers, Ford expressly warranted that it would pay for all repairs and parts to remedy defects introduced during the design and manufacturing process.

99. When plaintiffs and members of the class purchased and/or leased their 2011 through 2015 model year Ford Explorers, Ford impliedly warranted that the vehicles were merchantable, fit for the ordinary purposes for which they were intended to be used, including the guarantee that they were in a safe and non-defective condition for use by owners and lessees,

and were not otherwise injurious to consumers. Ford was under a duty to design, construct, manufacture, inspect and test the vehicles so as to make them suitable for the ordinary purpose of their use.

100. The subject 2011 through 2015 model year Ford Explorers share a common defect in that they have been designed and manufactured such that exhaust and other gases, including carbon monoxide, may enter the passenger compartment of such vehicles during their normal and customary use. Ford is aware of the defect, and has acknowledged the problem of an exhaust odor inside the passenger compartment of such vehicles by its issuance of TSBs 12-12-4 and 14-0130. However, TSBs 12-12-4 and 14-0130 do not disclose the presence of carbon monoxide inside the passenger compartment of the subject vehicles, nor do they fix the problem of exhaust and other gases entering the passenger compartment. Ford has breached its express and implied warranties by failing to disclose a life safety defect in the subject vehicles, by failing to fix the defects in the subject vehicles, and by selling or leasing vehicles which are unsafe and unfit for the ordinary purposes for which they are intended to be used.

101. Plaintiffs and each of the members of the class have had sufficient direct dealings with either Ford or its agent dealerships to establish privity of contract between Ford, on the one hand, and plaintiffs and each of the members of the class, on the other hand. Notwithstanding, plaintiffs and each of the members of the class are the intended beneficiaries of Ford's express and implied warranties. The dealers were not intended to be the ultimate consumers of the subject vehicles, and have no rights under the warranty agreements provided by Ford. Ford's warranties were designed for and intended to benefit the consumers only.

102. Affording Ford a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile here. Ford has known, or should have known, or was reckless

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

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

104. Plaintiffs, individually and on behalf of the other class members, seek all damages permitted by law, including diminution in value of their vehicles, in an amount to be proven at trial.

COUNT IV

UNFAIR AND DECEPTIVE TRADE PRACTICES (N.C. Gen. Stat. § 75-1.1 *et seq.*)

105. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 104 as if fully set forth herein.

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

107. Plaintiff and the members of the class are "injured persons" within the meaning of the North Carolina Unfair Trade Practices Act and ("UDTPA") and N.C. Gen. Stat. § 75-16.

108. Ford engaged in trade or commerce in North Carolina within the meaning of the UDTPA and N.C. Gen. Stat. § 75-1.1(a).

109. The UDTPA and N.C. Gen. Stat. § 75-16 affords consumers a private right of action when a person or corporation suffers injury by reason of unfair or deceptive practices as prohibited by the Act.

110. Ford sells and leases its vehicles subject to express and implied warranties and within the meaning of "business activities" under the UDTPA and N.C. Gen. Stat. § 75-1.1(b).

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

112. When plaintiff and members of the class purchased and/or leased their 2011 through 2015 model year Ford Explorers, Ford impliedly warranted that the vehicles were merchantable, fit for the ordinary purposes for which they were intended to be used, including the guarantee that they were in a safe and non-defective condition for use by owners and lessees, and were not otherwise injurious to consumers. Ford was under a duty to design, construct, manufacture, inspect and test the vehicles so as to make them suitable for the ordinary purpose of their use.

113. The subject 2011 through 2015 model year Ford Explorers share a common defect in that they have been designed and manufactured such that exhaust and other gases, including carbon monoxide, may enter the passenger compartment of such vehicles during their normal

and customary use. Ford is aware of the defect, and has acknowledged the problem of an exhaust odor inside the passenger compartment of such vehicles by its issuance of TSBs 12-12-4 and 14-0130. However, TSBs 12-12-4 and 14-0130 do not disclose the presence of carbon monoxide inside the passenger compartment of the subject vehicles, nor do they fix the problem of exhaust and other gases entering the passenger compartment. Ford has breached its express and implied warranties by failing to disclose a life safety defect in the subject vehicles, by failing to fix the defects in the subject vehicles, and by selling or leasing vehicles which are unsafe and unfit for the ordinary purposes for which they are intended to be used.

114. The action and misconduct alleged above was undertaken by Defendant willfully and with knowledge that such actions were unfair, deceptive, unscrupulous and substantially injurious to Plaintiff and members of the proposed class.

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

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

117. Ford's breach of its express and implied warranties constitutes a producing cause of economic damage to Plaintiff and the members of the class.

118. Ford's conduct as just described amounts to a violation of the established public policy of North Carolina, was in or affecting commerce in North Carolina, was unethical, oppressive, unscrupulous, and substantially injurious to consumers in North Carolina, had the capacity and the tendency to deceive the average consumer, Plaintiff, and each member of the class as to the value, safety and warrantability of the subject 2011 through 2015 model year Ford Explorers.

119. Plaintiff and each member of the class both actually and reasonably relied on Ford's misrepresentation concerning the safety, value, and warrantability of the subject 2011 through 2015 model year Ford Explorers, as evidenced by, among other facts, the purchase and use of the vehicles by the Plaintiff and each member of the class.

120. Plaintiff and each member of the class could not have discovered the existence of the defects as alleged herein through reasonable diligence or investigation prior to the purchase or lease of the subject 2011 through 2015 model year Ford Explorers.

121. Plaintiff, individually and on behalf of the other class members, seeks all damages permitted by law, including without limitation diminution in value of their vehicles and all additional amounts permitted under the UDTPA and N.C. Gen. Stat. § 75-16, in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs, on their own behalf and on behalf of the Class, respectfully request judgment against Ford:

(a) Certifying the class and appointing plaintiffs and their counsel to represent the class;

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

(c) Ordering Ford to extend the applicable warranties beyond their expiration date to cover repairs associated with the exhaust smell infiltration;

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

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

(f) Awarding attorneys' fees and costs; and

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

JURY DEMAND

Plaintiffs demand a trial by jury of all issues triable.

Dated: July 14, 2016.

MARTIN & JONES, PLLC

By: /s/ H. Forest Horne

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(Motions for Pro Hac Vice Admission
Intended)

**ATTORNEYS FOR PLAINTIFFS
AND THE PROPOSED CLASS**

 VIN

1FM5K8F87EG [REDACTED]

Status
Active

General

VIN: 1FM5K8F87EG [REDACTED]

Vehicle Specification  2014 > FORD > EXPLORER > K8F - EXPLORER LTD 4WD 4-DR
Full Path

Warranty Start Date: 2/18/2014 12:00 AM Tech Hotline: No

Vehicle Details

Hours in Service	New/Used
Estimated Mileage	Model Year  2014
Mileage: 12,000	Make  FORD
Mileage Units: Miles	Model / Vehicle Line  EXPLORER
	Body Style  K8F - EXPLORER LTD 4WD 4-DR
	Black Label Privileges

Advanced Search Of Vehicle Ownership

Advanced Search

Search On	Contact	Search By
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Detailed Info

Tag #	Vehicle Status Code
Order Number	Vehicle Ownership Code: 1
Acquisition Code	Acquisition Method Code
Leased: No	Vehicle Ownership  KATHY FORD

VIN: 1FM5K8F87EC [REDACTED]

Page 2 of 2

Selling Dealer Code

Initial Sales Information

Sales Type Code X Sale Date 2/18/2014

Vehicle Status Code Warranty Date

Vehicle Line Code

Cases

Case Number	VIN	Customer	Status	Case Classification Full Pat
[REDACTED]	1FM5K8F87EC	[REDACTED]	Resolved	Vehicle Concern > Repair
[REDACTED]	1FM5K8F87EC	[REDACTED]	Resolved	Vehicle Concern > Repair

1 - 2 of 2 (0 selected) Page 1

Notes

Admin Info

Basic Audit Info

Created By f [REDACTED] prdload1 Modified By Lucy Rodriguez

Created On 2/19/2014 4:44 AM Modified On 12/29/2014 4:37 PM

Status Active

Contact	
[REDACTED]	
General	
Profile	[REDACTED]
Full Name	[REDACTED]
Salutation	Mr.
Type	
First Name	[REDACTED]
Job Title	
Middle Name	[REDACTED]
Company	
Suffix	
Preferred Language	English
Last Name	[REDACTED]
Client Database	
Father's Last Name	
Concierge Date	
Mother's Last Name	
Preferred Name	
Relationship Type	Individual
Contact Information	
Best Contact Method	Fax
Best Daytime Phone	Mobile Phone
E-mail Address 1	
Home Phone	[REDACTED]
Customer Agreed to FoC Marketing Email	
Mobile Phone	[REDACTED]
Updated By	
Business Phone	[REDACTED]
Updated On	
E-mail Address 2	
E-mail Address 3	
Time Zone	

Additional Contact Information

Address

Address Type		City	HARTFORD
Street 1	[REDACTED]	State/Province	TN
Street 2	[REDACTED]	ZIP/Postal Code	[REDACTED]
Street 3		Country	USA
		County	

Social Media Information

Contact	Social Media Ty...	Handle	Message Board Name...	Created On
No Social Media Attribute records are available in this view.				

0 - 0 of 0 (0 selected) Page 1

Cases

<input type="checkbox"/> Case Number	VIN	Customer	Status	Case Classification Full Pat
<input type="checkbox"/> [REDACTED]	1FM5K8F...	[REDACTED]	Resolved	Vehicle Concern > Repair
<input type="checkbox"/> [REDACTED]	1FM5K8F...	[REDACTED]	Resolved	Vehicle Concern > Repair

1 - 2 of 2 (0 selected) Page 1

Marketing Scores



Navigation to the webpage was canceled

What you can try:

- Refresh the page.

Preferences

E-Mail	Do Not Allow
Phone	Allow
Mail	Allow


Email Subscription

Ford or Dealer Personnel	
No Notifications (Default)	Yes
Daily Notification of ALL Active Cases	No
Daily Notification of Active Cases Opened/Updated Previous Day	No
Two Notifications a Day (All cases created or updated since last Run)	No
Preferred Email	
Email Expiration Date	

Employee Information

Ford or Dealer Personnel	
Position	WSLx ID
CKS Customer #	IncrementalTag
CDS ID	Salary Grade
ETag1	ETag2
LTag1	LTag2
STag1	STag2

Marketing Dealer

New Assigned Dealer		Used Assigned Dealer	
 Four Seasons Ford Inc.	Effective Date 2/18/2014	Ford Lincoln	Effective Date

Contact:



Page 4 of 4

Lincoln	Effective Date	Mercury	Effective Date
Mcnelly-Whaley Motor Co	8/31/2013		
Mercury	Effective Date		

Notes

Admin Info

Owner	[Redacted]	Created By	[Redacted]	Modified By	CRM Admin Team
Created On	9/3/2013 2:59 AM	Modified On			9/25/2014 11:43 AM

Status Active



Case



General Info

Overview

Case Number	[Redacted]	Status	Resolved
Priority	Medium	Owner	Tier 2 CCT
Expected Resolution Date		Status Reason	Resolved Closed
Input Channel	Letter		

Close Case

Close Case Info

Resolution Type	Addressed	Comments
Closure Type	Addressed	

Customer Info

Advanced Search

Search On	Contact	Search By
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Customer Name	[Redacted]	Caller Type
Customer Home Phone	[Redacted]	Use for Reply-To
Customer Business Phone	[Redacted]	Customer Delegate
Customer Mobile Phone	[Redacted]	Customer Delegate Phone
Vehicle Purchase Status	Original Owner	Relationship
Current CLP LTV Score	83	

Customer Scores

Case



Page 2 of 7

Loyalty Score		Defector Score	
CLP LTV Score	83	Dissat Score	
In-Market		ESP Score	
Likelihood to Service		Service Segments	

Dealer Info

Dealer Info

Dealer Name	Four Seasons Ford Inc.	Dealer Service Manager	<u>DAVID MULL</u>
Dealer PA Code	08727	More than one Service Manager	No
Dealer Phone Number	(828) 693-4281	Service Mgr Phone	
Dealer Contact		Portal Status	No New Message
FMCC Branch Code			

Vehicle Info

Vehicle Info

VIN	1FM5K8F87EG	Mileage	12,000
Warranty Start Date	2/18/2014	Mileage Units	Miles
Vehicle Modifications	No	Hours in Service	
Original Selling Dealer	Mac Easler Ford, Inc.	Converted Mileage	
Original Selling PA	00981	Days Out of Service	
		Number of Repairs	

Vehicle Specification

Vehicle Specification Full Path	2014 > FORD > EXPLORER > K8F - EXPLORER LTD 4WD 4-DR	Engines Specification	3.5L V6 CYCLONE TIVCT
Model Year	2014		

Make	FORD	Transmissions Specification	6 SPD AUTO TRANS 6F
Model / Vehicle Line	EXPLORER		
Body Style	K8F - EXPLORER LTD 4WD 4-DR		

Case Classification

Classification

Responsible Team	Correspondence
Case Classification Full Path	Vehicle Concern > Repair Assistance > CLP / Lincoln Loyalty Criteria
Case Classification Level 1	Vehicle Concern
Case Classification Level 2	Repair Assistance
Case Classification Level 3	CLP / Lincoln Loyalty Criteria
Case Classification Level 4	

Classification

Initial Contact Target	11/18/2014 5:00 PM	Initial Contacted	No
Case Closure Target		Initial Contact Date	

Symptom Code

Symptom Code	Safe & Secure > Smoke/Odor > Exhaust > Intermittent
Level 1	Safe & Secure
Level 2	Smoke/Odor
Level 3	Exhaust
Level 4	Intermittent

Miscellaneous Info

Miscellaneous Info

Master Case

	CALL TO CUSTOMER	Phone Call	Completed	Normal	12/2/2014
	OBC DLR/CSM	Appointment	Completed	Normal	11/28/2014
	Schedule Follow-Up	Schedule Follow-Up	Completed	Normal	11/28/2014
	FOL UP ON CSM	Appointment	Completed	Normal	11/25/2014
	Schedule Follow-Up	Schedule Follow-Up	Completed	Normal	11/25/2014
	FSE Technical Assistance R	E-mail	Completed	Normal	11/25/2014
	Transfer/Escalation	Transfer/Escalation	Completed	Normal	11/25/2014
	CALL TO CUSTOMER	Phone Call	Completed	Normal	11/25/2014
	Appointment	Appointment	Completed	Normal	11/25/2014
	Schedule Follow-Up	Schedule Follow-Up	Completed	Normal	11/25/2014
	FSE Technical Assistance R	E-mail	Completed	Normal	11/25/2014
	FSE Technical Assistance R	FSE Technical Assistance R	Completed	Normal	11/25/2014
	Transfer/Escalation	Transfer/Escalation	Completed	Normal	11/24/2014
	Transfer/Escalation	Transfer/Escalation	Completed	Normal	11/18/2014
	TRANSFER	E-mail	Completed	Normal	11/17/2014

1 - 37 of 37 (0 selected)

Page 1

Notes & Article

Notes

Title: Note created on 12/29/2014 04:36 PM by Lucy Rodriguez, Default Team: Tier 2 CCT

No further action required by CCT

Lucy Rodriguez **12/29/2014 4:37 PM**

Title: Note created on 12/29/2014 04:36 PM by Lucy Rodriguez, Default Team: Tier 2 CCT

OBC TO CUST [REDACTED] CUST sts that she hasn't had any additional concerns and SM has adv CUST that it might be a difference in fuel for seasonal blends. CUST sts she would just wait for the seasons to change and see if odor occurs again. CSM acknowledged

Lucy Rodriguez **12/29/2014 4:36 PM**

Title: Note created on 12/22/2014 02:30 PM by Lucy Rodriguez, Default Team: Tier 2 CCT

OBC TO CUST @ [REDACTED] all disconnected OBC TO CUST @ 423-487-3879 Cust not available

Lucy Rodriguez **12/22/2014 2:31 PM**

Title: Note created on 12/22/2014 02:07 PM by Lucy Rodriguez, Default Team: Tier 2 CCT

PER DLR: SM David and FSE drove the vehicle and there is no replication of odor in the cabin. VEH has been returned to cust.

Lucy Rodriguez **12/22/2014 2:07 PM**

Title: Note created on 12/15/2014 05:52 PM by Tara Dew, Default Team: Tier 2 CCT

CSM TARA ASSISTING CSM LUCY; OBC TO SERVICE DEPT (4281) - Service is closed for the evening

Tara Dew **12/15/2014 5:51 PM**

Title: Note created on 12/03/2014 08:34 AM by Lucy Rodriguez, Default Team: Tier 2 CCT

PER DLR; CUST will bring the veh on 12/11 and DLR will provide a loaner vehicle and FSE will be on site on 12/12. CSM requested other CSM to follow up on 12/15 as CSM will be out of office.

