

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS OR VOIDS.

VEHICLE IDENTIFICATION NO.	YEAR	MAKE	BODY STYLE	CLASS	ODOMETER	BRAND
1FM5K8F82EG	14	FORD	TK	M	10 A	
EXCEPT.	GR. VEH. WT.	GR. CUMB. WT.	FEE (TAGS)		INSPECTION DATE	DATE ISSUED
N/A	+3700	00N/A	\$76.50		N/A	01/25/14

OWNER'S SOUNDEx / DRIVER'S LICENSE NO.

CO-OWNER'S SOUNDEx / DRIVER'S LICENSE NO.

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

ODOMETER CODES

- A. Actual Mileage
- B. Exceeds Mechanical Limits
- C. Not Actual Mileage

ELLICOTT CITY MD

CAL LEV

CONTROL NO.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT AN APPLICATION FOR CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE, AND THE APPLICANT NAMED ON THE FACE HEREOF HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE.

THE ADMINISTRATION WILL NOT BE RESPONSIBLE FOR FALSE OR FRAUDULENT ODOMETER STATEMENTS MADE IN THE ASSIGNMENT OF THE CERTIFICATE OF TITLE OR FOR ERRORS MADE IN RECORDING BY THE ADMINISTRATION.

NAME(S) AND ADDRESS OF SECURED PARTIES IN RECORDED ORDER

TD AUTO FINANCE LLC
PO BOX 997551
SACRAMENTO CA 95899

LIEN RELEASE

MVA USE ONLY

OFFICIALLY ISSUED ON THE DATE SET FORTH ABOVE

John Hew
ADMINISTRATOR OF MOTOR VEHICLES

CONTROL NO.
(This is not a Title No.)

Case to with Ford

CERTIFICATE OF TITLE
RES, ALTERATIONS OR VOIDS.

[Redacted]

Ford
1-800-398-3673

CLASS ODOMETER BRAND TITLE NUMBER
10 A
INSPECTION DATE
N/A **01/25/14**
D-OWNER'S SOUNDEX / DRIVER'S LICENSE NO.

[Redacted]

ODOMETER CODES
A. Actual Mileage
B. Exceeds Mechanical Limits
C. Not Actual Mileage

CAL LEV

CONTROL NO.
[Redacted]

I, THE UNDERSIGNED, HEREBY CERTIFY THAT AN APPLICATION FOR CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON, PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE, AND THE APPLICANT NAMED ON THE FACE HEREOF HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE.

THE ADMINISTRATION WILL NOT BE RESPONSIBLE FOR FALSE OR FRAUDULENT ODOMETER STATEMENTS MADE IN THE ASSIGNMENT OF THE CERTIFICATE OF TITLE OR FOR ERRORS MADE IN RECORDING BY THE ADMINISTRATION.

NAME(S) AND ADDRESS OF SECURED PARTY IS IN RECORDED ORDER.

**TD AUTO FINANCE LL.
PO BOX 997551
SACRAMENTO CA 95879**

LIEN RELEASE

MVA USE ONLY
OFFICIALLY ISSUED ON THE DATE SET FORTH ABOVE

[Signature]
ADMINISTRATOR OF MOTOR VEHICLES

CONTROL NO.
[Redacted]

THIS TITLE CONTAINS AN EAGLE WATERMARK WHICH IS VISIBLE WHEN HELD TO LIGHT

D 18

CUSTOMER #:

CENTURY FORD MT. AIRY

302 Century Dr., P.O. Box 200 Mount Airy, MD 21771 (301) 829-2800 (301) 831-5252 (410) 549-3113 Fax: (301) 829-0877 email: service@CenturyMtAiry.com

INVOICE

PAGE 1

SERVICE ADVISOR: 6144 PAUL BRINKLEY

BELLEVILLE CITY, MD

HOME

BUS:

CC

UG WHITE F 14	FORD EXPLORER	1FM5K8F82E	30468/30468
DEL. DATE	PRGD. DATE	WARR. EXP.	PROMISED
25JAN14	DD16DEC13	18:00	26NOV16
R.O. OPENED	READY	OPTIONS:	
10:07	04NOV16	09:41	10NOV16
ENG:998	3.5L V6 TIVCT ENGINE		
TRN:44C	6-SPEED AUTO TRANSMISSION		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
EXHAUST SMELL COMING THROUGH VENTS							
CAUSE: PERFORMED REPAIR PER TSB							
140130B TSB 14-0130B REPAIR PER TSB							
2998 KYLE, RICHARD LIC#: 2998							
WAR94							
2	BB5Z*61280B62*B	GRILLE ASY - VENT AIR OUTER					(N/C)
1	FB5Z*7829164*AA	MOULDING					(N/C)
1	FB5Z*7829165*AA	MOULDING					(N/C)
2	4M8Z*5428CB62*A	VALVE ASY - AUTO DRAIN					(N/C)
1	TA*2*B	ADHESIVE					(N/C)

FC: E41 07
 PART#: BB5Z*61280B62*B
 COUNT:
 CLAIM TYPE:
 AUTH CODE:
 2998

12000 PERFORMED TSB 14-0130 REPROGRAMMED HVAC, INSTALLED DRAIN VALVES, REPLACED SIDE AIR EXTRACTORS. APPLIED SEAL SEALER AND UNDERCOATING TO ALL SEAMS AS SPECIFIED IN TSB.

B PERFORM MULTI-POINT INSPECTION
 99P PERFORM MULTI-POINT INSPECTION
 2998 KYLE, RICHARD LIC#: 2998

CP	0.00	0.00
----	------	------

C CALL #410-627-9300
 MESS MESSAGE LINE
 9999 LABOR, HOUSE LIC#: 9999

CP	0.00	0.00
----	------	------

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

Customer labor charges are based on flat rate hours. We use standard time which is an average repair time. Actual time for a repair may be more or less than the standard average time. When no standard time exists, we use actual time.

LIMITED EXPRESS WARRANTY
 Parts found to be defective in factory-supplied material or workmanship will be repaired, replaced, or exchanged at Dealer's discretion for a period of twelve months or 12,000 miles, whichever occurs first. Warranty does not include wear items. Dealer's workmanship is warranted for ninety days or 4,000 miles, whichever occurs first. Vehicle must be returned to Dealer for repairs under this warranty. All labor performed and parts replaced were necessary to perform repairs unless by request of customer. Vehicles may be tested or test-driven when needed. All parts are new unless otherwise specified. Remanufactured parts are indicated by an "X" or "RM" in the part number.

Manufacturer Special Policy Adjustment Programs
 Federal law requires manufacturers to furnish the National Highway Traffic Safety Administration (N.H.T.S.A.) with bulletins describing any defects in their vehicles. You may obtain copies of these bulletins from either the manufacturer or N.H.T.S.A. In addition, certain consumer publications or organizations publish this information, which may be available for a fee or for free.

CUSTOMER SIGNATURE
 X

From: Andrea Solomon <asolomon@lemonlaw.com>
Sent: Tuesday, November 28, 2017 3:48 PM
To: Beth Muma
Cc: Jacqueline C. Herritt
Subject: R [REDACTED] v. Ford

Hi Beth-

Mr. [REDACTED] says the fumes are coming into the cabin again. His wife was feeling sick because of this and had to go to the doctor's.

Thank you,

Andrea Solomon

Legal Assistant

tel: (215) 540-8888 x132

fax: (215) 540-8817

From: Andrea Solomon
Sent: Tuesday, November 28, 2017 3:36 PM
To: 'Beth Muma'
Cc: Jacqueline C. Herritt
Subject: [REDACTED] v. Ford
Importance: High

Hello-

Can you please provide us with an update? We had submitted this case back on 6/26 and I sent you the 4 month invoice last week on 11/21. When do you think we may hear from you?

Thank you!

Andrea Solomon

Legal Assistant

tel: (215) 540-8888 x132

fax: (215) 540-8817

**30 East Butler Pike
Ambler, PA 19002**

www.lemonlaw.com

1-800-LEMON-LAW (automobile claims, toll free)

1-800-NOT-FAIR (consumer credit, debt and employment, toll free)

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Thank you.

LemonLaw.com, UnfairlyFired.com and CreditLaw.com are services of Kimmel & Silverman, P.C.

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CUSTOMER #: [REDACTED]

CENTURY FORD MT. AIRY

302 Century Dr., P.O. Box 200
Mount Airy, MD 21771
(301) 829-2800 · (301) 831-5252 · (410) 549-3113
Fax: (301) 829-0877
email: service@CenturyMtAiry.com

INVOICE

PAGE 1

SELBYVILLE, DE [REDACTED]
HOME: [REDACTED]
BUS: [REDACTED]

SERVICE ADVISOR: 6959 CHRIS MULLEN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
UG WHITE	14	FORD EXPLORER	1FM5K8F82E[REDACTED]		37082/37534	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
25JAN14	DE16DEC13		18:00	07JUN17	116.00	CASH	06OCT17
R.O. OPENED	READY	OPTIONS:	[REDACTED]				
09:23	07JUN17	13:10	06OCT17	ENG:	[REDACTED] ENGINE		
TRN:	[REDACTED]						

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

A OWNER STATES EXHAUST TYPE ODOR IN VEHICLE INTERMITTENTLY, MOSTLY WHEN SLOWING/STOPPING AFTER HIGHWAY DRIVING, SEE HISTORY

CAUSE: MT MT

4060 THEWS, BRADY LIC#: 4060
WAR94

1 HB5Z*78442K03*A SEALING KIT

(N/C)
(N/C)

RC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
4060

SUBL HIGHS FUEL

IS

(N/C)

37082 USED HVAC SYSTEM TO PRESSURIZE VEHICLE CABIN, FOUND VARIOUS AIR LEAKS AROUND REAR OF VEHICLE, SEALED WITH SEAM SEALER, R&R REAR BUMPER COVER, BOTH TAIL LIGHTS, AND BOTH REAR WHEELS FOR ACCESS. FURTHER DIAGNOSE WITH NEGATIVE CABIN PRESSURE (SHOP VAC THROUGH WINDOW) AND EVAP SMOKE MACHINE, R&R LIFTGATE TRIM RESEAL HANDLE AND SPOILER. ROAD TESTED WITH CO METER FOUND ACCEPTABLE LEVELS.

EST: 0.00 07JUN17 09:23 SA: 6959

NEW SERVICE PART WARRANTY EFFECTIVE 10/1/13:
24 MONTHS, UNLIMITED MILEAGE FOR MOST PARTS
SEE SERVICE ADVISOR FOR DETAILS

Maryland House Bill 1057 states that while the customer's motor vehicle is on the premises of the automotive repair facility, the automotive repair facility may not be responsible for damage to the customer's motor vehicle under certain circumstances, and that the customer should ask a representative of the automotive repair facility about the extent of its responsibility, including the extent of the insurance coverage of the automotive repair facility.

Manufacturer Special Policy Adjustment Programs

Federal law requires manufacturers to furnish the National Highway Traffic Safety Administration (N.H.T.S.A.) with bulletins describing any defects in their vehicles. You may obtain copies of these bulletins from either the manufacturer or N.H.T.S.A. In addition, certain consumer publications or organizations publish this information, which may be available for a fee or for free.

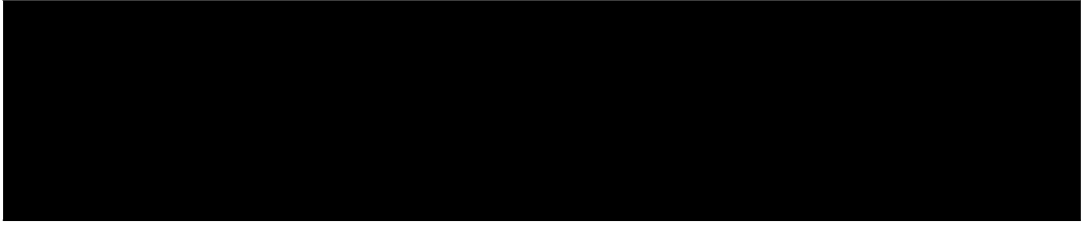
Customer labor charges are based on flat rate hours. We use standard time which is an average repair time. Actual time for a repair may be more or less than the standard average time. Where no standard time exists, we use actual time.

LIMITED EXPRESS WARRANTY

Parts found to be defective in factory-supplied material or workmanship will be repaired, replaced, or exchanged at Dealer's discretion for a period of twelve months or 12,000 miles, whichever occurs first. Warranty does not include wear items. Dealers workmanship is warranted for ninety days or 4,000 miles, whichever occurs first. Vehicle must be returned to Dealer for repairs under this warranty. All labor performed and parts replaced were necessary to perform repairs unless by request of customer. Vehicles may be tested or test-driven when needed. All parts are new unless otherwise specified. Remanufactured parts are indicated by an "X" or "RM" in the part number.

CUSTOMER SIGNATURE
X

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00



MD

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

Member, PA Bar
Member, NJ Bar
Member, DE Bar
Member, NY Bar
Member, MA Bar
Member, MD Bar
Member, OH Bar
Member, NH Bar
Member, CT Bar
Member, TN Bar
Member, WV Bar
Member, TX Bar
Member, CA Bar
Member, UT Bar


KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemonlaw.com

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Ambler, PA 19002
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RICHARD J. ALJANUSZ

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344
DELAWARE OFFICE, 511 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danvers, CT 06239, P (860) 866-4380, F (860) 263-0919
NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2513
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

June 26, 2017

Ms Kristen Zendler
Ford Consumer Affairs
Fax- (313) 845-5668

OGC Lit
Consumer Claims

Re: [Redacted]
2015 Ford Explorer
VIN: 1FMSK8D8XFC [Redacted]

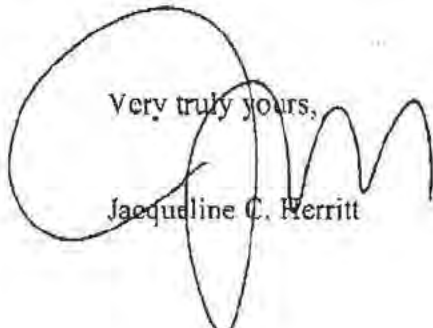
JUN 28 2017

Dear Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2015 Ford Explorer. I am enclosing the contract, registration, and repair slips. As you can see, my client has returned to the dealership for problems with the vehicle.

Please let me know if Ford Motor Company is interested in attempting an early resolution in this matter. I will refrain from filing suit in this matter for 30 days while you evaluate my client's claim. If I do not hear from you within the next 30 days, suit will be prepared and filed.

I look forward to hearing from you.

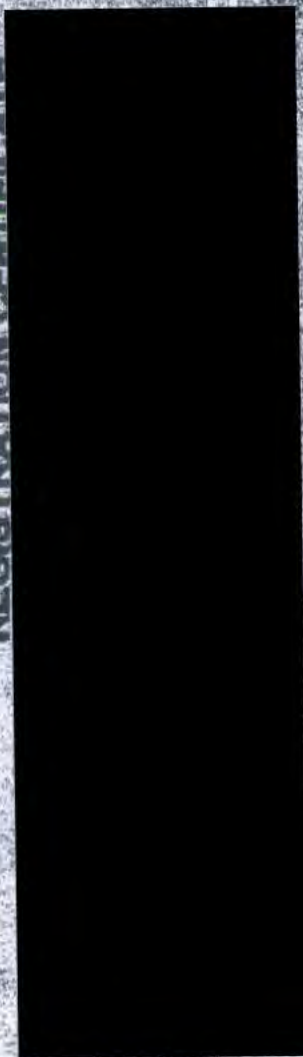
Very truly yours,

Jacqueline C. Herritt

JCH/as
Attachments



6601 Ritchie Highway, N. E.
Glen Burnie, Maryland 21062

REGISTRATION CERTIFICATE



TAG NUMBER

UNIT #

STICKER NUMBER
2017-0799954

TITLE NUMBER

MAKE AND BODY STYLE OF VEHICLE



FORD F150

YEAR

CLASS

EXCEPT

VEHICLE IDENTIFICATION NUMBER

2015

MBY

N/A

1FM5K8D8XFC

GR. VEHL WT.

GR. COMB. WT.

FEB

EXPIRATION DATE

43700

001N/A

207 00

08/31/2017

OWNER'S LICENSE BOUNDARY NO.

CO-OWNER'S LICENSE BOUNDARY NO.