Lucy Rodriguez **12/3/2014 8:34 AM**

Title: Note created on 12/02/2014 01:51 PM by Lucy Rodriguez, Default Team: Tier 2 CCT

OBC TO DLR - 4281 - Lft MSG for SM to return call

Lucy Rodriguez **12/2/2014 1:51 PM**

Title: Note created on 12/02/2014 01:26 PM by Lucy Rodriguez, Default Team: Tier 2 CCT

OBC TO CUST @ [REDACTED] CUST has been waiting for dlr to contact her as soon as he has a loaner vehicle arranged. CUST was aware that FSE was out of town. CSM adv she could cover a rental. CUST sts that they wanted a \$50 deposit last time, possibly due to out of state registration. CSM adv she would contact dlr and start the process for final repair attempt. CUST acknowledged

Lucy Rodriguez **12/2/2014 1:26 PM**

Title: Note created on 12/02/2014 01:18 PM by Lucy Rodriguez, Default Team: Tier 2 CCT

Case: [REDACTED]

OBC TO DLR - 4281 - SM David CUST has not contacted dlr - CSM adv she would contact the customer to have her schedule something

Lucy Rodriguez 12/2/2014 1:18 PM

Title: FSE Technical Assistance Request Assignment for Case - [REDACTED]

Email Created On: 11/25/2014 10:08:34 AM From: FordCRMAppUserAccount CRM To: Jason Clark Subject: FSE Technical Assistance Request Assignment for Case - [REDACTED] please refer to the above regarding case for details about this FSE Technical Assistance Request

FordCRMAppUserAccount CRM 11/25/2014 10:08 AM

Title: Note created on 11/25/2014 10:00 AM by Juliana Rios, Default Team: Tier 2 CCT

OBC to customer [REDACTED] Customer was taken the vehicle to Four Seasons Ford last and will like the final repair attempt there. FSE was in Washington however isn't back in town and w/ the holiday customer understand however she is and will like to continue working w/ the selling dealership. CSM will transfer the case to correct CSM

FordCRMAppUserAccount CRM 11/25/2014 10:05 AM

Title: FSE Technical Assistance Request Assignment for Case - [REDACTED]

Email Created On: 11/25/2014 9:41:51 AM From: FordCRMAppUserAccount CRM To: Asad Bashir Subject: FSE Technical Assistance Request Assignment for Case - [REDACTED] please refer to the above regarding case for details about this FSE Technical Assistance Request

FordCRMAppUserAccount CRM 11/25/2014 10:05 AM

Title: File Attachment, Default Team: Correspondence

[REDACTED]

FordCRMAppUserAccount CRM 11/24/2014 3:51 PM

Title: Note created on 11/24/2014 03:43 PM by Teresa Wesley, Default Team: Correspondence

CUSTOMER SAYS: letter 11/11/14 Requesting final repair attempt due to exhaust odor. Customer provides details of multiple visits to dealer in an attempt to fix the problem. Customer can be reached at [REDACTED] cell CRC ADVISED: Sent letter to customer; concerns escalated to CCT

FordCRMAppUserAccount CRM 11/24/2014 3:51 PM

Title: Note created on 11/18/2014 10:09 AM by Melinda Steiner, Default Team: Tier 3 Consumer Affairs

***VEHICLE DOES NOT QUALIFY FOR TN LL AS IT WAS NOT SOLD IN TN

FordCRMAppUserAccount CRM 11/24/2014 3:51 PM

Title: DEMAND, Default Team: Tier 3 Consumer Affairs

DATE OF LETTER: 11/11/14 STAMP DATE: 11/17/14 STAMP TIME: 6:55 PM CASE: [REDACTED] VIN: 1FMSK8F87EG [REDACTED] VEHICLE: 2014 FORD EXPLORER MILEAGE: DEALER: 4-SEASONS FORD HENDERSONVILLE (NC), KEN WILSON FORD (NC) CUSTOMER/ADDRESS: [REDACTED] HARTFORD, TN [REDACTED] CUSTOMER CONCERN: STRONG EXHAUST ODOR WHEN ON INTERSTATE, ESPECIALLY IN HEAVY ACCELERATION; "BRAKE FAILURE" AND "TRAC CONTROL FAILURE" LIGHTS CUSTOMER SEEKS: FRA

ORIGINALDOC.11.18.14.pdf

FordCRMAppUserAccount CRM 11/24/2014 3:51 PM

Title: DEMAND, Default Team: Tier 3 Consumer Affairs

DATE OF LETTER: 11/11/14 STAMP DATE: 11/17/14 STAMP TIME: 6:55 PM [REDACTED] VIN: 1FMSK8F87EG [REDACTED] VEHICLE: 2014 FORD EXPLORER MILEAGE: DEALER: 4-SEASONS FORD HENDERSONVILLE (NC), KEN WILSON FORD (NC) CUSTOMER/ADDRESS: [REDACTED] HARTFORD, TN [REDACTED] CUSTOMER CONCERN: STRONG EXHAUST ODOR WHEN ON INTERSTATE, ESPECIALLY IN HEAVY ACCELERATION; "BRAKE FAILURE" AND "TRAC CONTROL FAILURE" LIGHTS CUSTOMER SEEKS: FRA

ORIGINALDOC.11.18.14.pdf

FordCRMAppUserAccount CRM 11/24/2014 3:51 PM

Article

Article

Admin Info

Admin Info

Created By	[REDACTED] CRMAppUserAccount	Modified By	Lucy Rodriguez
Created On	11/17/2014 3:50 PM	Modified On	12/29/2014 4:37 PM

Case



Page 7 of 7

Begin Date	11/17/2014	Case Type	
Title		Source Created By	

Case



Case



General Info

Overview

Case Number	[Redacted]	Status	Resolved
Priority	High	Owner	Tier 2 CCT
Expected Resolution Date		Status Reason	Resolved Closed
Input Channel	Phone		

Close Case

Close Case Info

Resolution Type	Addressed	Comments
Closure Type	Addressed	

Customer Info

Advanced Search

Search On	Contact	Search By
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Customer Name	[Redacted]	Caller Type
Customer Home Phone	[Redacted]	Use for Reply-To
Customer Business Phone		Customer Delegate
Customer Mobile Phone		Customer Delegate Phone
Vehicle Purchase Status	Original Owner	Relationship
Current CLP LTV Score	88	

Customer Scores

Loyalty Score	94	Defector Score	32
CLP LTV Score	88	Dissat Score	
In-Market	66	ESP Score	
Likelihood to Service		Service Segments	

Dealer Info

Dealer Info




Dealer Name	 Four Seasons Ford Inc.		
Dealer PA Code	08727	Dealer Service Manager	 DAVID MULL
Dealer Phone Number	(828) 693-4281	More than one Service Manager	No
Dealer Contact		Service Mgr Phone	
		Portal Status	No New Message
FMCC Branch Code			

Vehicle Info

Vehicle Info

VIN	 1FM5K8F87EG [REDACTED]	Mileage	12,000
Warranty Start Date	2/18/2014	Mileage Units	Miles
Vehicle Modifications	No	Hours in Service	
Original Selling Dealer	Mac Easler Ford, Inc.	Converted Mileage	
Original Selling PA	00981	Days Out of Service	
		Number of Repairs	

Vehicle Specification

Vehicle Specification Full Path	 2014 > FORD > EXPLORER > K8F - EXPLORER LTD 4WD 4-DR		
Model Year	 2014	Engines Specification	 3.5L V6 CYCLONE TIVCT

Case



Page 3 of 7

Make	FORD	Transmissions Specification	6 SPD AUTO TRANS 6F
Model / Vehicle Line	EXPLORER		
Body Style	K8F - EXPLORER LTD 4WD 4-DR		

Case Classification

Classification

Responsible Team	Tier 1 Inbound
Case Classification Full Path	Vehicle Concern > Repair Assistance > CCT Criteria
Case Classification Level 1	Vehicle Concern
Case Classification Level 2	Repair Assistance
Case Classification Level 3	CCT Criteria
Case Classification Level 4	

Classification

Initial Contact Target	Initial Contacted	No
Case Closure Target	10/28/2014 8:00 PM	Initial Contact Date

Symptom Code

Symptom Code	Safe & Secure > Smoke/Odor > Exhaust > Hot
Level 1	Safe & Secure
Level 2	Smoke/Odor
Level 3	Exhaust
Level 4	Hot

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 0003462625
Stars ID
Tech Hotline No
FSA Number
Campaign Number
Repair Order Number
Contract Info

Ford Credit Contract # **Form Letter Code**
ESP Contract # **Non-Ford ESP** No

Activities

All Activities

<input type="checkbox"/>	Summary	Activity Type	Activity Status	Priority	Date Created
<input type="checkbox"/>	[REDACTED]	Phone Call	Completed	Normal	11/13/2014
<input type="checkbox"/>	[REDACTED]	Phone Call	Completed	Normal	11/10/2014
<input type="checkbox"/>	[REDACTED]	Phone Call	Completed	Normal	10/9/2014
<input type="checkbox"/>	[REDACTED]	Case Resolution	Completed	Normal	10/8/2014
<input type="checkbox"/>	[REDACTED]	Close Case	Completed	Normal	10/8/2014
<input type="checkbox"/>	[REDACTED]	Phone Call	Completed	Normal	10/8/2014
<input type="checkbox"/>	[REDACTED]	Phone Call	Completed	Normal	10/8/2014
<input type="checkbox"/>	[REDACTED]	Phone Call	Completed	Normal	10/8/2014
<input type="checkbox"/>	[REDACTED]	Phone Call	Completed	Normal	10/8/2014
<input type="checkbox"/>	[REDACTED]	Phone Call	Completed	Normal	10/8/2014
<input type="checkbox"/>	[REDACTED]	Appointment	Completed	Normal	10/3/2014
<input type="checkbox"/>	[REDACTED]	Schedule Follow-Up	Completed	Normal	10/3/2014
<input type="checkbox"/>	[REDACTED]	Schedule Follow-Up	Completed	Normal	10/3/2014
<input type="checkbox"/>	[REDACTED]	Phone Call	Completed	Normal	10/3/2014
<input type="checkbox"/>	[REDACTED]	Schedule Follow-Up	Completed	Normal	10/3/2014
<input type="checkbox"/>	[REDACTED]	Phone Call	Completed	Normal	10/3/2014
<input type="checkbox"/>	[REDACTED]	Transfer/Escalation	Completed	Normal	10/2/2014
<input type="checkbox"/>	[REDACTED]	Phone Call	Completed	Normal	10/2/2014
<input type="checkbox"/>	[REDACTED]	Phone Call	Completed	Normal	10/1/2014
<input type="checkbox"/>	[REDACTED]	Phone Call	Completed	Normal	10/1/2014
<input type="checkbox"/>	[REDACTED]	Appointment	Completed	Normal	9/26/2014
<input type="checkbox"/>	[REDACTED]	Schedule Follow-Up	Completed	Normal	9/26/2014

Cas [REDACTED]

[REDACTED]	Customer Satisfaction	Completed	Open	11/13/2014
[REDACTED]	Service	Completed	Open	11/13/2014
[REDACTED]	Service (Internal Case Files)	Completed	Open	11/13/2014
[REDACTED]	Accounting	Completed	Open	11/13/2014
[REDACTED]	Customer Experience	Completed	Open	11/13/2014
[REDACTED]	Customer Follow-Up	Completed	Open	11/13/2014
[REDACTED]	Internal Audit	Completed	Open	11/13/2014
[REDACTED]	Inventory Management	Completed	Open	11/13/2014
[REDACTED]	IT/Technology	Completed	Open	11/13/2014

11 of 10 messages

Notes & Article

Notes

Title: Note created on 11/13/2014 02:28 PM by Robert Cain, Default Team: Tier 1 Inbound

[REDACTED] VIN #1FM5K8F87EG [REDACTED] MILES:14000 CUST SAYS:Cust bought a vehicle in Feb in Hendersonville, NC and straight out of the showroom and have driven mostly on backroads and when she gets on the Interstate and when she gets on the interstate she gets an perantent solution smell then in Aug driving on the Interstate she took it to Ken Wilson Ford and fixed the light showing brake failure and a track control failure which were resets and performed TSB and said this should fix odor problem. She took it back and kept it for 20 days and took it to the body shop to test further. She then took it ot Four Seasons. She has asked to talk to CSM and has not heard back. Carbon Monoxide detector says to move to clean air. Customer wants to either have the car fixed or replaced. PER CUST, DLR SAYS: At Four Seasons told her they would call her when they had something to make the problem go away. CRC ADVISED: I am reccommending that the cust should go back through the dealership and try to get the odor to replicate itself while dealer has vehicle.

Robert Cain 11/13/2014 2:28 PM

Title: Note created on 11/10/2014 05:42 PM by Lauren Layton, Default Team: Tier 1 Inbound

CUST SAYS Wants to speak to csm about the case. PER CUST DLRSHIP SAYS n/a CRC ADVISED Transferred to csm ext for further assist.

Lauren Layton 11/10/2014 5:42 PM

Title: Note created on 10/09/2014 12:05 PM by Patricia Mcmanus, Default Team: Tier 1 Inbound

CUST SAYS: Customer delegate Arnold McMahon Friend 440-324-6808 Have brought the veh in multiple times. States that the odor has been an ongoing issue. Also having other concerns with the veh as well. Wants to know why Ford is not doing anything about this. PER CUST DLR SAYS: N/A CRC ADVISED: Advised per notes that cust is working with CSM and that the issue is being investigated with engineering. Show CSM will contact back once update is available.

Patricia Mcmanus 10/9/2014 12:05 PM

Title: Note created on 10/08/2014 09:30 AM by Lucy Rodriguez, Default Team: Tier 2 CCT

Until update available, no further action available from CCT

Lucy Rodriguez 10/8/2014 9:30 AM

Title: Note created on 10/08/2014 09:30 AM by Lucy Rodriguez, Default Team: Tier 2 CCT

OBC TO CUST @ [REDACTED] [REDACTED] JST sts there is a loss of power. CUST believes that CAT converter is defective. CSM adv that odor is normal and CAT converter has not thrown any codes. CUST upset that Ken Wilson left tape on the vents of the vehicle. CUST sts she has contacted Alan at Ken Wilson Ford and they are aware of the poor service. CSM adv that it is being investigated and waiting for a response from engineering. CSM adv that CUST would be contacted by CSM when update available. CUST acknowledged and recorded CSM contact information.

Lucy Rodriguez 10/8/2014 9:30 AM

Title: Note created on 10/08/2014 09:21 AM by Lucy Rodriguez, Default Team: Tier 2 CCT

OBC TO CUST [REDACTED] gentman on the line adv that CUST is at work and adv cell # [REDACTED] CSM acknowledged

Lucy Rodriguez 10/8/2014 9:21 AM

Title: Note created on 10/08/2014 09:00 AM by Lucy Rodriguez, Default Team: Tier 2 CCT

OBC TO DLR - 4281- Cashier Lynn. SA Don has involved Tech hotline and after TSB 14-0130 has been performed, there is nothing FMC can do as engineering works for a fix. CSM adv she would reach out to the customer.

Lucy Rodriguez 10/8/2014 9:00 AM

Title: Note created on 10/03/2014 04:13 PM by Lucy Rodriguez, Default Team: Tier 2 CCT

OBC TO DLR - 4281 - Lft msg for call back with status. TSB for cabin odor showing in OASIS but not AWS.

Lucy Rodriguez 10/3/2014 4:13 PM

Title: Note created on 10/02/2014 08:26 AM by Juliana Rios, Default Team: Tier 2 CCT

OBC to customer [REDACTED] LM on VM CSM received VM from customer stating she has appointment today at selling dealership Four seasons Ford will transfer case to CSM I.Rodriguez

FordCRMAppUserAccount CRM 10/2/2014 8:28 AM

Title: Note created on 10/01/2014 05:43 PM by Gerardo De Jesus Maldonado, Default Team: Tier 1 Inbound

CUSTOMER SAYS: She is calling stating she has been trying to reach Juliana regarding the issues with her vehicle but only getting voicemail. She is wanting to speak with her for further assistance. PER CUSTOMER, DEALER ADVISED; n/a CRC ADVISED; Transferred the Customer to the CCT queue for further assistance.

FordCRMAppUserAccount CRM 10/2/2014 8:28 AM

Title: Note created on 09/26/2014 10:22 AM by Juliana Rios, Default Team: Tier 2 CCT

OBC to dealer(828) 421-9937- S/m believes he finally got that fixed. Hotline per TSB 14-01-30 for exhaust and TSB was done about a month ago. Same concern around the 19th of this month, contacted hotline and per hotline to recheck everything. Took it to the body shop and started all over and sealed every seal and panel, suppose to come and ride w/ s.m tonight. OBC to customer [REDACTED] LM on VM

FordCRMAppUserAccount CRM 10/2/2014 8:28 AM

Title:

"By ALAN RICE " - DEALER IS CURRENTLY WORKING ON CONCERN WE HAVE BEEN SEALING AREAS AROUND REAR HATCH AREA, SERVICE MANAGER ALAN RICE TEST DROVE YESTERDAY AFTER TAPEING OFF AROUND REAR HATCH AND COULD NOT DUPLICATE ODOR WILL LOOK CLOSER AT THESE AREAS.

FordCRMAppUserAccount CRM 10/2/2014 8:28 AM

Title: SME Technical Assistance Request Assignment for Case [REDACTED]

Email Created On: 9/24/2014 12:02:01 PM From: FordCRMAppUserAccount CRM To: Asad Bashir Subject: SME Technical Assistance Request Assignment for Case - [REDACTED] [REDACTED] please refer to the above regarding case for details about this SME Technical Assistance Request

FordCRMAppUserAccount CRM 10/2/2014 8:28 AM

Title: Note created on 09/24/2014 11:54 AM by Juliana Rios, Default Team: Tier 2 CCT

OBC to dealer (828) 648-2313 - Unable to discuss case dealers FMC 360 dealer, was down, OBC to customer [REDACTED] - Its is still at the dealership she is getting an exhaust smell. customer received email form S/m advising they have tried a few other things per hotline and will test . spot welding at this time from what the customer understands and customer wants to know why they are not replacing the exhaust system. CSM will look into that and confirmed F/U for tomorrow. Customer was told nothing was wrong w/ exhaust and cust. finds that hard to believe.

FordCRMAppUserAccount CRM 10/2/2014 8:28 AM

Title: Note created on 09/24/2014 11:41 AM by Juliana Rios, Default Team: Tier 2 CCT

LTV 88 WARRANTY START DATE: 18-FEBRUARY-2014 12M02 SYNC WITH MYFORD/MYLINCOLN TOUCH - WARRANTY EXTENSION COVERING ACCESSORY PROTOCOL INTERFACE MODULE NO ESP INFORMATION AVAILABLE NO related repairs Hotline contacted 09/10/2014

FordCRMAppUserAccount CRM 10/2/2014 8:28 AM

Title: Note created on 09/23/2014 06:51 PM by Christopher Koons, Default Team: Tier 1 Inbound

CUST SAYS: Customer has a 2014 Ford Explorer. Took the vehicle to the dealership on 8/26. She smells exhaust fumes in the cabin of the car when heavy accelerating on the off ramp of interstate. The vehicle is at the dealership two weeks today, the fumes is so heavy that she has to roll down the windows to breath. PER CUST DLR SAYS: The dirship is unable to fix the problem. They have contacted tech hot line and there is no known fix. CRC: I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealership's management team. The Ford Regional Customer Service Manager has access to all Ford resources and will use these resources to assist you and your dealership regarding your situation. The Ford Regional Customer Service Manager will receive the information you have just provided me and will do a thorough review on your behalf. You can expect a phone call from your Customer Service Manager within 1 business day. The case number that I have established for you today is [REDACTED]

FordCRMAppUserAccount CRM 9/23/2014 6:52 PM

Article

Article

Admin Info

Admin Info

Created By



Christopher Koons

Modified By



Lucy Rodriguez

Case:

[REDACTED]

Page 7 of 7

Created On 9/23/2014 6:45 PM

Modified On 10/8/2014 9:31 AM

Begin Date 9/23/2014

Case Type

Title

[REDACTED]

Source Created By



COHEN / PLACITELLA / ROTH PC
ATTORNEYS AT LAW

CHRISTOPHER M. PLACITELLA
cplacitella@cprlaw.com

CEO OFFICE 116 JUL28PM1:21

SE: JUL 29 PM 9:32
Fed Ex

VIA UPS OVERNIGHT DELIVERY

July 27, 2016

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

Re: Our Client – Mr. [REDACTED]

Gentlemen:

This office represents Mr. [REDACTED] of King of Prussia, Pennsylvania. Mr. Z [REDACTED] is the owner of a 2013 Ford Explorer, which was acquired from Car Sense located in Chester Springs, Pennsylvania. Ford's warranty was transferred to him when he purchased the vehicle.