NAME(S) AND ADDRESS OF REGISTERED OWNER(S)



WHITE PLAINS MD

PENNSYLVANIA VEHICLE RETAIL INSURANCE CONTRACT

DATE: 8/27/2017



Buyer's Name: _____
 Buyer's Address: _____
 Buyer's City: _____
 Buyer's State: _____
 Buyer's Zip: _____
 Buyer's Phone: _____
 Dealer's Name: _____
 Dealer's Address: _____
 Dealer's City: _____
 Dealer's State: _____
 Dealer's Zip: _____
 Dealer's Phone: _____

Vehicle Description: _____
 Year: _____
 Make: _____
 Model: _____
 Vehicle Identification Number (VIN): _____
 License Plate Number: _____
 Type of Vehicle: Agricultural Commercial

Buyer agrees to pay for the vehicle in the following manner:
 Down Payment: _____
 Monthly Payment: _____
 Total Amount: _____
 Finance Charge: _____
 Total Cost of Vehicle: _____
 Amount of Cash Paid: _____
 Amount of Loan: _____

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

Credit Disability Insurance: _____
 Credit Life Insurance: _____
 Total Premium: _____
 Total Cost: _____

Signature: _____
 Title: _____
 Signature: _____
 Title: _____
 Signature: _____
 Title: _____

SALES TAX PERCENTAGE: _____
 REGISTRATION FEE: _____
 TITLE FEE: _____
 TOTAL TAXES AND FEES: _____

Signature: _____
 Title: _____
 Signature: _____
 Title: _____

WASHINGTON FORD



Washington County's Award-Winning Ford Dealership

507 WASHINGTON ROAD (OFF I-9) - WASHINGTON, PA 15301
PHONE: 724-223-5100 • FAX: 724-223-1413



WashingtonFord.com

CLAIMS REVIEWED	REFUNDATION TO THE BUYER	DATE PAID OUT

DISCLAIMER OF SERVICES: THE BUYER HEREBY RELEASES THE SELLER FROM LIABILITY FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY OR PERSONS, INCLUDING BUT NOT LIMITED TO THE BUYER'S PROPERTY OR PERSONS, ARISING OUT OF THE BUYER'S USE OF THE SERVICE PROVIDED BY THE SELLER. THE BUYER'S USE OF THE SERVICE IS LIMITED TO THE BUYER'S USE OF THE SERVICE PROVIDED BY THE SELLER. THE BUYER'S USE OF THE SERVICE IS LIMITED TO THE BUYER'S USE OF THE SERVICE PROVIDED BY THE SELLER.

SALE PRICE	TAX	REGISTRATION	SALES TAX	SALES TAX	SALES TAX



DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
...
LAB RECEIPT			551.72
...			45.48
...			150.00
...			788.18

DISCLAIMER OF WARRANTIES
 The warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of fitness for a particular purpose, and the seller neither makes any other search to assume for it any liability or other products. Any limitation contained herein does not apply where prohibited by law.

ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED

01/20/2017

CUSTOMER

Adv: 036 JACKIE GARRERS	Tag	License M	1EM K8D8X PG	Page 1	Invoice	
Invoice To			Dealer/Client Information			
8525 CARDINAL LN WHITE PLAINS, MD			8525 CARDINAL LN WHITE PLAINS, MD			
Email:			Email:			
Cell:			Cell:			
For Office Use			Vehicle Information			
Odometer In: 10102	Odometer Out: 10102	WAR E W	Prelim	15 FORD EXPLORER XLT 4WD 4DR SUV WHITE		
Begin: 05/08/17	Done: 06/12/17	Invoice: 06/15/17 11:24 KR	Inservice: 07/22/15	Production: 04/29/15		
Customer Concern						
Concern 24	PERFORM QUALITY CARE INSPECTION			Operation	Tech Units	Amount
Correction	PERFORM QUALITY CARE INSPECTION			99P	903 0.0	0.00
Tech Notes	NOT PERFORMED AT THIS VISIT, SEE PREVIOUS RO.					
Comment	PERFORM QUALITY CARE INSPECTION					
	Line Auth: GARRERA 06/12/17 13:24					
Type: W	Line Flags: NOS			Subtotal		
				FORD WARRANTY		0.00
Concern 51	CGR STATES CHECK FOR EXH SMELL IN VEHICLE - WORSE AFTER DRIVING LONG DISTANCE -- ANOTHER DEALER REPLACED EXH CUSTOMER STILL HAVING ODOR AND SEVERE HEADACHES /// CUSTOMER SLEEPY WHEN DRIVING M-TIME NO LABOR OPS TO MATCH			Operation	Tech Units	Amount
Cause	CHECK FOR CUSTOMER GETS MIGRAINE/SLEEPY AFTER DRIVING. WORSE THE LONGER YOU DRIVE, ROAD TEST 2 TIMES FOR 30/40 MIN, UNABLE TO DUPLICATE, CONTACT HOTLINE, ADVISED TO WAIT FOR OGC APPROVAL, AFTER APPROVAL RETEST FOLLOWING 16-0166 PROCEDURE, FOUND AND RESEALED LEAKS AT BODY SEAM, HATCH SEAL, DRIP RAIL			M-TIME	903 5.8	687.88
Correction	CHECK FOR CUSTOMER GETS MIGRAINE/SLEEPY AFTER DRIVING. WORSE THE LONGER YOU DRIVE, ROAD TEST 2 TIMES FOR 30/40 MIN, UNABLE TO DUPLICATE, CONTACT HOTLINE, ADVISED TO WAIT FOR OGC APPROVAL, AFTER APPROVAL RETEST FOLLOWING 16-0166 PROCEDURE, FOUND AND RESEALED LEAKS AT BODY SEAM, HATCH SEAL, BUILT UP BODY SEAM EDGE UNDER HATCH SEAL FOR PROPER FIT PER HOTLINE ASSISTANCE, WORKED WITH ESCALATED HANDLING TEAM, SEE BELOW					
Tech Notes						

Adv: 036 JACKIE GARBERS	Tag	License M	1FM0K6D8XEG	Page 1	Invoice		
Invoice To			Driver/Owner Information				
8525 CARDINAL LN WHITE PLAINS, MD			8525 CARDINAL LN WHITE PLAINS, MD				
Email:			Email:				
Cell:			Cell:				
P.O. Office/Dept			Vehicle Information				
Odometer In: 19102	Out: 19102	ESP E W	Prelim	15 FORD EXPLORER KLT 4WD 4DR SUV WHITE			
Begin: 05/09/17	Date: 06/12/17	Invoiced: 06/15/17 11:24 RR	Inservice: 07/22/15	Production: 04/29/15			
Customer: Corowen							
Concern 25	PROVIDE CUSTOMER RENTAL -PR ESP UP TO \$30.00 PER DAY			Operation	Tech Units	Amount	
Correction	RENTAL			RENTAL	903	0.0	0.00
Comment	RENTAL						
Parts	Part Number	PO#	Note	Description	Qty	Sell	
				ENTERPRISE	1	980.40	980.40
	Line Auth: 06/12/17 15:23						
	Repair Type 01 Visit 1 Code: - Prq: ESP						
Type: ESP							
Subtotal							
SUBLET REPAIRS						980.40	
ESP WARRANTY						980.40	
Summary of Charges for Invoice E19015				Payment Distribution for Invoice E19015			
SUBLET REPAIRS		980.40		TOTAL CHARGE		980.40	
TOTAL CHARGE		980.40		MPG EXT SVC		380.40	
				Policy# 0968			
Attention: The following Invoices also exist WAR - WARRANTY							
If you have any questions - please see JACKIE GARBERS CUSTOMER HAS BEEN NOTIFIED VEHICLE IS READY. ALL WORK AND ANY CHARGES HAVE BEEN CAREFULLY EXPLAINED							
DATE: _____				TIME: _____			

Adv: 036 JACKIE GARBERS		Tag	License #	1EMCR8D8X E	Page 2	Invoice
Invoiced: 06/15/17 11:24:30 KR		15 FORD EXPLORER XLT 4WD 4DR SUV WHITE				
Parts	TESTED AND FOUND LEAKS AT BOTH DRIP RAILS IN REAR, SUBLET TO BODY SHOP TO HAVE DRIP RAIL RESEALED AND REFINISHED; RETEST WITH CABIN PRESSURIZED AND SOAP AND WATER, NO LEAKS AT THIS TIME, RELEASE TO CUSTOMER					
	Part Number	QTY	Note	Description	Qty	Sell
	FMC F852 7829164 AA	1		COMPLETE AUTO BODY	1	658.00 658.00
	FMC F852 7829165 AA	1		MOULDING	1	90.10 90.10
	FMC 885E 78404A06 B	1		MOULDING	1	82.51 82.51
		1		WEATHERST	1	171.52 171.52
	Parts Count	3.00	Allowance:	143.39		
	EP- B85278404A06B					
	Line Auth: GARBERJA 06/12/17 15:23					
	Type: W					
Subtotal			PARTS 344.23			
			SUBLET REPAIRS 658.00			
			LAB-MECHANICAL 687.88			
			FORD WARRANTY 1690.11			
Summary of Charges for Invoice			Payment Distribution for Invoice			
PARTS	344.23	TOTAL CHARGE	1690.11			
SUBLET REPAIRS	658.00	FAC WARRANTY	1690.11			
LAB-MECHANICAL	687.88					
TOTAL CHARGE	1690.11					
Attention: The following Invoices also exist ESP - WARRANTY						
If you have any questions - please call JACKIE GARBERS NOW THAT WE HAVE COMPLETED "YOUR" SERVICE. WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHAT WOULD BE CONVENIENT ??						
DATE: _____		PHONE: _____				
TIME: _____						
EMAIL ADDRESS: _____						

Adv: 036 JACKIE GARRERS	Tag	License M	1FMSK8D8X	Page 3 (Last)	Invoice
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Invoiced: 06/15/17 11:24:30 KR			15 FORD EXPLORER XLT (WD 4DR SUV WHITE					
Skill 04	Tech# 903	Start Time: 05/11/17 14:13	Stop Time: 06/12/17 14:36					
Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed	Units	Type
24	903	Begin	06/12/17 13:59	End	06/12/17 14:02	:03	.1	
51	903	Begin	05/11/17 14:14	GH	05/11/17 17:35	3:21	3.4	
		AW	05/12/17 08:02	GH	05/12/17 17:08	9:06	9.1	
		AW	05/13/17 07:51	GH	05/13/17 16:42	8:51	8.9	
		AW	05/15/17 07:50	GH	05/15/17 17:14	9:24	9.4	
		AW	05/16/17 07:50	GH	05/16/17 17:27	9:37	9.6	
		AW	05/17/17 07:51	GH	05/17/17 17:07	9:16	9.3	
		AW	05/18/17 07:41	Hold	05/18/17 09:02	1:21	1.4	
		Begin	06/12/17 14:02	Hold	06/12/17 14:17	:15	.3	
		Begin	06/12/17 14:36	End	06/12/17 14:36	:00	.0	
Total						51:11	51.4	

Adv: 016 JACKIE GARBERS	Tag	License M	1FMSK8D8XE	Page 2	Invoi
Invoice to:					
Invoiced: 06/15/17 11:24:30 KR			15 FORD EXPLORER XLT 4WD 4DR SUV WHITE		
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Adv: 036 JACKIE GARSERS	Tag	License M	IFM5K8DSX1G	Page 3 (Last)	Invoice
Invoice to: [REDACTED]					
Invoiced: 06/15/17 11:24:30 PR			15 FORD EXPLORER XLT 4WD 4DR SUV WHITE		
Skill 04	Tech# 903	Start Time: 06/11/17 14:13	Stop Time: 06/12/17 14:36		
Line Tech	Action	Date/Time	Action	Date/Time	Elapsed Units Type
25 903	Begin	06/12/17 14:02	End	06/12/17 14:02	:00 .0



**Service of Process
Transmittal**

06/26/2017

CT Log Number 

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

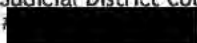
RE: Process Served in Texas

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:  etc., Pltfs. vs. Ford Motor Company, et al., Dfns.

DOCUMENT(S) SERVED: Citation, Original Petition, Attachment(s)

COURT/AGENCY: 53rd Judicial District Court Travis County, Travis, TX
Case # 

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - 2011 Ford Explorer

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

DATE AND HOUR OF SERVICE: By Certified Mail on 06/26/2017 postmarked: "Illegible"

JURISDICTION SERVED : Texas

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

ATTORNEY(S) / SENDER(S): Beverly G. Reeves
Reeves & Brightwell LLP
221 W. 6th St., Ste 1000
Austin, TX 78701
512-334-4501

ACTION ITEMS: CT has retained the current log, Retain Date: 06/26/2017, Expected Purge Date: 07/01/2017

Image SOP

Email Notification, Chris Dzbanski cdzbansk@ford.com

Email Notification, Mary Ann MacKinnon mmackin1@ford.com

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

DRLS

516 West Annie St.
Austin, Texas 78704

CERTIFIED MAIL®



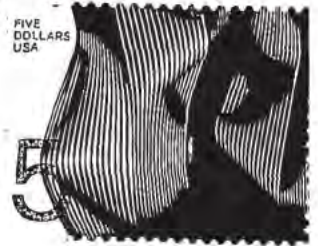
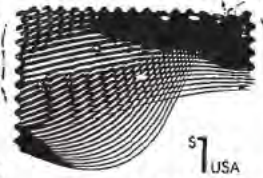
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Orig: 78739
Dest: 75201 2S
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11082681 06



Ford Motor Company
c/o Its Registered Agent
CT Corporation System
1999 Bryan Street #900
Dallas, Texas 75201

75201-428499



CITATION
THE STATE OF TEXAS
CAUSE NO. D-1-GN-17-002820

[Redacted]

, Plaintiff

vs.

FORD MOTOR COMPANY; LEIF JOHNSON FORD; AND JOHN DOE COMPANIES 1-5

, Defendant

TO: FORD MOTOR COMPANY
BY SERVING ITS REGISTERED AGENT, CT CORP SYSTEM
1999 BRYAN ST., SUITE 900
DALLAS, TEXAS 75201-3136

Defendant, in the above styled and numbered cause:

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Attached is a copy of the PLAINTIFFS' ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE of the PLAINTIFFS in the above styled and numbered cause, which was filed on JUNE 20, 2017 in the 53RD JUDICIAL DISTRICT COURT of Travis County, Austin, Texas.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, June 20, 2017.

REQUESTED BY:
BEVERLY G. REEVES
221 W. 6TH STREET, STE. 1000
AUSTIN, TX 78701
BUSINESS PHONE: (512) 334-4501 FAX: (512) 334-4492



[Handwritten Signature]

Velva L. Price
Travis County District Clerk
Travis County Courthouse
1000 Guadalupe, P.O. Box 679003 (78767)
Austin, TX 78701

PREPARED BY: CARRISA ESCALANTE

RETURN

Came to hand on the 22 day of June, 2017 at 12:38 o'clock P. M., and executed at _____ within the County of _____ on the _____ day of _____, _____, at _____ o'clock _____ M., by delivering to the within named _____, each in person, a true copy of this citation together with the PLAINTIFFS' ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE accompanying pleading, having first attached such copy of such citation to such copy of pleading and endorsed on such copy of citation the date of delivery.

Service Fee: \$ _____

Sworn to and subscribed before me this the _____ day of _____, _____.

Sheriff / Constable / Authorized Person

By USPC# [Redacted]

Printed Name of Server

Notary Public, THE STATE OF TEXAS

County, Texas

D-1-GN-17-002820

SERVICE FEE NOT PAID

P01 - 000052772

Original

Service Copy

will be determined by a jury. Plaintiffs also seek pre-judgment and post-judgment interest at the highest legal rate.

III.

PARTIES

3. [REDACTED] is a resident of Harris County, Texas, and was at all relevant times the lawfully wedded husband of [REDACTED]

4. [REDACTED] is a resident of Harris County, Texas, and was at all relevant times the lawfully wedded wife of [REDACTED]

5. Defendant Ford Motor Company ("Ford") was and is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business in Dearborn, Michigan, and was at all relevant times authorized and/or qualified to do business, and was and is doing business, in the State of Texas. Ford was the manufacturer of a certain 2015 Ford Explorer Police Interceptor Vehicle, Unit number 15C517, purchased and used by the Austin Police Department as a patrol vehicle, hereafter referred to as the "Subject Vehicle." At the time of the incident which gives rise to this action, the Subject Vehicle was owned by the City of Austin and/or the Austin Police Department, and was used as a marked police vehicle. Ford can be served through its registered agent for service of process, CT Corp System, 1999 Bryan St., Suite 900, Dallas, TX 75201-3136.

6. Defendant Leif Johnson Ford is a corporation organized and existing under the laws of the State of Texas, with its principal place of business located in Austin, Texas. Upon information and belief, Leif Johnson Ford serviced and maintained the Subject Vehicle to attempt to remedy the defects in the Subject Vehicle as alleged below, but failed to remedy such defects. Leif Johnson Ford can be served through its registered agent for service of process, Robert J. Johnson, 501 East Koenig Lane, Austin, Texas 78751.

7. Upon information and belief, defendant John Doe Company 1 was, and is a business, form unknown, with a principal place of business located in the State of Texas. Either Leif Johnson Ford or John Doe Company 1 was the original seller of the Subject Vehicle to the Austin Police Department.

8. Upon information and belief, Defendants John Doe Companies 2 through 5 were and are businesses, forms unknown, with principal places of business located in the State of Texas.