This letter is to put Ford Motor Company on notice that at the time of his vehicle's original purchase and delivery, Mr. [REDACTED]'s 2013 Ford Explorer was manufactured and then delivered 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 to Car Sense, from whom he has purchased it, and Ford's dealer, Kennedy Ford, in Conshohocken, Pennsylvania complaining of this fume entry problem. Their combined 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 fifth generation of Ford Explorer introduced in the Explorer product line's 2011 model year. We also understand that Ford has

July 27, 2016
Page Two

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. Zehren's behalf, as well as a class of similarly situated Pennsylvania consumers, we are providing final and pre-suit notice to you pursuant to 13 Pa. Cons. Stat. § 2607(c)(1) 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 Pennsylvania's Lemon Law, and because of this breach and failure to cure, a suit may be filed on behalf of Mr. Zehren in his 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.



Christopher M. Placitella, Esq.
Michael Coren, Esq.
Jared M. Placitella, Esq.

cc: Mr. Ryan Zehren





**Service of Process
Transmittal**

09/16/2016
CT Log Number [REDACTED]

CA
0

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

RE: **Process Served in Ohio**

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: [REDACTED] on behalf of herself and all others situated, Pltf. vs. Ford Motor Company, Dft.

DOCUMENT(S) SERVED: Notice(s), Waiver(s), Complaint

COURT/AGENCY: Southern District Ohio - United States District Court, Western Division, OH
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2014 Ford Explorer, VIN: 1FM5K8F8XEG [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Cleveland, OH

DATE AND HOUR OF SERVICE: By Certified Mail on 09/16/2016 postmarked: "Not Post Marked"

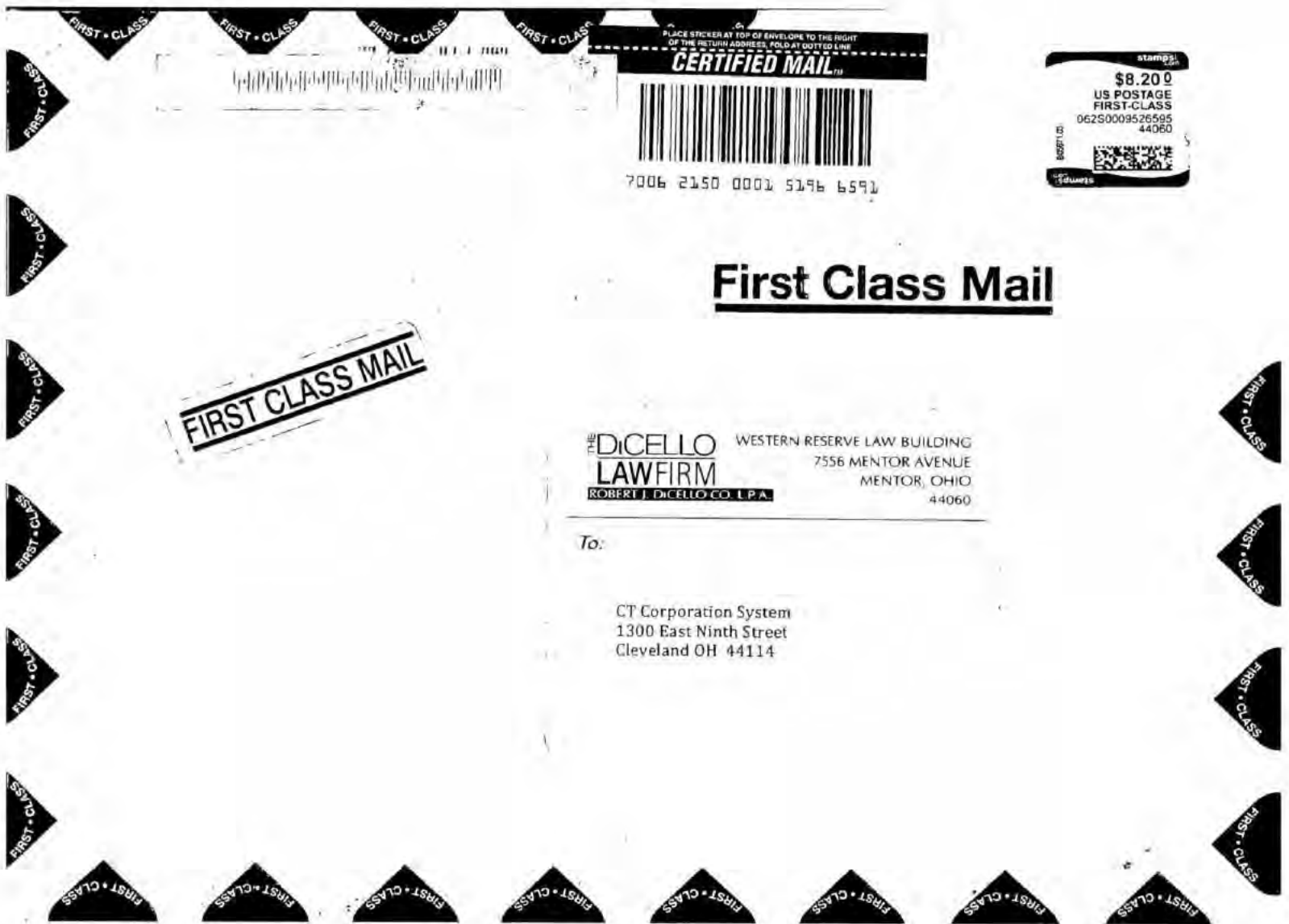
JURISDICTION SERVED: Ohio

APPEARANCE OR ANSWER DUE: Within 30 days from 09/13/2016 (Document(s) may contain additional answer dates)

ATTORNEY(S) / SENDER(S): Justin J. Hawal
The Dicello Law Firm
Western Reserve Law Building
7556 Mentor Avenue
Mentor, OH 44060
440-953-8888

ACTION ITEMS: CT has retained the current log, Retain Date: 09/16/2016, Expected Purge Date: 09/21/2016
Image SOP
Email Notification, Chris Dzbanski cdzbansk@ford.com
Email Notification, Mary Ann MacKinnon mmackin1@ford.com

SIGNED: C T Corporation System
ADDRESS: 1300 East 9th Street
Suite 1010
Cleveland, OH 44114
TELEPHONE: 216-802-2121



STAMPS
\$8.20 0
US POSTAGE
FIRST-CLASS
062S0009526595
44060
FIRST CLASS

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™
7006 2150 0001 5196 6591

First Class Mail

FIRST CLASS MAIL

THE DICELLO WESTERN RESERVE LAW BUILDING
LAW FIRM 7556 MENTOR AVENUE
ROBERT J. DICELLO CO. L.P.A. MENTOR, OHIO
44060

To:

CT Corporation System
1300 East Ninth Street
Cleveland OH 44114

UNITED STATES DISTRICT COURT

for the
Southern District of Ohio

v. _____
Civil Action No. _____
Ford Motor Company
Defendant

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Ford Motor Company
(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 09/13/2016


Signature of the attorney or unrepresented party
Justin J. Hawal
Printed name
7556 Mentor Ave,
Mentor, OH 44060
Address
jhawal@dicellolaw.com
E-mail address
(440) 953-8888
Telephone number

UNITED STATES DISTRICT COURT

for the
Southern District of Ohio

_____)
_____)
V. _____) Civil Action No. _____)
_____)
Ford Motor Company) _____)
Defendant) _____)

WAIVER OF THE SERVICE OF SUMMONS

To: Justin J. Hawal
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 09/13/2016, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Ford Motor Company
Printed name of party waiving service of summons

Signature of the attorney or unrepresented party

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT
for the
Southern District of Ohio

Ford Motor Company
Defendant

WAIVER OF THE SERVICE OF SUMMONS

To: Justin J. Hawal
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 09/13/2016, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Ford Motor Company
Printed name of party waiving service of summons

Signature of the attorney or unrepresented party

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

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If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

██████████ on behalf of herself ██████████
and all others similarly situated,

Plaintiff,

JURY TRIAL DEMANDED

v.

FORD MOTOR COMPANY,

Defendant.

CLASS ACTION COMPLAINT

Plaintiff ██████████ on behalf of herself and all other members of the below-defined nationwide and statewide classes (collectively, the "Class", unless otherwise identified herein), brings this action against Defendant Ford Motor Company ("Ford") and, to the best of her knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, alleges as follows:

NATURE OF THE ACTION

1. This is a consumer action on behalf of Plaintiff and the hundreds of thousands of other Class members against Ford, the manufacturer of the Explorer sport utility vehicle. Model year 2011 to 2015 Ford Explorers (the "Defective Vehicles"), which were built on the same platform with identical parts, all have the same distinct and life-threatening characteristic: they contain a defect in their emissions system that leaks exhaust (including carbon monoxide) into the passenger cabin (the "Defect").

2. The potential exposure by occupants of the passenger cabin to exhaust, including carbon monoxide, and the serious respiratory issues, passenger asphyxiation, and even death that can result, render the Defective Vehicles unsafe to drive.

3. Ford has known about this problem since 2011 at the latest but continued to manufacture and sell or lease the Defective Vehicles to Plaintiff and the other Class members while failing to disclose the Defect.

4. In about 2012, Ford issued to its dealers Technical Service Bulletin 12-12-4 (“TSB 12-12-4”) (attached as Exhibit A), titled “Explorer Exhaust Odor in Vehicle,” acknowledging that “[s]ome 2011-2013 Explorer vehicles may exhibit an exhaust odor in the vehicle with the auxiliary climate control system on. Customers may indicate the odor smells like sulfur.” Ford’s TSB 12-12-4 provides instructions for a service procedure that Ford claims will correct the exhaust odor in 2011 through 2013 model year Ford Explorers. Ford’s prescribed service procedure fails to fix the Defect, however.

5. In about 2014, subsequent to TSB 12-12-4, Ford issued to its dealers Technical Service Bulletin 14-0130 (“TSB 14-0130”) (attached as Exhibit B). Titled “Exhaust Odor in Vehicle,” TSB 14-0130 also acknowledges the same exhaust odor in Explorer vehicles, and adds the 2014 and 2015 model year Explorers to the list of affected vehicles. TSB 14-0130 includes the same or similar service procedures outlined in TSB 12-12-4, and adds certain procedures not included in TSB 12-12-4. These service procedures also fail to fix the Defect, however.

6. Ford has serviced thousands of Defective Vehicles around the world under TSBs 12-12-4 and 14-0130, generally without success in eliminating the exhaust leak. Ford has bought back hundreds of Defective Vehicles around the world, mostly overseas, because it has been unable to fix the leak. Ford has attempted a variety of fixes, all without success.

7. Ford's TSBs 12-12-4 and 14-0130 also fail to acknowledge that carbon monoxide may enter the passenger compartment of affected vehicles. Ford's TSBs 12-12-4 and 14-0130 are provided to authorized dealerships and do not directly notify non-Ford automotive repair facilities about the Defect. Further, although Ford has received numerous complaints relating to exhaust entering the passenger compartments of the Defective Vehicles, Ford has not provided any notice to Plaintiff or the other Class members about the Defect and the potential exposure to dangerous carbon monoxide in the Defective Vehicles.

8. The systemic nature of the exhaust leakage and the inability of Ford to find a fix have been conceded by a Ford representative, under oath, at a non-binding arbitration concerning a claim made by a Ford Explorer owner that his vehicle was leaking exhaust into the passenger cabin. In urging that the arbitrator rule against the vehicle owner, the Ford representative testified on January 2, 2015 (transcript attached as Exhibit C):

- A. "It seems to be happening across the only – **across the design line**. They can't – so then **it really is a design issue**, not a problem with this particular vehicle." Exhibit C at 50:2–6 (emphasis added).
- B. "There is another fine line there that, you know, **this is happening across the – the Explorers over a number of years**. It – it doesn't seem to be a problem with an individual part or an individual vehicle that was misbuilt. **It does seem to be a design issue.**" Exhibit C at 83:13–18 (emphasis added).
- C. "And then, in terms of – of repairs, as I said, we're working on it. **I wish I had a better answer for that. I don't, and I can only apologize on behalf of Ford for that, because, you know, it's obviously taking longer than anybody wants, especially our customers who have the vehicle.**" Exhibit C at 51:2–8 (emphasis added).
- D. "In terms of the request for repairs, as soon as we can get it – get them done, as soon as we have a robust fix, something that's going to actually do the job, we would love to get it done. That should be very soon. I know that that's what the customer was told, you know, all those months ago; but we do feel that we've taken steps along the way. We have come out with the two technical service bulletins trying to address it, and we do want to get it fixed. **So we are not saying no to a repair; we are just saying we have to have the fix first.**" Exhibit C at 84:25–85:12 (emphasis added).

9. Ford sold or leased hundreds of thousands of Defective Vehicles nationwide. Each Defective Vehicle was sold or leased in a dangerous and defective condition because it contains a defectively designed exhaust and/or HVAC system that permits exhaust and other gases, including carbon monoxide and other toxic gases, to enter the passenger compartment during the normal and customary use of the Defective Vehicles.

10. Ford designed, manufactured, sold, and leased the Defective Vehicles to Plaintiff and the other Class members when it knew or should have known of the Defect. Ford failed to notify Plaintiff and the other Class members of the Defect in the Defective Vehicles that exposed Plaintiff, the other Class members, and others to a life-endangering safety hazard.

11. Plaintiff and the other Class members reasonably expect to have their vehicles operate in a normal and customary manner free from exposure to noxious and potentially deadly exhaust gases entering the vehicle's cabin during normal and expected use. The Defective Vehicles do not meet this expectation.

JURISDICTION AND VENUE

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

13. This Court has personal jurisdiction over Ford because Ford conducts substantial business in this District and some of the actions giving rise to this Complaint took place in this District.

14. Venue is proper in this District under 28 U.S.C. § 1391 because, among other things, a substantial part of the events or omissions giving rise to the claims occurred in this District and caused harm to Plaintiff and other Class members residing in this District.

PARTIES

Plaintiff

15. Plaintiff [REDACTED] is a resident of Hamilton County, Ohio.

16. On or about August 14, 2013, Plaintiff bought a new 2014 Ford Explorer, VIN number 1FMSK8F8XEG [REDACTED] from an authorized Ford dealership in Cincinnati, Ohio.

17. The 2014 Ford Explorer purchased by Plaintiff was dangerous and defective when purchased because its exhaust and/or HVAC systems were defectively designed and permitted exhaust including toxic gases, such as carbon monoxide, to enter the passenger compartment of the vehicle. The Defect is latent in nature because it is not obvious or ascertainable upon reasonable examination or inspection.

18. At the time of the purchase, Plaintiff was not notified that the 2014 Ford Explorer she purchased was defective, nor was she notified that she and all other occupants would be exposed to carbon monoxide and other potentially dangerous gases while driving in her 2014 Ford Explorer during its normal and customary use.

19. Plaintiff experienced an exhaust odor inside the passenger cabin of her 2014 Ford Explorer after purchasing the vehicle.

20. On about August 10, 2015, Plaintiff filed a complaint with the National Highway Traffic Safety Administration (NHTSA) complaining about an exhaust odor inside the passenger compartment of her vehicle while the vehicle was being driven and the danger it posed to her health.

21. On about August 14, 2015, Plaintiff brought her 2014 Ford Explorer in for service to Northgate Ford, an authorized Ford dealership in Cincinnati, Ohio, and complained about an exhaust odor inside the passenger compartment of her vehicle while the vehicle was being driven. At that time, the subject vehicle had been driven 26,934 miles, and was well within the 3 year/36,000 mile warranty period. The authorized Ford dealership attempted to verify Plaintiff's complaint of an exhaust odor in the passenger compartment of the vehicle. The authorized Ford dealership told Plaintiff that there was an odor in the passenger compartment of the vehicle, but it could not verify that the odor was exhaust. The authorized Ford dealership changed an air filter in the vehicle but did not prescribe or perform the service procedure in TSB 14-0130, which was intended to correct the problem, because it claimed that the problem had not been duplicated.

22. Plaintiff continued to smell exhaust in the passenger compartment of her 2014 Ford Explorer after August 14, 2015.

23. Plaintiff brought her vehicle to Northgate Ford on several other occasions after August 2015 for routine service. Each time she told the authorized Ford dealership that she continued to smell an exhaust odor inside the passenger compartment of her vehicle while the vehicle was being driven. Each time employees of the authorized Ford dealership told her that there was nothing they could do.

24. Plaintiff continues to smell exhaust in the passenger compartment of her 2014 Ford Explorer while operating the vehicle in its normal and customary manner.

25. When the exhaust odor is present, Plaintiff becomes nauseated, develops headaches, feels dizzy, and develops a burning sensation in their eyes and stomach.

26. Plaintiff has discovered that carbon monoxide has been entering the passenger compartment of the vehicle while the vehicle is being operated in a normal and customary manner.-

27. To date, Ford has not repaired Plaintiff's 2014 Ford Explorer, nor has Ford acknowledged to Plaintiff or the other Class members that the Defective Vehicles contain the Defect permitting exhaust, including carbon monoxide and other potentially dangerous gases, into the passenger compartments of the Defective Vehicles.

Defendant

28. Defendant Ford Motor Company is a Delaware corporation with its principal place of business in Dearborn, Michigan. At all times relevant to this action, Ford manufactured, sold, and purportedly warranted the Defective Vehicles at issue throughout the United States.

COMMON FACTUAL ALLEGATIONS

Ford's Sale and Leasing of Defective and Dangerous Vehicles

29. Ford began selling and leasing a new generation of Ford Explorers – considered the fifth generation of Explorer vehicles – with the 2011 model year Ford Explorer.

30. The subsequent model-year Ford Explorers are not dramatically different in design from the 2011 Explorer. These Explorers, including those sold today, are all known as “fifth generation” Explorers and comprise the Defective Vehicles at issue in this case.

31. The Defective Vehicles were designed, engineered, and manufactured by Ford with the Defect that permits exhaust, including carbon monoxide, to enter into the passenger compartments of the Defective Vehicles while they are driven in a normal and customary manner.

32. Ford designed, manufactured, assembled, inspected, distributed, sold, and leased the Defective Vehicles in a manner so as to render them defective and unsafe for their intended use and purpose by, among other things:

- (a) Designing the Defective Vehicles such that exhaust, including carbon monoxide, may enter the passenger compartments of the Defective Vehicles;
- (b) Designing the bumpers and/or tailpipes on the Defective Vehicles such that exhaust, including carbon monoxide, may accumulate behind the bumper and within the interior and exterior panels, allowing those gases to permeate the passenger compartments of the Defective Vehicles;
- (c) Designing, manufacturing and assembling the Defective Vehicles using defective rear air extractors that permit exhaust, including carbon monoxide, to enter the passenger compartments of the Defective Vehicles;
- (d) Designing, manufacturing and assembling the liftgates in the rear of the Defective Vehicles using defective drain valves that permit exhaust, including carbon monoxide, to enter the passenger compartments of the Defective Vehicles;
- (e) Designing, manufacturing and assembling the Defective Vehicles with sheet metal panels and overlaps that permit exhaust, including carbon monoxide, to enter the passenger compartments of the Defective Vehicles;
- (f) Designing, manufacturing and assembling the Defective Vehicles with joints and seams that permit exhaust, including carbon monoxide, to enter the passenger compartments of the Defective Vehicles; and,
- (g) Designing, manufacturing and assembling the Defective Vehicles with rear auxiliary air conditioning system parts that are defectively designed so that they are located too close in proximity to the driver side rear air extractor, allowing exhaust, including carbon monoxide, to enter the auxiliary air conditioning system and the passenger compartments of the Defective Vehicles.

33. Ford knew or should have known that the Defective Vehicles were dangerous and defective such that drivers and passengers of the Defective Vehicles may be exposed to carbon monoxide and other dangerous gases while the Defective Vehicles are in operation.

34. The Defective Vehicles were sold or leased pursuant to express and implied warranties. At the time the Defective Vehicles were sold or leased by Ford directly and through

its authorized agents, the Defective Vehicles were in violation of express and implied warranties. All of the Defective Vehicles are either still within the effective dates of the express warranties or the time or mileage limits in the express warranties should be inapplicable given Ford's fraudulent conduct.

35. In promoting, selling and repairing the Defective Vehicles, Ford acts through numerous authorized dealers who act, and represent themselves to the public, as exclusive Ford representatives and agents. That the dealers act as Ford's agents is demonstrated by the fact that: (i) the warranties provided by Ford for the Defective Vehicles directs consumers to take their vehicles to authorized dealerships for repairs or services; (ii) Ford dictates the nature and terms of the purchase contracts entered into between its authorized dealers and consumers; (iii) Ford directs its authorized dealers as to the manner in which they can respond to complaints and inquiries concerning the Defective Vehicles; and (iv) Ford has entered into agreements and understandings with its authorized dealers pursuant to which it authorizes and exercises substantial control over the operations of its dealers and the dealers' interaction with the public.

36. Ford's control over the actions of its dealers is also evidenced by its implementation of the company's express and implied warranties as they relate to the Defect alleged herein. Authorized Ford dealerships are instructed by Ford to address complaints of an exhaust odor by prescribing and implementing TSBs 12-12-4 and 14-0130. Implementation of the TSBs is not necessarily triggered, however, by complaints of carbon monoxide entering the passenger cabin.

Ford Acknowledged the Defective Vehicles' Defective Condition in TSBs

37. In response to customer complaints of an exhaust odor in the passenger compartments of the Defective Vehicles, Ford issued TSB 12-12-4, titled "Explorer Exhaust

Odor in Vehicle,” in or about December 2012. TSB 12-12-4 acknowledges that “[s]ome 2011-2013 Explorer vehicles may exhibit an exhaust odor in the vehicle with the auxiliary climate control system on. Customers may indicate the odor smells like sulfur.” TSB 12-12-4 was intended to provide instructions to authorized Ford dealerships to correct the presence of the exhaust odor in 2011 through 2013 model year Ford Explorers.

38. Subsequent to TSB 12-12-4 in or about July 2014, Ford issued TSB 14-0130, which added 2014 and 2015 model year Explorers to the list of affected vehicles. Titled “Exhaust Odor in Vehicle,” this TSB also acknowledges an exhaust odor in Explorer vehicles. TSB 14-0130 includes the same or similar service procedures outlined in TSB 12-12-4 and adds certain procedures not included in TSB 12-12-4. TSB 14-0130 was intended to provide instructions to authorized Ford dealerships to correct the presence of an exhaust odor in 2011 through 2015 model year Ford Explorers. Both TSBs provide that the repairs associated with the TSBs are covered by Ford’s warranty.

39. Even after issuing TSBs 12-12-4 and 14-0130, Ford did not inform Plaintiff or the other Class members of the Defect in the Defective Vehicles, despite the fact that the Defect presents life-endangering safety issues to occupants of the Defective Vehicles.

40. Notably, TSBs 12-12-4 and 14-0130 fail to disclose that the exhaust odor acknowledged therein is accompanied in the passenger compartment by toxic and potentially lethal carbon monoxide and other gases.

41. At all material times, Ford has failed to inform customers who purchased and/or leased Defective Vehicles that they are unsafe for operation or that they were designed, engineered, and manufactured such that exhaust, including carbon monoxide, may enter the passenger compartments of the Defective Vehicles.

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

42. Ford's TSBs 12-12-4 and 14-0130 fail to repair the exhaust odor problem, and those Defective Vehicles that have received the repairs outlined in TSBs 12-12-4 and 14-0130 may continue to have exhaust, including carbon monoxide, enter the passenger compartment.

43. While TSBs 12-12-4 and 14-0130 identify flaws in the initial design and manufacture of the Defective Vehicles, the repairs and replacements they propose are inadequate and equally flawed and defective.

44. In TSBs 12-12-4 and 14-0130, Ford requires installation or use of the following replacement parts in the Defective Vehicles, among others: (i) a dual rate air extractor (part number BB5Z-61280B62-A under TSB 12-12-4 and part number BB5Z-61280B62-B under TSB 14-0130); (ii) valve assembly auto drains (part number 4M8Z-54280B62-A); and (iii) Motorcraft® Seam sealer (part number TA-2).

45. The replacement parts and service, however, also fail to prevent exhaust, including carbon monoxide, from entering the passenger cabins of the Defective Vehicles.

46. The Defect common to the Defective Vehicles primarily results from three facts.

47. The first fact is that engine exhaust tends to splash against the rear outside liftgate of the vehicle. This tends to worsen at higher speeds.

48. The second fact is the Defective Vehicles are not remotely airtight. Part of this is intentional. Drainholes are cut into the Defective Vehicles' rear liftgates; just as water can run down these holes, exhaust can float up through them. Moreover, part of this particular problem results from poor workmanship and inferior products: the rubber mounting that cushions the liftgate window against the liftgate itself is not airtight; gaps caused by poor placement and inconsistent use of adhesive leaves observable gaps. In addition, the Defective Vehicles have air

extractors built above the rear tires. These extractors are supposed to act like check valves and modulate the flow of air, and air pressure, in the passenger cab. But the flaps on the extractors are poorly made. They stiffen and curl and do not sit flat over the extractor's opening when they should.

49. The third fact is that at certain air conditioning settings – and especially when the air conditioning is set at maximum (which causes the air inside the cabin to recycle) – the air pressure inside the passenger cabin drops.

50. The result of these factors is that the Defective Vehicles' engine exhaust, which tends to build up against the rear liftgate at high speeds, is pulled into the passenger cabin through the many holes and gaps in the back end of the vehicle because the pressure inside the cab is less than the pressure outside.

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

51. Plaintiff and the other Class members have sustained ascertainable losses and damages in connection with their lease or purchase of the Defective Vehicles.

52. Plaintiff and the other Class members have not received what they paid for: a vehicle that can be safely and comfortably driven without the presence of exhaust fumes in the cabin.

53. Plaintiff and the other Class members have been damaged by Ford's conduct and/or inaction, as they have unknowingly leased or purchased Defective Vehicles that cannot be safely operated, they have been forced to pay, or will pay, substantial amounts of money to repair the Defective Vehicles, if a repair can be made, and the value of their Defective Vehicles has been diminished because of the Defect.

54. A vehicle containing the Defect described – that is, a defect that permits the entry of carbon monoxide and other gases into the passenger compartment of the vehicle – is worth less than a vehicle free from such defect. Given that the Defect renders driving the Defective Vehicles a health hazard that is potentially deadly, the Defective Vehicles are valueless. At the time Plaintiff and the other Class members purchased and leased their Defective Vehicles, they paid a price based on the value of such a vehicle free of the Defect.

55. Plaintiff and the other Class members have been damaged and are entitled to compensation because they overpaid (whether through purchase price or lease cost) for their Defective Vehicles and (b) they have paid for service to have the Defect repaired that is ineffective.

CLASS ACTION ALLEGATIONS

56. Plaintiff seeks to bring this case as a class action pursuant to Fed. R. Civ. P. 23(a)(1)-(4) and (b)(2) and/or (b)(3). Plaintiff seeks to represent the following proposed classes.

57. The first class Plaintiff seeks to represent (the “Nationwide Class”) is defined as follows:

All persons who purchased or leased a 2011 to 2015 Ford Explorer in the United States.

58. The second class Plaintiff seeks to represent (the “Ohio Class”) is defined as follows:

All persons who purchased or leased a 2011 to 2015 Ford Explorer in Ohio.

The two classes defined above are referred to collectively herein as the “Class.”

59. The claims brought for the Class do not include any claims for personal injury or for property damage outside of the damage to other parts of the Defective Vehicles themselves.

60. **Numerosity.** Members of the Class are so numerous that individual joinder of all members is impracticable. Based upon information and belief, Ford has sold or leased tens of thousands of Defective Vehicles in Ohio. All of the Defective Vehicles are covered by TSBs 12-12-4 and 14-0130 and contain the Defect, which may cause exhaust, including carbon monoxide, to enter the passenger compartments of the Defective Vehicles.

61. **Existence of Common Questions of Law and Fact.** Common questions of law and fact exist as to all members of the Class. These include, but are not limited to:

- a. whether the Defective Vehicles have been sold or leased subject to express and/or implied warranties;
- b. whether the Defective Vehicles are defective such that exhaust, including carbon monoxide, may enter the passenger compartments of the Defective Vehicles;
- c. whether the Defective Vehicles suffer from a design defect, are unreasonably dangerous, and/or are unfit for their intended use;
- d. whether Ford has knowledge of the Defect;
- e. when Ford learned of the Defect;
- f. whether Ford failed to disclose the Defect to Plaintiff and the other Class members;
- g. whether Ford misrepresented that the Defective Vehicles were safe;
- h. whether Ford has a fix to the Defect and, if so, how much the fix will cost;
- i. whether the Defect reduces the value of the Defective Vehicles;
- j. whether Ford's express warranties cover the Defect;
- k. whether Ford breached its warranties made to Plaintiff and the other Class members;

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- l. whether Ford negligently designed the Defective Vehicles;
 - m. whether Ford concealed the Defect; and
 - n. whether Plaintiff and the other Class members have suffered damages as a result of the conduct alleged and, if so, the measure of such damage.

62. **Typicality.** Plaintiffs' claims are typical of the claims of the other Class members, as Plaintiff and the other Class members have purchased or leased Defective Vehicles and have been harmed in some manner by Ford's conduct.

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

64. **Predominance and Superiority.** A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all the individual Class members is impracticable. Questions of law and fact common to the members of the Class predominate over any questions affecting only individual members. Likewise, because the damages suffered by each individual Class member may be relatively small, the expense and burden of individual litigation would make it very difficult or impossible for individual Class members to redress the wrongs done to each of them individually, and the burden imposed on the judicial system would be enormous.

65. The prosecution of separate actions by the individual Class members would also create a risk of inconsistent or varying adjudications for individual Class members, which would establish incompatible standards of conduct for Ford. The conduct of this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties'

resources, and protects the rights of each Class member. Further, Plaintiff anticipates no difficulty in the management of this litigation as a class action.

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

TOLLING OF STATUTE OF LIMITATIONS

67. All limitations periods were tolled by the doctrines of fraudulent concealment, the discovery rule, and/or equitable tolling. As alleged herein, Ford wrongfully concealed the facts relating to the claims alleged. Plaintiff and the other Class members did not discover the operative facts that are the basis of their claims because they were concealed from the public, including Plaintiff and the other Class members, by Ford. No amount of diligence by Plaintiff or the other Class members could have led to discovery of these facts because they were kept secret by Ford and, therefore, Plaintiff and the other Class members were not at fault for failing to discover these facts, nor did they have actual or presumptive knowledge of facts sufficient to put them on inquiry.

68. Plaintiff and the other Class members had no way of knowing about Ford's deception with respect to the Defect.

69. Ford's TSBs acted to conceal the existence of further problems that would not be cured by the implementation of their suggested solutions.

CLAIMS FOR RELIEF

Claim Brought on Behalf of the Nationwide Class

**FIRST CAUSE OF ACTION
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
(15 U.S.C. § 2301, *et seq.*)**

70. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 69 as if fully set forth herein.

71. Plaintiff asserts this cause of action on behalf of herself and the other members of the Nationwide Class (the “Class,” for purposes of this cause of action).

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

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

74. The Defective Vehicles are “consumer products” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

75. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by, among other things, the failure of a warrantor to comply with written or implied warranties.

76. Ford sells and leases the Defective Vehicles subject to express warranties that are written warranties within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). Ford additionally sells and leases the Defective Vehicles subject to implied warranties within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7).

77. When Plaintiff and the other Class members purchased and/or leased their Defective Vehicles, Ford expressly warranted that the Defective Vehicles would be free from

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

78. When Plaintiff and the other Class members purchased and/or leased their Defective Vehicles, Ford impliedly warranted that the Defective Vehicles were merchantable, fit for the ordinary purposes for which they were intended to be used, including the guarantee that they were in a safe and non-defective condition for use by owners and lessees, and were not otherwise injurious to consumers. Ford was under a duty to design, construct, manufacture, inspect and test the Defective Vehicles so as to make them suitable for the ordinary purpose of their use.

79. The Defective Vehicles share a common defect in that they have been designed such that exhaust, including carbon monoxide, may enter the passenger compartment of the Defective Vehicles during their normal and customary use. Ford is aware of the Defect and has acknowledged the problem of an exhaust odor inside the passenger compartment of the Defective Vehicles by its issuance of TSBs 12-12-4 and 14-0130. However, TSBs 12-12-4 and 14-0130 do not disclose the presence of carbon monoxide inside the passenger compartment of the Defective Vehicles, nor do they fix the problem of exhaust entering the passenger compartment. Ford has breached its express and implied warranties by failing to disclose a life-endangering safety defect in the Defective Vehicles, by failing to fix the Defect in the Defective Vehicles, and by selling or leasing the Defective Vehicles, which are unsafe and unfit for the ordinary purposes for which they are intended to be used.

80. Plaintiff and each of the other Class members have had sufficient direct dealings with either Ford or its agent dealerships to establish privity of contract between Ford, on the one hand, and Plaintiff and each of the other Class members, on the other hand. Notwithstanding,

Plaintiff and each of the other Class members are the intended beneficiaries of Ford's express and implied warranties. The dealers were not intended to be the ultimate consumers of the Defective Vehicles and have no rights under the warranty agreements provided by Ford. Ford's warranties were designed for and intended to benefit the consumers only.

81. Affording Ford a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile here. Ford has known, or should have known, or was reckless in not knowing of its omissions concerning the Defect resulting in exhaust, including carbon monoxide, entering the passenger compartment of the Defective Vehicles. Notwithstanding, Ford has failed to disclose the existence of the Defect and the resulting risk of carbon monoxide exposure and has failed to rectify the situation. Plaintiff, on at least one occasion, afforded Ford an opportunity to cure by bringing her Defective Vehicle into an authorized Ford dealership for service, and notifying the dealership of an exhaust odor in the passenger compartment. Notwithstanding, the Defect in Plaintiff's Defective Vehicle was not repaired. Neither TSB 12-12-4 nor TSB 14-0130 repairs the Defect. Under the circumstances, any requirement that Plaintiff afford Ford a reasonable opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

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

83. Plaintiff, individually and on behalf of the other Class members, seek all damages permitted by law, including diminution in value of their Defective Vehicles, in an amount to be proven at trial.

Claims Brought on Behalf of the Ohio Class

**SECOND CAUSE OF ACTION
VIOLATION OF THE OHIO CONSUMER SALES PRACTICES ACT
(OHIO REV. CODE § 1345.01, *et seq.*)**

84. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 69 as if fully set forth herein.

85. Plaintiff asserts this cause of action on behalf of herself and the other members of the Ohio Class (the "Class," for purposes of this cause of action).

86. At all times relevant to this suit, Ford was a "supplier," as defined in the Ohio Consumer Sales Practices Act, Ohio Rev. Code § 1345.01.

87. At all times relevant to this suit, Plaintiff and the other Class members were "consumers," as defined in the Ohio Consumer Sales Practices Act, Ohio Rev. Code § 1345.01.

88. At all times relevant to this suit, Plaintiff and the other Class members purchased the Vehicles through "consumer transactions," as defined in the Ohio Consumer Sales Practices Act, Ohio Rev. Code § 1345.01.

89. As a result of placing a defective product into the stream of commerce, Ford has breached its implied warranty in tort, which is an unfair and deceptive act, as defined in Ohio Rev. Code § 1345.09(B).

90. Ford has committed unfair and deceptive acts in violation of Ohio's Consumer Sales Practices Act by knowingly placing into the stream of commerce the defectively designed Defective Vehicles that have an exhaust and/or HVAC system that allows exhaust gases into the passenger compartment while the vehicle is in operation. These exhaust gases include carbon monoxide and other toxic substances that can cause serious respiratory issues, passenger asphyxiation, and death.

91. Moreover, Ford has committed an unfair, deceptive, and unconscionable act by knowingly concealing the Defect in the Defective Vehicles and failing to inform Plaintiff and the other Class members of the Defect.