John Doe Companies 2 through 5 serviced and maintained the Subject Vehicle to attempt to remedy the defects in the Subject Vehicle as alleged below, but failed to remedy such defects.

9. The true names of defendants John Doe Companies 1 through 5 are currently unknown to Plaintiffs, who therefore sue those defendants by fictitious names. When the true names and or capacities of the defendants are ascertained, Plaintiffs will seek leave of this Court to amend their Petition accordingly.

10. Plaintiffs are informed and believe, and based thereon allege, that John Doe Companies 1 through 5 were responsible, negligently or in some other actionable manner, for the events and happenings herein referred to that proximately caused the damages to Plaintiffs as hereinafter alleged, either through said defendant's own negligence or through the conduct of its agents, servants, employees, or representatives in some other manner.

11. Plaintiffs are informed and believe and based thereupon allege that at all times mentioned herein the defendants and each of them were the agents, servants, employees, representatives and/or joint-venturers of their co-defendants and were, as such, acting within the course, scope, and authority of said agency, services, employment, representation and/or joint venture in that each and every defendant, as aforesaid when acting as principal, was negligent in the selection and hiring of each and every other defendant as an agent, servant, employee, representative, and/or joint-venturer.

12. Plaintiffs are informed and believe, and based thereupon allege, that at all times mentioned herein each of the defendants, including John Doe Defendants 1 through 5, inclusive, and each of them, were the agents, servants, employees, and representatives of each of the remaining defendants and were at all times material hereto acting within the authorized course and scope of said agency, service, employment and/or representation, and/or that all of said acts, conduct and omissions were subsequently ratified by their respective principals and the benefits thereof accepted by such principals.

13. At all relevant times, Ford, Leif Johnson Ford, and John Doe Companies 1 through 5 were and are engaged in the business of manufacturing, fabricating, designing, assembling, distributing, selling, inspecting, servicing, repairing, marketing, warranting, modifying, aftermarket equipping and modifying, leasing, renting, retailing, wholesaling, and advertising the Subject Vehicle, and each and every component part thereof, which defendants knew, or in the exercise of reasonable care should have known, would be used without inspection for defects in

its parts, mechanisms or design, for use in the State of Texas and elsewhere. At the time of the incident which gives rise to this action, the Subject Vehicle was owned by the City of Austin and was used as a marked police vehicle.

IV.

JURISDICTION AND VENUE

14. Jurisdiction is proper in this Court pursuant to Tex. Gov't Code §§ 24.007 and 24.008. The amount in controversy in this dispute is within the jurisdictional limits of the Court. Tex. Gov't Code § 24.007.

15. Venue is appropriate in Travis County pursuant to Tex. Civ. Prac. & Rem. Code § 15.002(a)(1) and (3) because a substantial part of the acts or omissions giving rise to this lawsuit took place in Travis County, Texas, and at least one Defendant, Leif Johnson Ford, maintains its principal place of business in Travis County, Texas.

V.

FACTS OF THE SUBJECT INCIDENT

16. On or about March 18, 2017, at approximately 1:30 a.m., [REDACTED] was working as an on-duty police sergeant for the Austin Police Department. While operating the Subject Vehicle, Officer LaHood became nauseous, light-headed, and began experiencing cognitive difficulties, headaches, and blurred vision. After losing consciousness and nearly colliding with an oncoming bus in traffic lanes, he pulled the Subject Vehicle into a parking lot and called for assistance. Austin Police Officers and emergency medical personnel who came to the scene and entered the Subject Vehicle noted a strong smell of exhaust. Officer [REDACTED] was transported by ambulance to a nearby hospital where he was diagnosed with Carbon Monoxide poisoning. This sequence of events is hereafter referred to as the "Subject Incident."

VI.

FIRST CAUSE OF ACTION – STRICT LIABILITY

(Against Ford and either Leif Johnson Ford or John Doe Company 1)

17. Plaintiffs incorporate Paragraphs 1 to 16 of this Petition as if fully set forth herein.

18. Defendants Ford and either Leif Johnson Ford or John Doe Company 1 manufactured, assembled, marketed and sold a product (the Subject Vehicle) which was unreasonably and dangerously defective in its design. The Subject Vehicle was manufactured by Ford, and was originally sold by John Doe Company 1. Such defects were proximate and

producing causes of the injuries to [REDACTED] and all damages suffered by Plaintiffs as set forth herein.

19. The defects in the Subject Vehicle (hereafter the "Subject Defects") included, but were not limited to, the following:

a. *Designing, manufacturing, and assembling the Subject Vehicle in such a way that exhaust and other gasses, including poisonous carbon monoxide, are allowed to enter the passenger compartment of the vehicle.*

b. *Designing, manufacturing, and assembling the bumpers and/or tailpipes of the Subject Vehicle such that exhaust and other gasses, including poisonous carbon monoxide, may accumulate behind the bumper and within the interior and exterior panels, allowing those gasses to permeate the passenger compartment of the vehicle.*

c. *Designing, manufacturing and assembling the Subject Vehicle using defective rear air extractors which permit exhaust and other gasses, including poisonous carbon monoxide, to enter the passenger compartment of the vehicle.*

d. *Designing, manufacturing and assembling the lift-gate in the rear of the Subject Vehicle using defective drain valves, which permit exhaust and other gasses, including poisonous carbon monoxide, to enter the passenger compartment of the vehicle.*

e. *Designing, manufacturing and assembling the Subject Vehicle with sheet metal panels and overlaps which permit exhaust and other gasses, including poisonous carbon monoxide, to enter the passenger compartment of the vehicle.*

f. *Designing, manufacturing and assembling the Subject Vehicle with joints and seams which permit exhaust and other gasses, including poisonous carbon monoxide, to enter the passenger compartment of the vehicle.*

g. *Designing, manufacturing, and assembling the Subject Vehicle with rear auxiliary air conditioning system parts which are defectively designed and/or located too close in proximity to the driver side rear air extractor, such that exhaust and other gasses, including poisonous carbon monoxide, may enter the auxiliary air conditioning system and the passenger compartment of the vehicle.*

h. *Failing to warn regarding the Subject Defects.*

20. There were safer alternative designs that would have prevented these defects. The safer alternative designs would have prevented or significantly reduced the risk of injury without

substantially impairing the Subject Vehicle's utility. The safer alternative designs were economically and technologically feasible at the time the Subject Vehicle left the control of these defendants by the application of existing or reasonably achievable scientific knowledge.

21. Defendants, therefore, are strictly liable to Plaintiffs under applicable products liability law without regard to or proof of negligence or gross negligence, although Plaintiffs would also show that the Subject Vehicle was negligently designed, manufactured, assembled, marketed and sold in a defective condition and that such negligence and defects were producing and proximate causes of injury to [REDACTED] and damages to Plaintiffs as set forth herein.

22. John Doe Company 1 exercised substantial control over the contents of warnings or instructions that accompanied the original sale of the Subject Vehicle, and such warnings with respect to the Subject Defects were inadequate. Plaintiffs' harm resulted from the inadequacy of such warnings.

23. John Doe Company 1 actually knew of the Subject Defects at the time it sold the Subject Vehicle to the City of Austin and/or the Austin Police Department.

24. The unreasonably dangerous nature of the Subject Defects as outlined above created a high probability that when the Subject Vehicle was used as intended, vehicle exhaust including poisonous carbon monoxide would come into the passenger compartment and incapacitate the occupants of the vehicle.

25. As a direct and legal result of the Subject Defects, Plaintiff [REDACTED] suffered carbon monoxide poisoning, which in turn proximately caused him to suffer severe neurological injuries which have required him to receive medical care which is ongoing. [REDACTED] seeks recovery for his past and future medical expenses, past lost income and future lost earning capacity, and past and future damages for his physical pain and mental anguish [REDACTED] as the spouse of [REDACTED] seeks damages for the loss of her husband's past and future household services, past and future consortium including the loss of his affection, solace, comfort, companionship, society, assistance, sexual relations, emotional support, love, and felicity necessary to a successful marriage.

VII.

ALLEGATIONS REGARDING EXEMPLARY DAMAGES

(Against Ford Only)

26. Plaintiffs incorporate Paragraphs 1 to 25 of this Petition as if fully set forth herein.

27. Plaintiffs are further informed and believe and thereon allege that Ford intentionally engaged in conduct which, with respect to the Subject Defects that Plaintiffs allege herein were a proximate and producing cause of their losses, damages, injuries and harm, exposed Plaintiffs and other users of the Subject Vehicle to serious potential danger known to Ford in order to advance Ford's pecuniary interests and thus acted with gross negligence with respect to the safety of the plaintiffs and other users of the Subject Vehicle, warranting an award of exemplary damages against Ford. The facts supporting Ford's intentional conduct and gross negligence are on information and belief, as follows.