92. The Ohio Attorney General made available for public inspection prior state court decisions that have held that the acts and omissions of Ford as detailed in this Complaint, including, but not limited to, the failure to honor both implied warranties and express warranties, the making and distribution of false, deceptive, and/or misleading representations, and the concealment and/or non-disclosure of a dangerous defect, constitute deceptive sales practices in violation of Ohio's Consumer Sales Practices Act. These cases include, but are not limited to, the following:

- a. *Mason v. Mercedes Benz USA, LLC* (OPIF #10002382);
- b. *State ex re. Betty D. Montgomery v. Ford Motor Co.* (OPIF #10002123);
- c. *State ex rel. Betty D. Montgomery v. Bridgestone/Firestone, Inc.* (OPIF #10002025);
- d. *Bellinger v. Hewlett-Packard Co.*, No. 20744, 2002 Ohio App. LEXIS 1573 (Ohio Ct. App. Apr. 10, 2002) (OPIF #10002077);
- e. *Borror v. MarineMax of Ohio*, No. OT-06-010, 2007 Ohio App. LEXIS 525 (Ohio Ct. App. Feb. 9, 2007) (OPIF #10002388);
- f. *State ex rel. Jim Petro v. Craftmatic Organization, Inc.* (OPIF #10002347);
- g. *Mark J. Cranford, et al v. Joseph Airport Toyota, Inc.* (OPIF #10001586);
- h. *State ex rel. William J. Brown v. Harold Lyons, et al.* (OPIF #10000304);
- i. *Brinkman v. Mazda Motor of America, Inc.* (OPIF #10001427);
- j. *Khouri v. Don Lewis* (OPIF #100001995);
- k. *Mosley v. Performance Mitsubishi aka Automanage* (OPIF #10001326);

- l. *Walls v. Harry Williams dba Butch's Auto Sales* (OPIF #10001524); and
- m. *Brown v. Spears* (OPIF #10000403).

93. Ford committed these and other unfair and deceptive acts with regard to the marketing and sale of the Defective Vehicles. Ford is liable to Plaintiff and the other Class members for compensatory damages, injunctive/equitable relief, and attorneys' fees pursuant to Ohio Rev. Code § 1345.09.

**THIRD CAUSE OF ACTION
BREACH OF EXPRESS WARRANTY
(OHIO REV. CODE § 1302.26 *et seq.*, U.C.C. § 2-313)**

94. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 69 as if fully set forth herein.

95. Plaintiff asserts this cause of action on behalf of herself and the other members of the Ohio Class (the "Class," for purposes of this cause of action).

96. Ford is and was at all relevant times "merchants" with respect to motor vehicles under Ohio Rev. Code §§ 1302.01(5) and 1310.01(A)(20), and "sellers" of motor vehicles under § 1302.01(4).

97. The Defective Vehicles are and were at all relevant times "goods" within the meaning of Ohio Rev. Code §§ 1302.01(8), and 1310.01(A)(8).

98. With respect to leases, the Ford Defendants are and were at all relevant times "lessors" of motor vehicles under Ohio Rev. Code § 1310.01(A)(20).

99. In the course of selling the Defective Vehicles, Ford expressly warranted to repair and adjust to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the Defective Vehicles' materials and workmanship defects.

100. Ford expressly warranted through statements and advertisements that the Defective Vehicles were of high quality, and at a minimum, would actually work properly and safely.

101. These warranties were made, inter alia, in advertisements and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between Ford, on the one hand, and Plaintiff and the other Class members, on the other hand.

102. Ford did not provide at the time of sale, and has not provided since then, Defective Vehicles conforming to these express warranties.

103. Furthermore, the limited warranty of repair and/or adjustments to defective parts fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole.

104. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair or adjustments to parts defective in materials or workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies as allowed by law.

105. Moreover, as alleged in more detail herein, at the time that Ford warranted and sold the Defective Vehicles, it knew that the Defective Vehicles did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Defective Vehicles.

106. Plaintiff and the other Class members were therefore induced to purchase the Defective Vehicles under false and/or fraudulent pretenses.

107. Moreover, many of the damages flowing from the Defective Vehicles cannot be resolved through the limited remedy of “replacement or adjustments,” as those incidental and consequential damages have already been suffered due to Ford’s conduct as alleged herein, and due to their failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff’s and the other Class members’ remedies would be insufficient to make Plaintiff and the other Class members whole.

108. Ford was provided notice of these issues and defects through numerous complaints filed against it, as well as internal knowledge derived from testing and internal expert analysis.

109. As a direct and proximate result of Ford’s breach of express warranties, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

110. Finally, due to Ford’s breach of warranties as set forth herein, Plaintiff and the other Class members assert as an additional and/or alternative remedy, as set forth in Ohio Rev. Code § 1302.66, for a revocation of acceptance of the goods, and for a return to Plaintiff and the other Class members of the purchase price of all Defective Vehicles currently owned.

**FOURTH CAUSE OF ACTION
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(OHIO REV. CODE ANN. §§ 1302.27 AND 1310.19)**

111. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 69 as if fully set forth herein.

112. Plaintiff asserts this cause of action on behalf of herself and the other members of the Ohio Class (the “Class,” for purposes of this cause of action).

113. The Ford Defendants are and were at all relevant times “merchants” with respect to motor vehicles under Ohio Rev. Code §§ 1302.01(5) and 1310.01(A)(20), and “sellers” of motor vehicles under § 1302.01(4).

114. With respect to leases, the Ford Defendants are and were at all relevant times “lessors” of motor vehicles under Ohio Rev. Code § 1310.01(A)(20).

115. The Defective Vehicles are and were at all relevant times “goods” within the meaning of Ohio Rev. Code §§ 1302.01(8) and 1310.01(A)(8).

116. A warranty that the Defective Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Ohio Rev. Code §§ 1302.27 and 1310.19.

117. These Defective Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the Defective Vehicles are inherently defective in that they do not comply with federal and state emissions standards, and the engine system was not adequately designed, manufactured, and tested as described above.

118. Ford was provided notice of these issues by the numerous complaints filed against it, including the instant Complaint, and by numerous individual letters and communications sent within a reasonable amount of time after the Defect became public.

119. As a direct and proximate result of Ford’s breach of the implied warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

**FIFTH CAUSE OF ACTION
BREACH OF IMPLIED WARRANTY IN TORT**

120. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 69 as if fully set forth herein.

121. Plaintiff asserts this cause of action on behalf of herself and the other members of the Ohio Class (the "Class," for purposes of this cause of action).

122. Ford manufactured and sold or leased the Defective Vehicles to Plaintiff and the other Class members.

123. The Defective Vehicles were defective because they allow exhaust emissions to enter the passenger compartment of the Defective Vehicles while in operation. These exhaust gases include carbon monoxide and other toxic substances that can cause serious respiratory issues, passenger asphyxiation, and death.

124. The Defect existed at the time the Defective Vehicles left the hands of Ford.

125. Based upon the Defect, Ford has failed to meet the expectations of a reasonable consumer. The Defective Vehicles have failed their ordinary, intended use because they allow harmful exhaust emissions to enter the passenger compartment of the Defective Vehicles while in operation.

126. The Defect in the Defective Vehicles was the direct and proximate cause of economic damages to Plaintiff and the other Class members.

**SIXTH CAUSE OF ACTION
FRAUDULENT CONCEALMENT**

127. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 69 as if fully set forth herein.

128. Plaintiff asserts this cause of action on behalf of herself and the other members of the Ohio Class (the "Class," for purposes of this cause of action).

129. Ford intentionally concealed the Defect and above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiff and the other Class members information that is highly relevant to their purchasing and/or leasing decision concerning the Defective Vehicles.

130. The Defective Vehicles purchased or leased by Plaintiff and the other Class members were, in fact, defective, unsafe, and unreliable, because the Defective Vehicles allow exhaust emissions to enter the passenger compartment of the Defective Vehicles while in operation.

131. Plaintiff and the other Class members reasonably relied upon Ford to disclose the Defect in the Defective Vehicles they purchased, as was their right.

132. The aforementioned concealment was material because, if it had been disclosed, Plaintiff and the other Class members would not have bought or leased the Defective Vehicles.

133. The aforementioned omissions were material because they were facts that would typically be relied on by a person purchasing or leasing a new motor vehicle.

134. As a proximate result of Ford's conduct, Plaintiff and the other Class members have been injured in an amount to be proven at trial.

**SEVENTH CAUSE OF ACTION
FRAUD BY OMISSION**

135. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 69 as if fully set forth herein.

136. Plaintiff asserts this cause of action on behalf of herself and the other members of the Ohio Class (the "Class," for purposes of this cause of action).

137. Ford was aware of the defects and above-described material safety information as early as 2011.

138. Ford, as manufacturer of consumer products and motor vehicles, has a duty to disclose such known defects and material safety information to federal authorities, Plaintiff, and the other Class members.

139. Ford, through its omission, failed to disclose the known defects and material safety information.

140. Plaintiff reasonably relied on Ford to perform its duty to disclose the known defects and material safety information.

141. The existence of the Defect and material safety information was material to the Plaintiff and the other Class members because, had they known of the Defect and material safety information, they would not have purchased the Defective Vehicles.

142. As a direct and proximate result of Ford's omission, Plaintiff and the other Class members purchased or leased Defective Vehicles that they either paid too much for or would not have purchased if the Defect had been disclosed to them and therefore have incurred damages in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on her own behalf and on behalf of the other Class members, respectfully requests judgment against Ford:

(a) Certifying the Class and appointing Plaintiff and her counsel to represent the Class;

(b) Ordering Ford to provide notice to the Class of the Defect in the Defective Vehicles that causes exhaust, including carbon monoxide, to enter into the passenger compartments of the Defective Vehicles during their normal and customary use;

(c) Ordering Ford to promptly repair and/or replace, free of charge, all Defective Vehicles to prevent exhaust from entering the passenger compartments of the Defective Vehicles; or ordering Ford to offer rescission to Plaintiff and the other Class members by returning the full costs paid to purchase or lease the Defective Vehicles in exchange for the return of the Defective Vehicles;

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

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

(f) Awarding attorneys' fees and costs; and

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

JURY DEMAND

Plaintiff demands a trial by jury of all issues triable.

Dated: July 28, 2016

/s/ Justin J. Hawal

Mark A. DiCello (0063924)

Robert F. DiCello (0072020)

Justin J. Hawal (0092294)

THE DICELLO LAW FIRM

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Attorneys for Plaintiff Julianne Bruzina



*****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: Wednesday, August 10, 2016 12:18:04 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: mbest@richmondford.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: Richmond Ford Lincoln
Requesting Dealer Fleet: Richmond Ford Lincoln
PA Code: 08799

Contact Person: Melissa Best
Title: Service Manager
Phone Number: 804-254-9203
Fax Number: 8043675890
Email: mbest@richmondford.com
Region: DC
Address: 4600 West Broad St
City: Richmond
State: Virginia
Zip Code: 23230

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 1/25/2014

Vehicle Year: 2014

Vehicle Model: Explorer

Vehicle VIN: 1FM5K8F83EG [REDACTED]

Mileage: 33777

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : Mechanicsville

State : Virginia

Zip Code [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: [REDACTED]

DETAILS OF INCIDENT:

Medical Attention Sought

Date of Incident: 2016-07-23

County incident occurred: Henrico

Is customer alleging a component defect CAUSED the incident? YES

Details: Stacie has mentioned in comments that her doctors feel that the prolonged exposure over time to the exhaust leaking into her car played a big factor in her recent hospitalization. She has an auto-immune disease that makes her very sensitive to all the elements around her.

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: Richmond Ford Parking Lot

Attorney information: None

CYO Contact:

Resolution Customer is seeking: Customer has not stated she is currently looking to sue now that we are buying her vehicle back, however before that offer was extended, she mentioned hiring an attorney several times.

Comments: Once I got involved with this Stacie on 6/30/16 - she shared with me that she has taken this to be resolved at another dealer who could not address it. She has stated that we went above and beyond here to make sure that her problems were resolved. I called and checked in and updated her several times and she seems to be pleased with the buyback and is looking to purchase another Ford here at our dealership. I am filing this at the

request of my FSE Devin West.

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Title Note created on 06/09/2016 10:59 AM by Jesenia Matos, Default Team: Tier 1 Inbound

CUSTOMER SAYS:

I am calling about my 2014 Explorer and I have a claim open that has been open for a year. The vehicle has a exhaust fumes problems. A lot of the vehicle's have the issue. I had the TSB done on the vehicle. It did not fix the issue. It caused me to be in the hospital, I was told by FMC that the vehicle has to be taken to the dlrshp and have a filed rep look at the vehicle. I live far from the dlrshp. I told them that I do not know where I am going to be in that area. Tey gave me the authority to take the vehicle to a dlrshp in my area. That dlrshp did the TSB. I called the new CSM that was on my case on March 1st. The issues are still there. My doctor told me not to drive the vehicle. I was told the issue was being escalate by Lea. I received a email back saying that no one FMC contacted ford and the case was closed. That is lie because I have all the documentation of the emails from Rita. I spoke to my boss and he said since you work for ford you need to get the vehicle fixed. The cust states she works with Ford credit. I currently driving my other vehicle which is a Nissan. I email lea saying that the vehicle will be at Richmond ford and it will stay there until this fixed. I insisted for a buyback. The dlrshp told me that FMC will give them a run around before the vehicle owner obtains a attorney. The CSM never emailed me back. I want FMC to do a buyback immediately. This is the third repair and it is unresolved. This is the lemon law.

PER CUST, DLR SAYS:

There nothing more we can do.

CRC ADVISED:

OBC to DLRSHP: The vehicle has not been diagnosed yet.

Told the cust that I cannot escalate a buyback request until the vehicle has been diagnosed. Once the vehicle has been diagnosed we can see what next steps we can take.

Regarding CAS-9777084-8917N4

File Attachment

File name:

Note: RE: Ford case regarding 2014 Explorer [REDACTED]

Page 1 of 1

Title: RE: Ford case regarding 2014 Explorer [REDACTED]
Email Created On: 7/12/2016 3:59:12 PM
From: James Hayward
To: [REDACTED]
Subject: RE: Ford case regarding 2014 Explorer [REDACTED]

I understand you advised the dealer to not attempt any further repairs. You will need to continue to work through your attorney from this point on.

Thanks,

Regarding [REDACTED]
File Attachment [REDACTED]
File name:

Report# :	[REDACTED]	Received:	06/22/2016
CCRG/EPRC:S		Date:	
Vehicle:	2014,EXPLORER 4X4 (U502) ,LIMITED,4 DOOR ,MPV ,1FM5K8F83EGB49718	Build Date:	01/18/2014
Odometer :	33,772 M	Engine:	3.5L CYCLO
Transmission:	6F55	Axle:	
Dealer:	USA 08799 Richmond Ford Lincoln	Calibration:	EUB1SN0A
City:	Richmond	A/C:	YES
State:	Virginia	Phone#:	804-358-5521
Originator:	DENNIS STICKLEY	Country :	USA
Symptom:	4 4 7 1 39 ST/RN/MV,ODOR,CHEMICAL,INTERMITTENT		
Status:			
VFG:	V53 EXHAUST SYSTEM FUNCTION		
Additional Symptom:	EXHAUST ODOR		
Fix:	Causal Component :		
Condition Code:			
Hotliner:	JLEARNIN	Phone:	001-313-3179395
Engineering:		Phone:	
Dir Contact:	DENNIS STICKLEY	Phone:	
		Regn Cd:	N4 Washington
		TAR:	
		Title Cde:	T

DTC:
UNKNOWN:P1000

CONCER 06/22/2016 06:08PM JOHN LEARNING MSS - FCSD - TECH SVC HOTLINE
Web Form Data (110402173) Description of Vehicle Concern: CUSTOMER STATES GETTING EXHAUST ODOR IN CABIN Please list any diagnostics already performed: VERIFIED CONCERN WITH CUSTOMER Parts Replaced: NONE Your Question: WANT TO COMPLETE TSB 14-0130 BUT CUSTOMER HAS AUTO IMMUNE ISSUES AND DOES NOT WANT UNDER COATING OR SEALNT USED ON VEHICLE DUE TO THE CHEMICAL SMELL IS THERE ANY ALTERNATIVE FOR CORRECTING THIS ISSUE OR HOW ABOUT USING A/C LINE TAPE TO SEAL PLEASE ADVISE

RECOMM 06/22/2016 06:08PM JOHN LEARNING MSS - FCSD - TECH SVC HOTLINE
Dennis, Additional research is needed regarding alternative sealant/material use for this repair. The Ford Technical Assistance Center has reviewed your request and has determined that it is necessary to discuss this matter verbally over the telephone. You will be contacted by close of business on 06/23/2016 by a Ford Technical Assistance Center representative with any additional information. Thank you for your patience.

CONCER 06/23/2016 03:19PM JOHN LEARNING MSS - FCSD - TECH SVC HOTLINE
An outbound call was placed to Dennis Stickley to discuss the recommendations I received from Greg Shimshock and Aaron Dungee regarding the repair of this vehicle for an exhaust odor. Dennis stated that he would perform the recommendations as outlined and reevaluate this exhaust smell concern. Dennis also indicated that the PTU was replaced on this vehicle due to it causing an odor as well.

- RECOMM 06/23/2016 03:19PM JOHN LEARNING MSS - FCSD - TECH SVC HOTLINE**
 Dennis, Thank you for speaking with me today regarding repairing the exhaust odor on this vehicle. As we discussed since the customer has expressed a concern regarding fumes from the materials outlined in [TSB 14-0130](#) (TA-2 Motorcraft Seam Sealer and 3M Rubberized Undercoating), it is recommended that you verify if these areas are in fact leaking, prior to performing this repair. It is recommended that you use the vehicle pressurization procedure to verify if the areas outlined in the TSB are leaking. Please refer to Section 501-00 of the online Workshop Manual (WSM)> Diagnosis and Testing> Body System> Dust and Water Leaks for a description of this procedure. Please ensure to locate and tape-off the body vents (located on the left and right lower rear of the quarter panels under the rear bumper cover), select FRESH AIR on the HVAC system, turn the blower to HIGH, close the doors and windows and allow the interior to pressurize for 15 minutes for this procedure to be effective. Raise the vehicle on the hoist and spray soapy water around the outside of the vehicle in the areas outlined in Steps 9 and 11 of the TSB. Any bubbles formed would indicate a leak. If no leaks are found in these areas, then it would be recommended not to perform the repair of these areas. This would eliminate the need for the seam sealer and the undercoating the customer is concerned about. Please perform the remainder of the TSB to ensure any other openings are sealed as outlined. This concern is being directed to the Technical Assistance Center
 s Escalated Handling Team for additional review. An Escalated Handling Team Member will contact you by phone or through this Hotline Assistance Request within one (1) business day to provide additional information and/or recommendations to assist in the resolution of the customer s concern. We will continue to work with you and your Dealership s Service Management Team to help get the concern resolved and the vehicle back to the customer in a timely manner.
- ADD-ON 06/23/2016 03:19PM JOHN LEARNING MSS - FCSD - TECH SVC HOTLINE**
 Note to EH this contact is being escalated due to the special circumstances regarding the customer having Auto-Immune Disorder, and being concerned that the fumes from the seam sealer and undercoating used in [TSB 14-0130](#) affecting this condition. This concern is outlined in an active FMC360 report for this vehicle. I consulted Cale Garrett, Greg Shimshock and Aaron Dungee regarding this concern. It was recommended in this contact to pressurize the vehicle and verify if the areas outlined for repair in the TSB are even leaking. If no leaks are detected, it was recommended to not apply the seam sealer and undercoating as outlined in the TSB, but to perform the rest of the repairs outlined. Aaron Dungee recommended escalation of this contact for further review of this concern. The Technician indicated that the PTU has been replaced for an odor issue, and that the updated exhaust has already been installed onto this vehicle for this concern. Article [TSB 14-0130 2011-2015 - EXPLORER EXHAUST ODOR IN VEHICLE](#)
- ADD-ON 06/23/2016 03:19PM JOHN LEARNING MSS - FCSD - TECH SVC HOTLINE**
 Reason For Escalation: Supervisor Recommendation
- CONCER 06/24/2016 04:12PM JAMES DAVIS MSS - FCSD - TECH SVC HOTLINE**
 Outbound call to Richmond Ford, Attempted to speak with Melissa Best (Service Manager), but Melissa was unavailable at the time of the call. Spoke to Dennis Stickley (Shop Foreman) who indicated that the vehicle will not be in until Monday for diagnostics.
- RECOMM 06/24/2016 04:12PM JAMES DAVIS MSS - FCSD - TECH SVC HOTLINE**
 Dennis/Melissa, The Ford Technical Assistance Center Escalated Handling Team will contact you Monday regarding this vehicle.
- ADD-ON 06/24/2016 04:12PM JAMES DAVIS MSS - FCSD - TECH SVC HOTLINE**

Active CRC case [REDACTED]

Dennis Stickley (Shop Foreman) cell 757-592-7437

Melissa Best (Service Manger) 804-358-5521

Vehicle down for about 16 days

FSE Devin West 1-703-498-3473

CONCER 06/27/2016 09:21AM JAMES DAVIS MSS - FCSD - TECH SVC HOTLINE

Outbound call to Richmond Ford, Attempted to speak with Melissa Best (Service Manager), but Melissa was not in the office today. Attempted to speak with Mike Ramano (Service Director), Mike was not in the office today. Spoke to Dennis Stickley (Shop Foreman) who indicated that the PTU was replaced on the this vehicle in an attempt to resolve the concern. After the PTU was replaced the odor present was not as noticeable. The HVAC module was updated as well, Dennis stated there is still an odor after a hard acceleration.

RECOMM 06/27/2016 09:21AM JAMES DAVIS MSS - FCSD - TECH SVC HOTLINE

Dennis, Per our conversation, inspect the purge valve for a stuck open issue. Remove the purge valve and attempt to blow air through the valve. If able to blow air through the valve replace the faulted stuck open purge valve and reevaluate. If the purge valve is verified, use the smoke machine with the pencil tip at the rear liftgate. Have an assistant inside the vehicle for observation. Use the smoke at the rear liftgate between the liftgate and seal. If smoke is present inside the vehicle, suspect a faulted seal or liftgate adjustment concern. If smoke is present inside the vehicle adjust the striker and reevaluate. If the concern is still present, replace the seal. If the purge valve and rear liftgate seal is verified, inspect the exhaust system installed for any leaks present. If any leaks are present, replace the exhaust again in an attempt to resolve the concern with this vehicle.

ADD-ON 06/27/2016 09:21AM JAMES DAVIS MSS - FCSD - TECH SVC HOTLINE

Additional Diagnostics:Dealer Called - Active CRC case [REDACTED]

Dennis Stickley (Shop Foreman) cell 757-592-7437

Melissa Best (Service Manger) 804-358-5521

Vehicle down for about 18 days

FSE Devin West 1-703-498-3473

Spoke to Devin West (FSE) who advised to inspect the purge valve, installed exhaust system and rear liftgate seal for any issues and repair as necessary in an attempt to resolve the concern.

CONCER 06/30/2016 10:32AM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE

Outbound call to shop foreman Dennis. Spoke to service manager Melissa who is somewhat familiar with the vehicle. Melissa only found out about this vehicle last week and didn't

know how many days it had been down. I advised her it looked like about 21 days now. According to the old CRC case, she was looking at buyback/lemon law. The new CRC case the customer is more concerned about the repairs made to the vehicle for her health reasons. Provided Melissa the hotline form contact ID.

RECOMM 06/30/2016 10:32AM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE

Dennis/Melissa, If the standard cabin pressure test outlined in WSM section 501-

OO has been performed (after letting the cabin build pressure for 10 minutes before spraying soapy water), leave the vehicle pressurized and use a smoke machine around the liftgate, taillamps, areas outlined in the TSB, and underbody body seams and plugs and note for smoke that is moving in an opposite direction that what your spraying it in as this would indicate an exhaust leak. If no leak is found, perform the previously recommended diagnostics from the 6/27 update to note any issues. Once this has been performed update this form and you will be contacted as soon as possible.

- ADD-ON 06/30/2016 10:32AM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE**
FMC case resolved for buyback and was declined because it was not diagnose. Customer states vehicle is a lemon. Active FMC case saying customer has auto immune disorder and is scared to drive the vehicle for her health reasons. TSB performed.
- ADD-ON 06/30/2016 10:32AM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE**
Needs to perform leak test and previously recommended.
- CONCER 06/30/2016 10:46AM**
Have performed tests as outlined in contact. Cabin pressure tests did not reveal any large or small leaks. Smoke tested around rear hatch no leaks. Checked exhaust system for leaks not found at any of the welds. Checked purge valve for proper operation the valve is operating correctly. Test drove to verify again the exhaust odor and am still getting a slight odor in the cabin on hard accel.
- CONCER 06/30/2016 12:17PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE**
Outbound call to shop foreman Dennis. Dennis stated he performed a cabin pressure test and did not see any leaks using soapy water or smoke. There were no leaks when smoke testing the exhaust. The purge valve did not allow air through. He has not performed the sealer from the TSB because the customer refuses to have that performed because of her autoimmune disorder.
- RECOMM 06/30/2016 12:17PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE**
Dennis, Rather than placing the sealer outlined in the TSB 14-0130, recommend taping off the body vents completely and then driving the vehicle to note if it is still present. If it is, then this could be due to the sealer not being applied from the TSB. If it is not, then only tape around the body vents where they contact the body to note if it is still present or not. If it is, then this is most likely an issue with the body vents themselves. If it is not, then this is most likely due to improper sealing where the body vents contact the body. This concern will also be discussed further with your FSE. A follow-up call will be scheduled for Wednesday to discuss this vehicle further.
- ADD-ON 06/30/2016 12:17PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE**
Voicemail left for FSE Devin West. Email sent as well.
- CONCER 06/30/2016 01:21PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE**
Outbound call to Dennis. Dennis stated up until the catalytic converters had been replaced by Sheehy Ford.
- RECOMM 06/30/2016 01:21PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE**
Dennis, Per a conversation with your FSE, continue with the previous recommendation of taping off the body vents in the order outlined to see if the odor is no longer present. However, if getting to where the contact area around the body vents where it meets the body are taped off and the odor is not present, do not seal around the body vents at this time. It is also advised to replace the catalytic converters per your FSE. A follow-up call will be scheduled for Wednesday afternoon.
- ADD-ON 06/30/2016 01:21PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE**

Outbound call to FSE Devin. Devin stated to ensure the purge valve was not allowing air to pass through, the exhaust did not have any leaks using a smoke machine, and smoke is not entering the vehicle when going around the liftgate. I advised there were no leaks for the exhaust or around the vehicle with a cabin pressure test and smoke test and the purge valve did not allow air through. He agreed with the direction I had for the dealer but don't seal off around the body vents if it gets to that point. He advised also to replace the cats. If it is still present afterwards, then a TAR would be most likely needed.

CONCER 07/06/2016 03:49PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE
Outbound call to Dennis. Dennis stated he just got back from vacation so he has not gotten any farther. The catalytic converters have arrived and will be installing tomorrow.

RECOMM 07/06/2016 03:49PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE
Dennis, Verify if the odor is still present after the catalytic converters have been replaced. If so, tape off the rear body vents and reevaluate. A follow-up call will be scheduled for Friday morning to discuss this vehicle further.

ADD-ON 07/06/2016 03:49PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE
FMC case updated with my last directions. No TFOAMS.

ADD-ON 07/06/2016 03:49PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE
Needs to replace converters.

CONCER 07/08/2016 11:45AM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE
Outbound call to Dennis. Dennis stated they installed the new converters and the odor was still present. He taped off the rear body vents but it was still present. He then taped off around the rear body vents where they contact the body and the odor was not present. With the rear AC off, the odor is not present. He was inspecting the underside of the vehicle with the rear AC on and can feel air coming through past the RHVAC system lines. He believed now in order to repair the vehicle the TSB needs to be performed and sealing off around the rear body vents. Outbound call again to Dennis to update him on direction. He stated he would relay it to his service manager Melissa.

RECOMM 07/08/2016 11:45AM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE
Dennis, After a discussion with your FSE, it is also agreed that we are now at the point where we have eliminated all other possible causes since you feel air movement past the RHVAC system lines and the odor was not present when the RHVAC system was off or the area where the body vents contact the body were taped off and now need to perform TSB 14-0130 and also use seam sealer TA-2-B around the body vents. Prior to doing this though, we have contacted your CSM indicating this is the direction needed to repair the vehicle and they need to have the customer get with their doctor and verify if these sealers can be used since they are the same sealers that are used on the vehicle when it is assembled at the factory. Your FSE is also not being dispatched at this time as this has now gone from a vehicle repair concern to a customer satisfaction/handling concern. A follow-up call will be scheduled for Wednesday but if information is obtained prior, you will be contacted as soon as possible.

ADD-ON 07/08/2016 11:45AM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE
FMC case updated indicating repairs finished today.

ADD-ON 07/08/2016 11:45AM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE
Outbound call to FSE Devin. Updated him that now we have eliminated all other possible causes and are now at the point where we need to use sealer. He indicated a TAR is not needed at this time since it is now a customer handling concern rather than a vehicle repair concern since we verified what it will take to

repair the vehicle. He advised to contact the CSM to inform them of this as the customer will need to get with their doctor to verify the sealers.

Devin out next week
TOC Jim Kelly 703-498-3401

Outbound call to CSM James Hayward to update him on the current direction needed to repair the vehicle. Advised him the customer needs to get with their doctor to approve the sealers and undercoating as they are what originally came from the factory and if allowed to sit for several days to dry, they should not exhibit an odor after applying and allowing to dry. The doctor could contact the dealer for more information on the sealers. Advised him to keep me informed. 1-866-631-3788 ext. 77772

- CONCER** **07/13/2016 12:02PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE**
Outbound call to Dennis. Was advised he was on lunch. Spoke to the service director Mike R, who is somewhat familiar with the vehicle. He stated the customer is not wanting any sealers but on as she feels it will be bad for her health. Customer is now looking into lemon law.
- RECOMM** **07/13/2016 12:02PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE**
Dennis/Mike, Since the customer is refusing the repairs to be made that will resolve the customer's concern, we will be closing this escalation as no further technical direction is needed and the customer will need to work with the CRC for further direction.
- ADD-ON** **07/13/2016 12:02PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE**
CRC case updated with emails between me and FSE Devin. Mike Romano (SD)
- ADD-ON** **07/13/2016 12:02PM CALE GARRETT MSS - FCSD - TECH SVC HOTLINE**
Emails between me and FSE Devin. Advised customer indicated to CSM James that she told the dealer already she refuses for them to put on the sealant and sealer. Customer now contacting lawyer for lemon law. Devin advised the escalation could be closed since this is now a customer issue rather than a technical issue.

Requester: ATAYLO29
Report Summary
Server: FCVWS962

Ford Proprietary, Private
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11-Aug-2016
Retention: None

Report# : [REDACTED] **Received:** 06/14/2016
CCRG/EPRC: [REDACTED] **Reviewed Status:** [REDACTED] **Date:**
Vehicle: 2014,EXPLORER 4X4 (U502) ,LIMITED,4 DOOR ,MPV ,1FM5K8F83EGB49718 **Build Date:** 01/18/2014
Odometer : 33,000 M **Engine:** 3.5L CYCLO **Calibration:** EUB1SNDA
Transmission: 6F55 **Axle:** **A/C:** YES
Dealer: USA 08799 Richmond Ford Lincoln **Phone#:** 804-358-5521
City: Richmond **State:** Virginia **Country :** USA
Originator:
Symptom: 4 47 2 00 ST/RN/MV,ODOR,FUEL,UNKNOWN
Status:
VFG: V25 FUEL FILLING & DELIVERY
Additional Symptom:
Fix: **Causal Component :**
Condition Code:
Cust: [REDACTED] **Home Phone:** ()
Work Phone: () **Region:** N4 Washington
Case Status: **Date:** 00 / 00 / 0000 **Vehicle Paint:** TUXEDO BLACK METALLI

OWNREL 06/13/2016 08:46PM
 Email Created On: 6/13/2016 4:46:17 PM From: James Hayward To: [REDACTED]
 Subject: RE: Ford case regarding 2014 Explorer [REDACTED] am reaching out to the dealer to see if I can get an update for both of us.

OWNREL 06/15/2016 12:38PM
 Email Created On: 6/15/2016 8:38:37 AM From: James Hayward To: [REDACTED]
 Subject: RE: Ford case regarding 2014 Explorer [REDACTED] the dealer has advised me that they a performing a repair today that they are hoping will take care of the concern. They will advise me later if it worked.

OWNREL 06/15/2016 12:39PM
 Email Created On: 6/15/2016 8:38:56 AM From: MELISSA BEST To: James Hayward Subject: RE: [REDACTED] VIN 1FM5K8F83EGB49718 Our technician found another SSM (45053) that had not yet been performed he did so today. Will test drive tomorrow morning and see if the problem is resolved. Melissa Best | Service Manager Richmond Ford Lincoln - Driven By You 4600 W. Broad St | Richmond, Va. 23230 (P) 804-254-9203 ext. 203 | (F) 804-367-5890 Richmondfordlincoln.com

OWNREL 06/15/2016 03:55PM
 Email Created On: 6/15/2016 11:55:16 AM From: [REDACTED] To: James Hayward Subject: Re: Ford case regarding 2014 Explorer [REDACTED] Thank you for emailing me James! It took what seems a lifetime for Ford to care. I am definitely more sensitive a case than many having autoimmune disorder along with the fact FMCC is an owner of the company I work,,, the concern of my driving this vehicle for many, many hours in a day is

not only concerning to me but many. My Dr said my med records tell a degree of fact my immune responses have been more active, frequent and more severe since owning this vehicle and Im not sure if you know much about autoimmune disorder but any molecules / substances such as toxins, chemicals, air particles, then of course viruses, fungi, or bacteria. The immune system recognizes and destroys substances that contain these antigens and more often than necessary my immune system is attacking healthy tissue due to say for example a toxic gas or smell. In the healthy person it doesnt create an immune response, but in my system it causes havoc... I only express this to you to make you aware and understand further,,, because one of the Ford CS reps was oblivious to autoimmune disorder and how driving this automobile was bad for my health. Thank you for keeping me up to date on the progress [REDACTED] sent from my iPhone On Jun 15, 2016, at 8:38 AM, Hayward, James (J.) wrote: The dealer has advised me that they are performing a repair today that they are hoping will take care of the concern. They will advise me later if it worked.

OWNREL 06/16/2016 02:34PM

Email Created On: 6/16/2016 10:34:05 AM From: James Hayward To: MELISSA BEST, MELISSA BEST, MELISSA BEST Subject: RE: [REDACTED] VIN 1FMSK8F83EG [REDACTED] Did [REDACTED]

OWNREL 06/16/2016 03:12PM

Email Created On: 6/16/2016 11:12:48 AM From: MELISSA BEST To: James Hayward Subject: RE: [REDACTED] VIN 1FMSK8F83E [REDACTED]

[REDACTED] Not completely solved yet as there is still a small odor. Going to perform TSB 14-0130 and retest. Parts were (emergency) ordered today, and it should hopefully be completed by tomorrow. Melissa Best

OWNREL 06/16/2016 03:23PM

Email Created On: 6/16/2016 11:23:30 AM From: James Hayward To: [REDACTED] Subject: RE: Ford case regarding 2014 Explorer [REDACTED] the dealer advised me that they are performing another repair on the vehicle to solve the residual smell left. I will follow up with you again on the 21st to confirm that you have the vehicle back.

OWNREL 06/21/2016 01:49PM

Email Created On: 6/21/2016 9:49:10 AM From: James Hayward To: MELISSA BEST, MELISSA BEST, MELISSA BEST Subject: RE: [REDACTED] VIN 1FMSK8F83EG [REDACTED] Did the TSB take care of the issue

OWNREL 06/21/2016 01:51PM

Email Created On: 6/21/2016 9:51:30 AM From: James Hayward To: [REDACTED] Subject: RE: Ford case regarding 2014 Explorer [REDACTED] am waiting to hear back from the dealer on the results. I will follow up with the latest details no later than the 23rd.

OWNREL 06/21/2016 07:36PM

Email Created On: 6/21/2016 3:36:08 PM From: MELISSA BEST To: James Hayward Subject: F [REDACTED] VIN 1FMSK8F83EG [REDACTED] Due to her auto immune disease we are uncomfortable undercoating the vehicle as she has asked us not to, and seam sealer is in that same line of product. Im not sure not how to proceed at this point to be honest. Im thinking of having Dennis contact hotline for alternative routes.

OWNREL 06/21/2016 07:36PM

Email Created On: 6/21/2016 3:36:54 PM From: James Hayward To: MELISSA BEST, MELISSA BEST, MELISSA BEST Subject: RE: [REDACTED] VIN 1FMSK8F83EG [REDACTED] agree with that thought.

OWNREL 06/21/2016 07:41PM

Email Created On: 6/21/2016 3:41:19 PM From: [REDACTED] To: James Hayward
Subject: Re: Ford case regarding 2014 Explorer

[REDACTED] Thank you for the email. Sent from my iPhone On Jun 21, 2016, at 9:50 AM, Hayward, James (J.) wrote: I am waiting to hear back from the dealer on the results. I will follow up with the latest details no later than the 23rd.