28. The Subject Vehicle is a modified Ford Explorer, and was introduced with the 2011 model year.

29. The Subject Vehicle is part of the 5th generation Ford Explorer platform, which ran from the 2011 model year to the 2015 model year. Upon information and belief, Ford sold almost 900,000 Ford Explorers from 2011 through 2015, and over 65,000 Police Interceptor Utility vehicles from 2012 through 2015.

30. After the introduction of the 2011 Ford Explorer, Ford began receiving numerous customer complaints of exhaust odor in the passenger compartments of Ford Explorer vehicles.

31. In or about December 2012, Ford issued a Technical Service Bulletin (TSB 12-12-4) titled "Explorer Exhaust Odor in Vehicle" which acknowledged 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." After issuing TSB 12-12-14, Ford later issued TSB 14-0130 which again acknowledged an exhaust odor in Ford Explorer vehicles, and added the 2014 and 2015 model year Explorer vehicles to the list of affected vehicles. Ford's TSB 12-12-4 and TSB 14-0130 were issued to authorized Ford dealers only, and did not notify non-Ford automotive facilities or the general public of the exhaust problem, and did not mention the fact that poisonous carbon monoxide gas could enter the passenger compartment and affect and injure the vehicle occupants.

32. Ford failed to notify the general public of the exhaust and carbon monoxide defect despite Ford's actual knowledge that the defect caused potentially life-threatening consequences to occupants of the vehicles. Ford failed to recall Ford Explorer vehicles, including Police Interceptor Utility vehicles to remedy the potential life-threatening defect.

33. The known defect was especially risky to police officers like Zachary LaHood, because police vehicles are typically left running throughout an officer's shift in order to avoid the need to re-boot the vehicle's computer equipment.

34. FORD's TSB 12-12-4 and TSB 14-0130 did not remedy the defect.

35. One of the repairs prescribed by Ford's TSB 12-12-4 was to replace the original equipment driver's side rear air extractor with a dual rate air extractor. Upon information and belief, Ford suggested the replacement of the driver's side rear air extractor, but not the passenger side rear air extractor, because the air intake from the auxiliary air conditioning system is situated dangerously close to the driver's side rear air extractor, and this placement allows exhaust to enter the passenger compartment. The replacement part, i.e. the dual rate air extractor, is formed from polypropylene and over-molded with thermoplastic elastomer, and includes "living hinges" and plastic torsional springs which are meant to function as a one-way pneumatic valve. However, Ford modified the dual rate extractors by adding a silicone-like substance to the upper most of the three "living hinges", a substance which was not, on information and belief, intended to be part of the product by its manufacturer. This silicone-like substance causes the "living hinges" to remain open, and allows exhaust fumes to enter the passenger compartment. Thus, the replacement dual rate auto extractors did not fix the problem, and still allows dangerous and deadly exhaust fumes to enter the passenger compartment.

36. A second repair prescribed by Ford's TSB 12-12-4 was to replace the valve assembly auto drains on the rear lift-gate of the vehicles. The original valve assembly auto drains were defective because they allowed exhaust fumes to enter the passenger compartment. The replacement valve assembly auto drains failed to fix the exhaust problem.

37. Ford failed to properly seal the horizontal sheet metal lap joints on both sides, and failed to properly seal the rear sheet metal overlap flange across the rear of the vehicle and the auxiliary air conditioning lines, on Ford Explorer vehicles. Ford's TSB 12-12-4 suggested spraying "generous amounts" of rubberized undercoating and seam sealer on the foregoing joints, flanges, and lines. However, the suggested repair did not fix the exhaust problem.

38. In sum, Ford knew that its Ford Explorer vehicles and Police Interceptor Utility vehicles, including the Subject Vehicle, were defective in that the design of those vehicles allowed deadly exhaust fumes, including poisonous carbon monoxide, to enter the passenger compartment. Ford failed to notify the general public of this defect, and issued a Ford Technical Safety Bulletin to authorized dealers only, and the suggested repairs failed to fix the problem.

39. Ford's design of the 5th generation Ford Explorer platform, specifically related to the defects alleged herein, is the subject of multiple pending class action lawsuits, including but not limited to [REDACTED] *v. Ford Motor Company*, Case No. [REDACTED] pending in the United States District Court, Southern District of Florida, and *Michael Cunningham, et. al. v. Ford Motor Company*, Case No. [REDACTED] pending in the United States District Court, Southern District of California. Ford was also aware of a pending personal injury lawsuit entitled [REDACTED] *et. al. v. Ford Motor Company*, Case [REDACTED] [REDACTED] pending in Orange County (California) Superior Court, in which a Newport Beach Police Officer passed out from carbon monoxide poisoning while traveling at highway speeds and crashed into a tree, suffering severe injuries. Each of those actions, which were filed prior to the Subject Incident, allege the same defects as alleged herein. Despite the pendency of those class action lawsuits, and the personal injury lawsuit, Ford still made no efforts to notify the general public of the defects in the Ford Explorer vehicles and Police Interceptor Utility vehicles, including the owner and users of the Subject Vehicle, despite actual knowledge of the defect and the potentially deadly consequences which arise when the drivers of such vehicles are exposed to poisonous carbon monoxide while driving. Such conduct by Ford was grossly negligent.

40. On January 2, 2015, over two years before the Subject Incident, Ford representative Bob Gray testified under penalty of perjury in an arbitration proceeding in Fort Lauderdale, FL entitled [REDACTED] *v. Ford Motor Company*. That arbitration concerned Mr. [REDACTED] claim that his car was leaking exhaust into the passenger compartment. Ford, through Mr. Gray, testified that:

- 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." (Transcript at 50:2-6).
- B. "There is another fine line there that, you know, this is happening across the – the Explorers over a number of years. It – it doesn't seem to be a problem with an

individual part or an individual vehicle that was misbuilt. It does seem to be a design issue.” (Transcript at 83:13-18).

C. “And then, in terms of – of repairs. As I said, we’re working on it. I wish I had a better answer for that. I don’t, and I can only apologize on behalf of Ford for that, because, you know, it’s obviously taking longer than anybody wants, especially our customers who have the vehicle. (Transcript at 51:2-8).

D. “In terms of the request for repairs, 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 feel that we’ve taken steps along the way. We have come out with 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.” (Transcript at 84:25-85:12).

41. In July 2016, the National Highway Transportation Safety Administration opened an investigation into the defects alleged herein.

42. Ford’s actions and inactions, as described above, were thus grossly negligent and undertaken with a willful and conscious disregard for the rights and safety of consumers and users of Ford Explorer vehicles and Police Interceptor Utility vehicles, including the Subject Vehicle, to advance Ford’s pecuniary interests, and such conduct was despicable because such aforesaid conduct would and could kill people. Ford failed to warn the public of the potentially deadly nature of the defect, and failed to recall the involved vehicles, including the Subject Vehicle, thereby callously and needlessly risking public safety to its own pecuniary benefit.

43. Plaintiffs further allege that Ford’s conduct was undertaken by its officers and managers who had actual, subjective awareness of the extreme degree of risk involved, considering the probability and magnitude of the potential harm, but nevertheless proceeded with conscious indifference to the rights, welfare and safety of the users of its vehicles, including the Subject Vehicle. Ford specifically authorized the conduct alleged above with full awareness of the risks, dangers, and likelihood of injury.

44. As a direct and proximate result of Ford’s conduct, an award of exemplary and punitive damages against Ford is proper and appropriate to punish Ford and to deter such conduct in the future.

VIII.

SECOND CAUSE OF ACTION – NEGLIGENT UNDERTAKING

(Against Leif Johnson Ford and John Doe Companies 2 through 5)

45. Plaintiffs incorporate paragraphs 1 through 44 above as if fully set forth herein.

46. Leif Johnson Ford and John Doe Companies 2 through 5 undertook to perform services on the Subject Vehicle with respect to the Subject Defects alleged above which they knew or should have known were necessary for Plaintiffs' protection.

47. Leif Johnson Ford and John Doe Companies 2 through 5 failed to exercise reasonable care in performing those services.

48. Leif Johnson Ford's and John Doe Companies 2 through 5's negligent performance of the services they undertook increased Plaintiffs' risk of harm.

49. Leif Johnson Ford's and John Doe Companies 2 through 5's negligence was a proximate and producing cause of Plaintiffs' injuries and damages as alleged above in paragraph 23.

IX.