OWNREL 06/23/2016 02:24PM

- per hotline - report G6VF2014

OWNREL 06/23/2016 02:25PM

Email Created On: 6/23/2016 10:25:42 AM From: James Hayward To: [REDACTED]
Subject: RE: Ford case regarding 2014 Explorer [REDACTED]
The dealer has contacted engineering and is waiting for a response back on how to correct this issue without causing any more smells. Engineering has advised them they will call the dealer today. I will follow up with you on the 28th to confirm if vehicle is repaired.

OWNREL 06/23/2016 05:33PM

Email Created On: 6/23/2016 1:33:17 PM From: MELISSA BEST To: James Hayward
Subject: RE: [REDACTED] VIN 1FMSK8F83 [REDACTED]

[REDACTED] Hotline has responded that this must be discussed via telephone and they will call us. Thank you.

OWNREL 06/23/2016 05:57PM

Email Created On: 6/23/2016 1:57:42 PM From: [REDACTED] James Hayward
Subject: Re: Ford case regarding 2014 Explorer

[REDACTED] James, Please do not feel my anger is directed at you in the following message.... As you know FMCC is an owner of the company I work for and I spend a lot of time in Ford dealerships. Just in my territory I know of more than a dozen buy backs and a dealer I visited yesterday,,, themselves have had 2 Ford buy back customers all for the same issue... This has been going on much too long and even with my health issues adding my patience giving 3 dealers the attempt to fix the problem which remains unresolved... Im at my boiling point. Ford has failed me... This vehicle is not only defective but dangerous to my well being!!! I want the buy back process started immediately. Sincerely [REDACTED]

[REDACTED] Sent from my iPhone On Jun 23, 2016, at 10:24 AM, Hayward, James (J.) wrote: The dealer has contacted engineering and is waiting for a response back on how to correct this issue without causing any more smells. Engineering has advised them they will call the dealer today. I will follow up with you on the 28th to confirm if vehicle is repaired.

OWNREL 06/28/2016 03:07PM

Email Created On: 6/28/2016 11:07:11 AM From: James Hayward To: MELISSA BEST, MELISSA BEST, MELISSA BEST
Subject: RE: [REDACTED] VIN 1FMSK8F83EC [REDACTED] has hotline contacted you

OWNREL 06/28/2016 06:05PM

- per hotline - FSE is advising dlr to perform repairs as of 27th - no response back from dlr

OWNREL 06/28/2016 06:08PM

Email Created On: 6/28/2016 2:08:33 PM From: James Hayward To: [REDACTED]

[REDACTED] Subject: RE: Ford case regarding 2014 Explorer CRM [REDACTED]
I understand you are upset at the length of time this is taking. Engineering is advising the dealer to replace certain parts. As for us being able to buy back your vehicle, we will not be able to honor that request on my end. You will need to call the number in the back of your owners manual to start an arbitration process to

see if they will honor your request. At this time I will continue to keep you updated on the repairs. I will follow up by July 1st to confirm if it is repaired.Thanks,

OWNREL 06/29/2016 12:05PM

Email Created On: 6/29/2016 8:05:10 AMFrom: [REDACTED] James HaywardSubject: Re: Ford case regarding 2014 Explorer

[REDACTED] Thank you for the information James...Sent from my iPhoneOn Jun 28, 2016, at 2:07 PM, Hayward, James (J.) wrote:I understand you are upset at the length of time this is taking. Engineering is advising the dealer to replace certain parts. As for us being able to buy back your vehicle, we will not be able to honor that request on my end. You will need to call the number in the back of your owners manual to start an arbitration process to see if they will honor your request. At this time I will continue to keep you updated on the repairs. I will follow up by July 1st to confirm if it is repaired. Thanks,

OWNREL 07/01/2016 12:40PM

Email Created On: 7/1/2016 8:40:04 AMFrom: James HaywardTo: MELISSA BEST, MELISSA BEST, MELISSA BESTSubject: [REDACTED] VIN 1FMSK8F83E[REDACTED]

[REDACTED] Any new information on this repair

OWNREL 07/01/2016 12:41PM

Email Created On: 7/1/2016 8:41:25 AMFrom: James HaywardTo: [REDACTED] Subject: RE: Ford case regarding 2014 Explorer [REDACTED] The dealer is performing repairs to the vehicle that engineering is requested. I am trying to reach the dealer to confirm if those repairs were done. I will follow up with you on the 7th because of holidays.

OWNREL 07/06/2016 06:08PM

Email Created On: 7/6/2016 2:08:04 PMFrom: MELISSA BESTTo: James HaywardSubject: RE: [REDACTED] VIN 1FMSK8F83E [REDACTED] CR [REDACTED] Per noime and FSE we are taping off the vents to the rear AC unit and replacing both converters. Estimated completion 7/8/16. Will update customer today.

OWNREL 07/07/2016 02:03PM

Email Created On: 7/7/2016 10:03:07 AMFrom: James HaywardTo: [REDACTED] Subject: RE: Ford case regarding 2014 Explorer [REDACTED] They advised that the ETA for repairs should be tomorrow on the 8th. I will follow up with you on the 12th to confirm you have the vehicle back.

OWNREL 07/08/2016 05:20PM

Email Created On: 7/8/2016 1:20:11 PMFrom: James HaywardTo: [REDACTED] Subject: RE: Ford case regarding 2014 Explorer [REDACTED] Engineering has advised that they would like to use sealant to fix your concerns and if you allow them to do that and let the car sit for several days there should be no odor from the repairs. If you think this may still be an issue they suggest that you can have your doctor talk to the dealer to confirm this will still be a problem.

OWNREL 07/08/2016 06:46PM

Email Created On: 7/8/2016 2:46:53 PMFrom: [REDACTED] James HaywardSubject: Re: Ford case regarding 2014 Explorer CR [REDACTED] they have been advised already no sealant / under coating as the vehicle has been out of service for over 30 consecutive days this year and over 30 consecutive days last year. My attorney said we are pursuing my lemon law rights. Regardless of the desire to under coat the vehicle it remains defective and exhaust fumes entering the cabin pose a serious safety issue. Three dealers have been unable to FIX the same issue.This article that

came out a few days ago isnt very good for Ford.Sent from my iPhoneOn Jul 8, 2016, at 1:19 PM, Hayward, James (J.) wrote:Engineering has advised that they would like to use sealant to fix your concerns and if you allow them to do that and let the car sit for several days there should be no odor from the repairs. If you think this may still be an issue they suggest that you can have your doctor talk to the dealer to confirm this will still be a problem.

OWNREL 07/08/2016 06:48PM

Email Created On: 7/8/2016 2:48:24 PMFrom: James HaywardTo: Subject: FW: Ford case regarding 2014 Explorer CR [REDACTED]

OWNREL 07/08/2016 06:49PM

Email Created On: 7/8/2016 2:49:48 PMFrom: [REDACTED] James HaywardSubject: Re: Ford case regarding 2014 Explorer [REDACTED] Article mentioned

below:<http://www.wxyz.com/news/national/ford-explorers-investigated-for-exhaust-gas-odor-inside-suv>Sent from my iPhoneOn Jul 8, 2016, at 2:45 PM,

[REDACTED] wrote:They have been advised already no sealant / undercoating ...The vehicle has been out of service for over 30 consecutive days this year and over 30 consecutive days last year. My attorney said we are pursuing my lemon law rights. Regardless of the desire to under coat the vehicle it remains defective and exhaust fumes entering the cabin pose a serious safety issue. Three dealers have been unable to FIX the same issue.This article that came out a few days ago isnt very good for Ford.Sent from my iPhoneOn Jul 8, 2016, at 1:19 PM, Hayward, James (J.) wrote:Engineering has advised that they would like to use sealant to fix your concerns and if you allow them to do that and let the car sit for several days there should be no odor from the repairs. If you think this may still be an issue they suggest that you can have your doctor talk to the dealer to confirm this will still be a problem.

OWNREL 07/11/2016 12:04PM

Email Created On: 7/11/2016 8:04:24 AMFrom: To: Devin West, West, Devin (D.) Subject: FW: Ford case regarding 2014 Explorer [REDACTED] Devin,It appears the customer is still refusing the sealer/undercoating and doesnt appear to be willing to discuss with doctor.Cale GarrettEscalated Handling Body/ChassisFord Technical Assistance CenterDSC I - Cube 136313-317-9381cgarre38@ford.com

OWNREL 07/11/2016 12:04PM

Email Created On: 7/11/2016 8:04:27 AMFrom: Devin WestTo: Subject: Re: Ford case regarding 2014 Explorer [REDACTED].The customer owns the vehicle and we cant force her to allow us to fix it. Other than leaving the vehicle to sit or running it through a bake cycle in a paint booth to ensure that the sealer is well cured before returning it to her, we have no other engineering approved alternatives to fix the vehicle. It should be noted that this is the same sealer used to build the vehicle at the factory.i have advised the region as well. At this point, this is a customer handling issue and there is nothing else we can do until the customer will allow us to fix their vehicle. My suggestion would be to close the escalation, as there are no further technical issues.Best Regards,Devin West, FSESent from my iPhoneOn Jul 8, 2016, at 16:50, Garrett, Cale (C.) wrote:Devin, It appears the customer is still refusing the sealer/undercoating and doesnt appear to be willing to discuss with doctor. Cale Garrett Escalated Handling Body/Chassis Ford Technical Assistance Center DSC I - Cube 136 313-317-9381 cgarre38@ford.com

OWNREL 07/11/2016 12:04PM

Email Created On: 7/11/2016 8:04:29 AMFrom: To: Devin West, West, Devin (D.) Subject: RE: Ford case regarding 2014 Explorer [REDACTED] Devin,I do

see where you are coming from I was just forwarding you the email so you can be updated on it as well. Cale Garrett Escalated Handling Body/Chassis Ford Technical Assistance Center DSC I - Cube 136313-317-9381 cgarre38@ford.com

OWNREL 07/11/2016 12:04PM

Email Created On: 7/11/2016 8:04:31 AM From: Devin West To: Subject: Re: Ford case regarding 2014 Explorer [REDACTED] worries I appreciate the update. I just got off the phone with the the dealer, it sounds like there was a miscommunication and the customer was told we are doing an undercoating. I have the dealer calling her back and telling her that it is a small area of body sealer and offering to run the vehicle through a bake cycle to ensure that it is well cured. Will keep you posted as to what happens. Thanks for the support. Devin Sent from my iPhone On Jul 8, 2016, at 17:19, Garrett, Cale (C.) wrote: Devin, I do see where you are coming from I was just forwarding you the email so you can be updated on it as well. Cale Garrett Escalated Handling Body/Chassis Ford Technical Assistance Center DSC I - Cube 136 313-317-9381 cgarre38@ford.com

OWNREL 07/11/2016 12:04PM

Email Created On: 7/11/2016 8:04:34 AM From: To: Devin West, West, Devin (D.) Subject: RE: Ford case regarding 2014 Explorer [REDACTED] Thank you Devin I appreciate it! Regards, Cale Garrett Escalated Handling Body/Chassis Ford Technical Assistance Center DSC I - Cube 136313-317-9381 cgarre38@ford.com

OWNREL 07/12/2016 07:59PM

Email Created On: 7/12/2016 3:59:12 PM From: James Hayward To: [REDACTED] Subject: RE: Ford case regarding 2014 Explorer [REDACTED] understand you advised the dealer to not attempt any further repairs. You will need to continue to work through your attorney from this point on. Thanks,

Requester: ATAYLO29

Report Summary

Server: FCVWS962

Ford Proprietary, Private

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11-Aug-2016

Retention: None

Report# : [REDACTED] **Received:** 06/10/2016
CCRG/EPRC: [REDACTED] **Reviewed Status:** [REDACTED] **Date:**
Vehicle: 2014,EXPLORER 4X4 (U502) ,LIMITED,4 DOOR ,MPV ,1FM5K8F83EGB49718 **Build Date:** 01/18/2014
Odometer : 33,000 M **Engine:** 3.5L CYCLO **Calibration:** EUB1SN0A
Transmission: 6F55 **Axle:** **A/C:** YES
Dealer: USA 08799 Richmond Ford Lincoln **Phone#:** 804-358-5521
City: Richmond **State:** Virginia **Country :** USA
Originator:
Symptom: 8 89 5 00 SAFE/SEC,SMOKE/ODOR,EXHAUST,UNKNOWN
Status:
VFG: V99 ALL OTHER
Additional Symptom:
Fix: **Causal Component :**
Condition Code:

Cu [REDACTED] **Home Phone:** ()
Work Phone: () **Region:** N4 Washington
Case Status: **Date:** 00 / 00 / 0000 **Vehicle Paint:** TUXEDO BLACK METALLI

OWNREL 06/09/2016 02:59PM

CUSTOMER SAYS: I am calling about my 2014 Explorer and I have a claim open that has been open for a year. The vehicle has a exhaust fumes problems. A lot of the vehicles have the issue. I had the TSB done on the vehicle. It did not fix the issue. It caused me to be in the hospital, I was told by FMC that the vehicle has to be taken to the dirshp and have a filed rep look at the vehicle. I live far from the dirshp. I told them that I do not know where I am going to be in that area. They gave me the authority to take the vehicle to a dirshp in my area. That dirshp did the TSB. I called the new CSM that was on my case on March 1st. The issues are still there. My doctor told me not to drive the vehicle. I was told the issue was being escalate by Lea. I received a email back saying that no one FMC contacted ford and the case was closed. That is lie because I have all the documentation of the emails from Rita. I spoke to my boss and he said since you work for ford you need to get the vehicle fixed. The cust states she works with Ford credit. I currently driving my other vehicle which is a Nissan. I email lea saying that the vehicle will be at Richmond ford and it will stay there until this fixed. I insisted for a buyback. The dirshp told me that FMC will give them a run around before the vehicle owner obtains a attorney. The CSM never emailed me back. I want FMC to do a buyback immediately. This is the third repair and it is unresolved. This is the lemon law. PER CUST, DLR SAYS: There nothing more we can do. CRC ADVISED: OBC to DLRSHP: The vehicle has not been diagnosed yet. Told the cust that I cannot escalate a buyback request until the vehicle has been diagnosed. Once the vehicle has been diagnosed we can see what next steps we can take.

Report Summary

Page 2 of 2

Requester: ATAYLO29
Report Summary
Server: FCVWS962

Ford Proprietary, Private
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11-Aug-2016
Retention: None

Report# : [REDACTED] **Received:** 12/29/2015
CCRG/EPRC: [REDACTED] **Reviewed Status:** [REDACTED] **Date:**
Vehicle: 2014,EXPLORER 4X4 (U502) ,LIMITED,4 DOOR ,MPV ,1FM5K8F83EGB49718 **Build Date:** 01/18/2014
Odometer : 28,000 M **Engine:** 3.5L CYCLO **Calibration:** EUB1SN0A
Transmission: 6F55 **Axle:** [REDACTED] **A/C:** YES
Dealer: USA 06766 Koons Silver Spring Ford Linco **Phone#:** 301-890-6100
City: Silver Spring **State:** Maryland **Country :** USA
Originator: [REDACTED]
Symptom: 8.89 Z 34 SAFE/SEC,SMOKE/ODOR,PASSNGR AREA,HOT
Status: [REDACTED]
VFG: V99 ALL OTHER
Additional Symptom: [REDACTED]
Fix: **Causal Component :** [REDACTED]
Condition Code: [REDACTED]
Cus [REDACTED] **Home Phone:** ()
Work Phone: () **Region:** N4 Washington
Case Status: **Date:** 00 / 00 / 0000 **Vehicle Paint:** TUXEDO BLACK METALLI

OWNREL 12/28/2015 09:51PM

CUSTOMER SAYS: customer called with an ongoing problem, Wanted to call and explain what has been happening and find a resolution. Customer, from the time she purchased the veh new has smelled exhaust fumes in the veh. At first she dismissed it as new veh smell. The smell progressively got worse. the customer Googled the issue and it was showing the issue is very common in this model of veh. The cust took it to a dealer in richmand who replaced a good portion of the back of the veh and the problem seemed to go away for a very short period of time, went back to the dealership again. they advised that there is no currant fix for the veh. The customer has been hospitalized over the issue as she has respiratory issues that are easily aggravated. The customer is now looking for resolution either with a buyback or some sort of trade. PER CUST, DLR SAYS: they advised that there is no currant fix for the veh. CRC ADVISED: I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealerships management team. The Ford Regional Customer Service Manager has access to all Ford resources and will use these resources to assist you and your dealership regarding your situation. The Ford Regional Customer Service Manager will receive the information you have just provided me and will do a thorough review on your behalf. You can expect a phone call from your Customer Service Manager within 1 business day.

OWNREL 12/28/2015 09:52PM

Best Contact at Home Phone [REDACTED]

OWNREL 12/29/2015 01:49PM

CSM Rita xt 77720 assisting CSM Tia xt 77752. Ticket Number: [REDACTED]

[REDACTED] Home phone:
 [REDACTED] Mobile phone: nullTV Score: N/SVehicle Purchase Status: Original
 OwnerDealer name: Koons Silver Spring Ford LincolnDealer P&A: 06766Dealer
 phone: [REDACTED] VIN: 1FMSK8F83E [REDACTED] Year: 2014Make: FORDModel:
 EXPLORER Mileage: 28000Warranty Start Date: 1/23/2014Engines Specification:
 3.5L V6 CYCLONE TIVCTWSD 01/25/14ESP NONE RECALL (CSP) 12M02AWS Repr
 Date: 30-OCT-2014==CUSTOMER STATES EXHAUST SMELL ENTERING CABIN -
 MAKES HER SICK AND GETS HEADACHE - OTHER PASSENGERS HAVE SMELLED IT
 - REFER TO TSB 14-0130 PARTS ORDERED - DO NOT USE UNDERCOATING!!!!Repr
 Date: 30-OCT-2014==ADD - UPON INSPECTION FOUND TWO SMALL COOLANT
 LEAKS THAT COULD BE PART OF THE SMELL ISSUEGCQIS NONE

OWNREL 12/29/2015 02:07PM
 CSM Rita xt 77720 assisting CSM Tia xt 77752. OBC to Dir @ [REDACTED]
 Spoke with S/M mark who adv that the last time they saw the cust as last yr @
 14k miles unless she has taken the veh elsewhere they have no updates on the
 cust.OBC to Cust @ 8045133710. Unable to reach CSM left a v/m that we would
 reach back out to her on Thursday 12/31/ no later than the c.o.b.

OWNREL 12/31/2015 05:18PM
 CSM Stephanie x77739 assisting Tia--OBC to cust [REDACTED] to answer-CSM
 left voicemail with contact info advised follow up [REDACTED]

OWNREL 01/06/2016 07:54PM
 CCT Advised: OBC to customer @ [REDACTED] CSM Tia @77752. I provided
 my name, contact information and my role. Left voicemail. Will follow up on
 1/11/2016Customer Says: n/a

OWNREL 01/12/2016 10:11PM
 CSM Stephanie x77739 IBC from Cust. Spoke with Mrs.Jones who advised she is
 not able to get in contact with her CSM. CSM advised her she needs to speak with
 her CSM Tia & will have Tia contact her. Reopening case

OWNREL 01/13/2016 08:02PM
 Initial Contact (Customer)CCT Advised: OBC to customer @ [REDACTED] CSM
 Tia @77752. I provided my name, contact information and my role. CSM will
 follow upon receipt of call from customer, as customer has not been back to the
 dealership regarding the recurring concern. Customer Says: was told originally
 that the vehicle needs to be taken into the dealership. There was carbon monoxide
 in the passenger cabin based on a leak. She still has the concern present at this
 time. She will not be able to return to the dealership until the first week of
 February. The customer wants out of this vehicle. Have you heard of any concerns
 with the 2016 Why would the dealership refuse to call out an FSE

OWNREL 01/20/2016 07:23PM
 Customer will be unable to visit the dealer until the first week of February. CSM is
 closing case until appointment is scheduled.

OWNREL 01/20/2016 07:25PM
 Good afternoon [REDACTED] This is Tia with Ford. Im just touching bases to let you
 know that I have forgotten you. I know that you are aiming for the first week of
 February in order to schedule your appointment. As soon as you schedule, please
 reach out to me and let me know so that I may reopen your case and continue to
 assist.Thank you for your time and attention,Tia Reed

OWNREL 02/02/2016 09:24PM
 CSM Rita xt 77720Case without f/us CSM setting f/u for next Monday 02/08 no
 later than the c.o.b.

OWNREL 02/08/2016 04:45PM

CSM Leah (LWest46@Ford.com)**Assisting CSM Rita ext 77720**OBE to customer I am touching base with you today on behalf of your CSM, Tia, who is no longer with us. I wanted to check with you and see if you have had a chance to schedule an appointment with your dealership to bring your Explorer in for diagnosis. Once you have scheduled your appointment, please let me know so we can work together to resolve your concerns. The CSM who will be handling your case going forward is Rita Lott and she can be reached via email at rlott3@ford.com or via phone at 866-631-3788 ext. 77720."F/U 2/11

OWNREL 02/08/2016 04:45PM

Email Created On: 2/8/2016 11:45:34 AM From: Leah West To: [REDACTED]
 Subject: Ford case regarding 2014 Explorer CRM: [REDACTED]
 /IN 1FMSK8F83EG [REDACTED] Good Morning, I am touching base with you today on behalf of your CSM, Tia, who is no longer with us. I wanted to check with you and see if you have had a chance to schedule an appointment with your dealership to bring your Explorer in for diagnosis. Once you have scheduled your appointment, please let me know so we can work together to resolve your concerns. The CSM who will be handling your case going forward is Rita Lott and she can be reached via email at rlott3@ford.com or via phone at 866-631-3788 ext. 77720.Ford Motor Company (r) Leah West | FCSD CCT
 |FCSDLWEST46@ford.com| www.ford.com

OWNREL 02/11/2016 07:55PM

obc to dir at (301) 890-6100 spoke with Jesus in service who advised that veh has not been in to dir yet

OWNREL 02/11/2016 07:58PM

obc to cust at [REDACTED] -Left cust vm advising cust to give us a call back when she is able to take veh in to dir

Requester: ATAYLO29

Report Summary

Server: FCVWS962

Ford Proprietary, Private

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11-Aug-2016

Retention: None



**ABQ LAW CLINIC
MORRIS LAW FIRM, P.A.**

(505) 842-1362

KERRY MORRIS, LAWYER
901 Lomas Boulevard, N.W.
Albuquerque, New Mexico 87102

Fax (505) 242-7040

Via facsimile (313) 845-5555 and certified mail

OGC Lit
Product Claims

August 15, 2016

AUG 19 2016

Ford Motor Company
Product Claims Department
P.O. Box 70
Dearborn, MI 48121-0070

Vehicle: 2015 Ford Explorer, VIN 1FM5K8F89F0
R/O Number: [REDACTED]

Dear Product Claims:

This office represents [REDACTED] for the above-referenced vehicle. Please address any future communications to me.

[REDACTED] purchased his Ford Explorer from Rich Fort on August 20, 2016, with a one-year warranty. During that time, it has had repeated problems with exhaust fumes leaking into the cab. Repeated attempts to fix the problem have failed. The car was with Rich Ford since June 13, 2016. Not until today, August 15, 2016 has Ford been able to certify the car as repaired.

Pursuant to Section 57-16A-3 of the Motor Vehicle Quality Assurance Act (the "Lemon Law"):

If the manufacturer or its agent or authorized dealer, after a reasonable number of attempts, is unable to conform the new motor vehicle to any applicable express warranty by repairing or correcting any defect or condition which substantially impairs the use and market value of the motor vehicle to the consumer, the manufacturer shall replace the motor vehicle with a comparable motor vehicle *or accept return of the vehicle from the consumer and refund to the consumer the full purchase price* including all collateral charges, less a reasonable allowance for the consumer's use of the vehicle.

C. It shall be presumed that a reasonable number of attempts as mentioned in Subsection B of this section have been undertaken to conform a new motor vehicle to the applicable express warranties if:

(2) the vehicle is in the possession of the manufacturer, its agent or authorized dealer for repair a cumulative total of thirty or more business days during such term or during such period whichever is the earlier date, exclusive of down time for routine maintenance as prescribed by the manufacturer.

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Addressee
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(Emphasis added). A copy of the relevant statute is attached.

The Explorer was with Rich Ford for over two months, well in excess of the thirty (30) business days allowed by the statute. Mr. [REDACTED] researched this type of vehicle and determined that the exhaust leak is not a unique problem with this particular car, but common to the model. A copy of that information is attached. He therefore made demand on July 29, 2016 to return the vehicle and receive a refund. A copy of the demand is attached.

Since this demand was made after the allowable thirty (30) days, but before Ford certified the car as fixed, the demand stands. Please take whatever measures are necessary to open a claim for this car. If I do not receive prompt notice that this has been done, I will have no choice but to file suit.

I look forward to hearing from you.

Sincerely,

ABQ LAW CLINIC
Morris Law Firm, P.A.

/s/ Deborah Moore

By Deborah Moore, Esq.

Enclosure: N.M.S.A. § 57-16A-3
Internet report on Ford Explorer exhaust leak
Letter sent to Rich Ford on July 29, 2016

Cc: [REDACTED] id an [REDACTED]

57-16A-3. Conformation to express warranties.

A. If a new motor vehicle does not conform to all applicable express warranties and the consumer reports the nonconformity to the manufacturer, its agent or its authorized dealer during the term of such express warranties or during the period of one year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, the manufacturer, its agent or its authorized dealer shall make such repairs as are necessary to conform the vehicle to such express warranties.

B. If the manufacturer or its agent or authorized dealer, after a reasonable number of attempts, is unable to conform the new motor vehicle to any applicable express warranty by repairing or correcting any defect or condition which substantially impairs the use and market value of the motor vehicle to the consumer, the manufacturer shall replace the motor vehicle with a comparable motor vehicle or accept return of the vehicle from the consumer and refund to the consumer the full purchase price including all collateral charges, less a reasonable allowance for the consumer's use of the vehicle. The subtraction of a reasonable allowance for use shall apply when either a replacement or refund of the new motor vehicle occurs. As used in this subsection, a reasonable allowance for use shall be that amount directly attributable to use by the consumer prior to his first report of the nonconformity to the manufacturer, agent or dealer and during any subsequent period when the vehicle is not out of service by reason of repair. Refunds shall be made to consumers or lienholders as their interests may appear.

C. It shall be presumed that a reasonable number of attempts as mentioned in Subsection B of this section have been undertaken to conform a new motor vehicle to the applicable express warranties if:

(1) the same uncorrected nonconformity has been subject to repair four or more times by the manufacturer or its agents or authorized dealers within the express warranty term or during the period of one year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, but the nonconformity continues to exist; or

(2) the vehicle is in the possession of the manufacturer, its agent or authorized dealer for repair a cumulative total of thirty or more business days during such term or during such period whichever is the earlier date, exclusive of down time for routine maintenance as prescribed by the manufacturer. The term of an express warranty, such one-year period and such thirty-day period shall be extended by any period of time during which repair services are not available to the consumer because of war, invasion, strike, fire, flood or other natural disaster. In no event shall the presumption herein provided apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer and an opportunity to cure the defect alleged. The manufacturer shall provide written notice and instruction to the consumer, either in the warranty or a separate notice, of the obligation to file this written notification before invoking the remedies available pursuant to the Motor Vehicle Quality Assurance Act.

History: Laws 1985, ch. 220, § 3.

Defective Products

Ford Explorer Lawsuit Alleges Vehicles Suffer Exhaust Leak Problem

THIS ALERT AFFECTS:

Anyone who purchased or leased a 2010 – 2015 Ford Explorer.

Why Was This Alert Posted?

Attorneys working with ClassAction.org want to hear from people who owned or leased these vehicles following reports that some models may suffer from an issue with their exhaust systems.

What Are Signs of a Possible Exhaust Problem?

Consumers have reported that their vehicles smelled like "burnt hair," "rotten eggs," "gas," or "sulfur."

I've Had This Problem. What Can I Do?

Fill out the form on this page and one of the attorneys investigating potential class action lawsuits against Ford may reach out to you directly. He or she can explain how you may be able to join in on the litigation.

How Much Does This Cost?

It costs nothing to contact us or to talk to a lawyer – and you're never obligated to take legal action if you don't want to.

Breaking News – July 5, 2016

The NHTSA has announced that it will be looking into the 2011-2015 Ford Explorer models after identifying more than 150 complaints about the exhaust problem, including concerns about the potential exposure to carbon monoxide. You can read more from Reuters here (<http://n.reuters.com/article/ford-motor-impairment-id/NI11191009>) or click down for more on the problem and why lawyers are taking action against the automaker. (<http://www.classaction.org>)

A number of class action lawsuits have been filed alleging that a defect in certain Ford Explorer models allows dangerous gases – including “lethal quantities” of carbon monoxide – to enter and build up inside the vehicles’ passenger cabins. The suits say that, as a result, the cars are “unsafe to drive.”

What’s Causing the Alleged Defect?

The lawsuit claims that certain Ford Explorers suffer from a design defect that allows dangerous exhaust gases, which may contain carcinogens including benzene, to enter the vehicles.

According to the suit, this typically occurs when the vehicles’ climate control systems and/or air conditioners are turned on and all of the windows are closed. These conditions – the closed windows restricting ventilation and the climate control allegedly allowing exhaust gases to enter the vehicles – may prompt a strong smell of fumes. Drivers have reported that their vehicles smelled like “burned hair,” “rotten eggs,” “gas,” or “sulfur.” This problem has been reported by multiple Ford Explorer owners (http://www.carcomplaints.com/Ford/Explorer/2013/exhaust_system/exhaust_odor_in_cabin.shtml):

“When I accelerate fast, the exhaust enters the vehicle from the AC unit. My car was in 3 times before the prescribed Technical Service Bulletin (12-12-4) was performed, which by the way does not fix the issue. **Cant [sic] even imagine hooking up our boat to this vehicle as it will probably kill us with Carbon Monoxide poisoning.** My 10 year old son has had bronchitis 4 times since we have had this vehicle.. hmmm possibly related!!”

“The car cannot exceed 3000-3500 RPM. If you exceed it, a **strong exhaust stinking smell comes through the A/C-ventilation system.** It seems like the exhaust fumes go directly to the A/C system. We went to the distributor to present the complaint and the response was vage [sic]. They acknowledge that there were several Explorers-2013 with the same problem, and there is no idea of how to solve it.”

“Rotten Egg Smell is exhaust that flows into the Air Conditioning ducts and poisons you inside the car. **Ford dealer says they know about problem.** My child was injured by fumes. Very dangerous.”

Carbon monoxide is a colorless, odorless and tasteless gas that is toxic to humans. Exhaust fumes may also contain acetaldehyde, acrolein, benzene, 1,3-butadiene, and formaldehyde, all of which can be harmful and should, in properly designed vehicles, be vented *outside* the passenger cabin and into the atmosphere. According to Environmental and Human Health [.org](https://www.ehponline.org/reports/exhaust/summary.shtml) (<https://www.ehponline.org/reports/exhaust/summary.shtml>), **vehicle fumes have been linked to asthma, chronic obstructive pulmonary disease, cardiovascular disease and cancer.**

How Can a Class Action Help?

In a successful case, Ford could be ordered to:

- Repair or replace the affected vehicles
- Reimburse customers for the cost of their vehicles
- Issue a recall of the vehicles
- Provide notice to consumers with the affected models
- Provide compensation to drivers for repairs that were already performed
- Provide compensation to drivers for the loss of their vehicles' value

What Is Ford Accused Of?

Ford faces, but denies, allegations that it:

- Knew or should have known that the vehicles were dangerous and defective
- Fails to acknowledge the problem and refuses to fix it despite numerous complaints from consumers
- Misled consumers about the nature and severity of the problem and/or failed to inform customers who purchased or leased the Ford Explorers that they are unsafe for operation

I've Noticed This Problem – What Can I Do?

If you own a 2010-2015 Ford Explorer and suspect you have been exposed to **dangerous exhaust gases**, **get in touch with us** (<http://www.classaction.org/free-case-evaluation>) and **share your story**. One of the attorneys investigating lawsuits against Ford may then call or e-mail you to ask you a few questions. He or she can also explain how you may be able to join in on the pending litigation. It doesn't cost anything to contact us or to speak to the attorneys we work with.

Before commenting, please review our [comment policy](#) ([comment-policy](#)).

**ABQ LAW CLINIC
MORRIS LAW FIRM, P.A.**

(505) 842-1362

KERRY MORRIS, LAWYER
901 Lomas Boulevard, N.W.
Albuquerque, New Mexico 87102

Fax (505) 242-7040

Via Regular Mail and Certified Mail No. [REDACTED]

July 29, 2016

Rich Ford
Attention: Dennis Snyder, President
8601 Lomas Blvd. NE
Albuquerque, NM 87112

RE: Customer: [REDACTED]
Vehicle: 2015 Ford Explorer, VIN 1FM5K8F89FGC [REDACTED]
R/O Number: [REDACTED]

Dear Mr. Snyder:

This office represents [REDACTED] and [REDACTED] for the above-referenced vehicle. Please address any future communications to me.

[REDACTED] purchased his Ford Explorer from you on August 20, 2016, with a one-year warranty. During that time, it has had repeated problems with exhaust fumes leaking into the cab. Your repeated attempts to fix the problem have failed. Currently the car has been with you since June 13, 2016, and you still have not been able repair it.

Pursuant to Section 57-16A-3 of the Motor Vehicle Quality Assurance Act (the "Lemon Law"):

If the manufacturer or its agent or authorized dealer, after a reasonable number of attempts, is unable to conform the new motor vehicle to any applicable express warranty by repairing or correcting any defect or condition which substantially impairs the use and market value of the motor vehicle to the consumer, the manufacturer shall replace the motor vehicle with a comparable motor vehicle *or accept return of the vehicle from the consumer and refund to the consumer the full purchase price* including all collateral charges, less a reasonable allowance for the consumer's use of the vehicle.

.....

C. It shall be presumed that a reasonable number of attempts as mentioned in Subsection B of this section have been undertaken to conform a new motor vehicle to the applicable express warranties if:

.....

(2) the vehicle is in the possession of the manufacturer, its agent or authorized dealer for repair a cumulative total of thirty or more business days during such term or during such period whichever is the earlier date, exclusive of down time for routine maintenance as prescribed by the manufacturer.

**ABQ LAW CLINIC
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Addressee
August 5, 2016
Page 2

(Emphasis added). A copy of the relevant statute is attached.

The Explorer has been in your shop well in excess of thirty (30) business days. Mr. [REDACTED] therefore directs you to cease your repair attempts, which have proven futile. He has further researched this type of vehicle and determined that the exhaust leak is not a unique problem with this particular car, but common to the model. A copy of that information is attached. He therefore does not want to replace the Explorer, but chooses to cancel his purchase and demand refund of the price.

If this cancelling the sale and refunding the purchase price is beyond Rich Ford's authority, please forward this demand to the appropriate authorities with Ford Motor and let me know their contact information.

I look forward to hearing from you, or from the appropriate department at Ford.

Sincerely,

**ABQ LAW CLINIC
Morris Law Firm, P.A.**

/s/ Deborah Moore

By Deborah Moore, Esq.

Enclosure: N.M.S.A. § 57-16A-3
Internet report on Ford Explorer exhaust leak

Cc: [REDACTED]

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

RE: Process Served in New Mexico

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: [REDACTED] Ptlfs. vs. Richardson Ford Sales, Inc., et al., Dfts. // To:
Ford Motor Company

DOCUMENT(S) SERVED: Letter, Complaint, Attachment(s), Summons, Request(s), Interrogatories and Second
Request(s), Verification(s), Certificate(s) of Service

COURT/AGENCY: BERNALILLO COUNTY SECOND JUDICIAL DISTRICT COURT, NM
Case [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Pertaining to a 2015 Ford Explorer VIN
#1FMSK8F89FG [REDACTED]

ON WHOM PROCESS WAS SERVED: The Corporation Process Company, Hobbs, NM

DATE AND HOUR OF SERVICE: By Certified Mail on 03/03/2017 postmarked on 02/28/2017

JURISDICTION SERVED : New Mexico

APPEARANCE OR ANSWER DUE: Within 30 days from the date of service

ATTORNEY(S) / SENDER(S): Barry Green
Attorney at Law
200 West DeVargas Street
Suite 7
Santa Fe, NM 87501-2672
505-989-1834

ACTION ITEMS: CT has retained the current log, Retain Date: 03/03/2017, Expected Purge Date
03/08/2017
Image SOP
Email Notification, Chris Dzbanski cdzbansk@ford.com
Email Notification, Mary Ann MacKinnon mmackin1@ford.com

SIGNED: The Corporation Process Company
ADDRESS: 505 Union Ave SE Ste 120
Olympia, WA 98501-1474
TELEPHONE: 360-357-6794