REQUEST FOR DISCLOSURE

50. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiffs request that Defendants provide the information specified in Rule 194.2.

X.

JURY DEMAND

51. Plaintiffs assert their rights under the United States and Texas Constitutions and demand a jury trial.

XI.

CONDITIONS PRECEDENT

52. All conditions precedent to Plaintiffs' claims have been performed or have occurred.

XI.

PRAYER FOR RELIEF

53. For these reasons, Plaintiffs ask the Court to cause Citations to issue and to require Defendants to appear before a jury in the trial of this civil action. After a final jury trial, Plaintiffs ask the Court to sign a Judgment against Defendants, and in Plaintiffs' favor for:

- a. Actual damages as allowed by law;
- b. Exemplary damages (against Ford only) as allowed by law;
- c. Pre-judgment interest as allowed by law;
- d. Court costs;
- e. Post-judgment interest as allowed by law; and
- f. Any additional relief that the Court believes to be just and proper.

Respectfully submitted,

REEVES & BRIGHTWELL LLP

/s/ Beverly Reeves

BEVERLY G. REEVES
State Bar No. 16716500
RYAN PIERCE
State Bar No. 24035413
221 W. 6th St., Ste 1000
Austin, TX 78701
Telephone: 512.334.4501
Fax: 512.334.4492

and

BISNAR | CHASE LLP

SCOTT A. RITSEMA
CA State Bar No. 138193
Pro Hac Vice pending
1301 Dove St., Ste. 120
Newport Beach, CA 92660
Telephone: 949.752.2999
Fax: 949.752.2777

ATTORNEYS FOR PLAINTIFFS

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under Chapter 952, Occupations Code. Certificate No. 9303**

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A LA REFERENCIA DE ABOGADOS**

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866-303-8303 (llame gratis)
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\$20.00 por la primera media hora de consulta con un abogado
**(la consulta es gratis si se trata de daño personal, negligencia,
indemnización al trabajador, bancarrota o por incapacidad del Seguro Social)**

**This service is certified as a lawyer referral service as required by the State of Texas
under Chapter 952, Occupations Code. Certificate No. 9303**



**Service of Process
Transmittal**

08/16/2017

CT Log Number [REDACTED]

TO: Chris Dzbanski
Ford Motor Company
1 American Rd Whq 421-E6
Dearborn, MI 48126-2701

RE: Process Served in Louisiana

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] Pltfs. vs. Ford Motor Company, et al., Dfts.

DOCUMENT(S) SERVED: Citation, Petition

COURT/AGENCY: ST. MARTIN: 16TH JUDICIAL DISTRICT COURT, LA
Case # [REDACTED] 8

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - 2016 Ford Employer Police
Interceptor bearing, VIN: 1FM5K8AR4G [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Baton Rouge, LA

DATE AND HOUR OF SERVICE: By Process Server on 08/16/2017 at 08:50

JURISDICTION SERVED : Louisiana

APPEARANCE OR ANSWER DUE: Within 15 days after service

ATTORNEY(S) / SENDER(S): Somer G. Brown
Cox, Cox, Filo, Camel & Wilson
723 Broad Street
Lake Charles, LA 70601
337-436-6611

ACTION ITEMS: CT has retained the current log, Retain Date: 08/16/2017, Expected Purge Date:
08/21/2017

Image SOP

Email Notification, Chris Dzbanski cdzbansk@ford.com

Email Notification, Mary Ann MacKinnon mmackin1@ford.com

SIGNED: C T Corporation System
ADDRESS: 3867 Plaza Tower Dr.
Baton Rouge, LA 70816-4378
TELEPHONE: 954-473-5503

CITATION

[Redacted]

Versus

FORD MOTOR COMPANY - ET AL



Case: [Redacted]

Division: H
16th Judicial District Court
Parish of St. Martin
State of Louisiana

TO:

FORD MOTOR COMPANY
THROUGH ITS REGISTERED
AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
3867 PLAZA TOWER DRIVE
BATON ROUGE, LA 70816

of EAST BATON ROUGE Parish, Louisiana.

You are hereby summoned to comply with the demand contained in the PETITION FOR DAMAGES of which a true and correct copy (exclusive of exhibits) accompanies this citation, or make an appearance, either by filing a pleading or otherwise, in the 16th Judicial District Court in and for the Parish of St. Martin, State of Louisiana, within fifteen (15) days after the service hereof, under penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE AT ST. MARTINVILLE, LOUISIANA, on this 3RD day of AUGUST, 2017.

BECKY P. PATIN
Clerk of the 16th Judicial District Court for
St. Martin Parish, Louisiana

BY: Christie Priejean
Deputy Clerk of Court

REQUESTED BY:
SOMER G. BROWN
ATTORNEY FOR BRANDY SICKEY, ET AL

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service on the party herein named _____
Domiciliary Service on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.

Returned:
Parish of _____ this _____ day of _____, 20____

Service \$ _____

Mileage \$ _____

Total \$ _____

By: _____
Deputy Sheriff

[ORIGINAL]

[REDACTED] and her husband : 16th JUDICIAL DISTRICT COURT
VS. NO.: [REDACTED] : PARISH OF ST. MARTIN
FORD MOTOR COMPANY, BILL HOOD : STATE OF LOUISIANA
FORD LLC, and LOUISIANA AUTO
REPAIR CO., LLC

FILED: _____ : _____
DEPUTY CLERK OF COURT

PETITION FOR DAMAGES

NOW INTO COURT, comes Plaintiff, [REDACTED] and her husband, [REDACTED],
[REDACTED], through undersigned counsel, who respectfully represent that:

1.

Made defendants herein are:

FORD MOTOR COMPANY, a foreign company authorized to do and is doing business in the State of Louisiana domiciled at 1209 Orange Street, Wilmington, DE 19801, and which may be served through its registered agent for service of process, CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, LA 70816.

BILL HOOD FORD LLC, is a Louisiana limited liability company and may be served through its registered agent James R. Lauderdale, 1500 N. Morrison Blvd., Hammond, LA 70401.

LOUISIANA AUTO REPAIR CO, LLC is a Louisiana limited liability company and may be served through its registered agent Richard Wayne Pisani, Jr., 1057 Preston Guidry Rd., Breaux Bridge, LA 70517.

JURISDICTION AND VENUE

2.

This Court has jurisdiction over the persons and subject of this litigation and venue is proper pursuant to Louisiana Code of Civil Procedure articles 42(2), 73, and 74.

FACTUAL BACKGROUND

3.

Plaintiff, [REDACTED] is a police officer for the Henderson Police Department. As part of her duties with the Henderson Police Department, [REDACTED] was assigned to drive a 2016 Ford Employer Police Interceptor bearing VIN 1FM5K8AR4GG [REDACTED] (the "Subject Vehicle"). The Subject Vehicle was manufactured by Defendant FORD MOTOR COMPANY ("Ford Motor") and was purchased from Defendant BILL HOOD FORD.

4.

During her operation of the Subject Vehicle, [REDACTED] noticed a foul odor in the car on occasion [REDACTED] at the direction of her employer, took the vehicle to Defendant LOUISIANA AUTO REPAIR CO. ("La Auto Repair") on or about March 23, 2017 to have the vehicle inspected and the source of the odor identified.

5.

On or about March 23, 2017 LA AUTO REPAIR advised [REDACTED] that it was unable to identify any issue with the vehicle and suggested that some animal might have died in her engine, causing the odor.

6.

On or about April 26, 2017, Plaintiff, [REDACTED] a police officer for the Henderson Police Department was working the Interstate for Henderson Police Department. [REDACTED] finished her shift, around 12:05, and was on her way back to her office to drop off all of her paperwork. While she was driving on LA 352, she slowly started veering off of the roadway, to the right, onto the eastbound shoulder. Her vehicle traveled partially on the eastbound shoulder and then partially on the ditch embankment 108 feet until the vehicle reached a private drive, and flipped. Plaintiff does not recall anything that happened after she turned onto LA 352. She only remembers being pulled out of the Subject Vehicle. Plaintiff was taken to a local hospital via ambulance. While at the hospital plaintiff was tested for carbon monoxide, and it was found that the carbon monoxide level in her system was 8.2. In addition to the carbon

monoxide poisoning, plaintiff suffered a broken foot, a broken jaw, and bruising to her left shoulder, face, and knees.

CAUSES OF ACTION

CLAIM 1 – LOUISIANA PRODUCT LIABILITY ACT

7.

Defendant FORD MOTOR was the manufacturer of the Subject Vehicle at issue as that term is defined by Louisiana Revised Statute 9:2800.53(1).

8.

Plaintiff [REDACTED] was damaged by a reasonably anticipated use of the Subject Vehicle.

9.

The Subject Vehicle manufactured by FORD MOTOR and sold by BILL HOOD FORD was unreasonably dangerous in design, construction, and composition and the defects in the Subject Vehicle existed at the time it left the control of FORD MOTOR.

10.

To the extent any modifications were made to the vehicle after it left FORD MOTOR, those modifications were reasonably anticipated modifications necessary to outfit the vehicle for police work.

11.

Despite actual knowledge of the existence of the defect, as detailed below, FORD MOTOR provided no warning to owners or operators. The potential exposure to exhaust and carbon monoxide renders the 2016 Ford Explorer unsafe to drive. FORD MOTOR has known about this problem since 2009. FORD MOTOR allegedly made changes to the design of the 2016 Explorer as a result of a nationwide class action litigation involving the 2011-2015 Explorer models causing injury and death. The changes were ineffective at preventing deadly levels of carbon monoxide from entering the passenger's compartment of the vehicle.

12.

FORD MOTOR admitted to a design defect with respect to the 2011-2015 Ford Explorer Models and issued several technical service bulletins purporting to have addressed the issues.

13.

FORD MOTOR has not acknowledged the defect in the 2016 Explorer models despite more than one incident of this nature having occurred in identical models.

14.

FORD MOTOR has designed, manufactured, sold, and leased the 2016 model year Ford Explorer when it knew or should have known of such defects, and that defects in the prior model year were not fixed.

15.

FORD MOTOR has failed to notify owners and operators of the 2016 Ford Explorer of the defect in the 2016 model year Ford Explorers that exposed plaintiff to a life safety hazard.

16.

Plaintiff reasonably expected to have the Subject Vehicle operate in a normal and customary manner, free from exposure to potentially noxious and deadly exhaust gases entering the vehicle's cabin during normal and expected use.

17.

To date, FORD MOTOR has not acknowledged defects in the 2016 Ford Explorer operated by plaintiff when she was injured or generally that the 2016 model year Ford Explorers contain design flaws and/or defective exhaust and/or HVAC systems permitting exhaust, carbon monoxide, and other potentially dangerous gases into the passenger compartments of those vehicles.

18.

1. The defects in the Subject Vehicle (hereafter the "Subject Defects") included, but were not limited to, the following:

a. Designing, manufacturing, and assembling the Subject Vehicle in such a way that exhaust and other gasses, including poisonous carbon monoxide, are allowed to enter the passenger compartment of the vehicle.

b. Designing, manufacturing, and assembling the bumpers and/or tailpipes of the Subject Vehicle such that exhaust and other gasses, including poisonous carbon monoxide, may

accumulate behind the bumper and within the interior and exterior panels, allowing those gasses to permeate the passenger compartment of the vehicle.

c. Designing, manufacturing and assembling the Subject Vehicle using defective rear air extractors which permit exhaust and other gasses, including poisonous carbon monoxide, to enter the passenger compartment of the vehicle.

d. Designing, manufacturing and assembling the lift-gate in the rear of the Subject Vehicle using defective drain valves, which permit exhaust and other gasses, including poisonous carbon monoxide, to enter the passenger compartment of the vehicle.

e. Designing, manufacturing and assembling the Subject Vehicle with sheet metal panels and overlaps which permit exhaust and other gasses, including poisonous carbon monoxide, to enter the passenger compartment of the vehicle.

f. Designing, manufacturing and assembling the Subject Vehicle with joints and seams which permit exhaust and other gasses, including poisonous carbon monoxide, to enter the passenger compartment of the vehicle.

g. Designing, manufacturing, and assembling the Subject Vehicle with rear auxiliary air conditioning system parts which are defectively designed and/or located too close in proximity to the driver side rear air extractor, such that exhaust and other gasses, including poisonous carbon monoxide, may enter the auxiliary air conditioning system and the passenger compartment of the vehicle.

h. Failing to warn regarding the Subject Defects.

19.

There were safer alternative designs that would have prevented these defects. The safer alternative designs would have prevented or significantly reduced the risk of injury without substantially impairing the Subject Vehicle's utility. The safer alternative designs were economically and technologically feasible at the time the Subject Vehicle left the control of these defendants by the application of existing or reasonably achievable scientific knowledge.

20.

On information and belief, the airbag system in the Subject Vehicle was also defective and failed to deploy as a result of the defect, causing more extensive damage to Plaintiff [REDACTED]

21.

FORD MOTOR knew or should have known that the 2016 model year Explorers were dangerous and defective such that drivers and passengers of those vehicles may be exposed to carbon monoxide and other dangerous gases while the vehicles are in operation. As of the date of this filing, FORD MOTOR still has not warned owners and operators of the dangers carbon monoxide poisoning.

22.

As a direct result of FORD MOTOR's manufacturing defects, Plaintiff [REDACTED] suffered and continues to suffer from the effects of carbon monoxide poisoning, as well as other physical injuries, including a broken foot and broken jaw. Plaintiff B [REDACTED] has also suffered general damages in the form of pain and suffering, mental anguish, fear, grief, anxiety, and worry. Plaintiff [REDACTED] has also suffered from lost wages as a result of her injuries.

23.

Plaintiff [REDACTED] has suffered the loss of his wife's past and future household services, past and future consortium including the loss of his affection, solace, comfort, companionship, society, assistance, sexual relations, emotional support, love, and felicity necessary to a successful marriage.

CLAIM 2 – NEGLIGENCE

24.

Plaintiffs incorporate the foregoing paragraphs and state further that Defendant BILL HOOD FORD sold the vehicle to the Henderson Police Department without warning of the defects in the prior year models or warning of the potential dangers, which ultimately caused harm to Plaintiffs as set forth above.

25.

Defendant LA AUTO REPAIR negligently undertook to inspect and repair the vehicle and failed to identify the issue with the exhaust system that caused carbon monoxide to enter the Subject Vehicle and poison [REDACTED]

CLAIM 3 – LOUISIANA UNFAIR TRADE PRACTICES ACT

26.

Defendants actions alleged herein also constitute unfair and deceptive trade practices under La. R.S. 51:1405, et seq.

27.

Specifically, Defendants were aware or should have been aware of the dangerous condition of the vehicle and failed to remedy or warn of the defects. On information and belief, Defendants hid the defect in order to maximize sales of the police interceptor units.

28.

Plaintiffs seek and entitled to all available damages under the Louisiana Unfair Trade Practices Act and simultaneously with the filing of this pleading are sending a copy of same to the Louisiana Attorney General's office pursuant to La. R.S. 51:1409.

CLAIM 4 FRAUD

29.

The actions of all DEFENDANTS herein constituted actionable fraud under Louisiana Civil Code article 1953, through suppression of the truth, silence, and inaction. FORD MOTOR and BILL HOOD FORD knew or should have known of the danger based on the acknowledgement of the issue with respect to prior year models, and failed to warn or disclose in order to obtain the advantage of the sale and, in turn, causing injury to Plaintiffs.

PRAYER FOR RELIEF

WHEREFORE, the foregoing considered, Plaintiffs, [REDACTED] and her husband, [REDACTED] pray that:

1. Defendants be duly cited and served with a certified copy of this petition and be commanded to respond thereto;

2. This Court render a judgment in favor of Plaintiffs, [REDACTED] and her husband, [REDACTED] and against Defendants, **FORD MOTOR COMPANY, BILL HOOD FORD, LLC, AND LOUISIANA AUTO REPAIR CO., LLC** awarding plaintiffs' damages in a reasonable amount to be determined by this Court; and
3. Plaintiffs be granted such additional relief as the law, evidence and equity warrant, and this Court is competent to grant, including attorney's fees and costs as may be appropriate.

Respectfully Submitted,

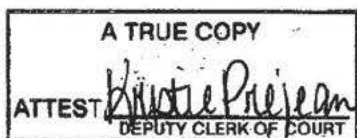
COX, COX, FILO, CAMEL & WILSON



SOMER G. BROWN (#31462)
723 Broad Street
Lake Charles, LA 70601
Telephone: (337) 436-6611
Facsimile: (337) 436-9541

PLEASE SERVE:

Defendants per paragraph
one of the petition.



RECEIVED AND FILED

2017 JUL 31 AM 9:27
Kristie Prejean
DEPUTY CLERK OF COURT
ST. MARTIN PARISH



FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

OGC Lit
Product Claims

MAY 14 2017

MAY 19 2017

OFFICE OF THE,
GENERAL COUNSEL

VIA 1ST CLASS MAIL & Fax

May 10th, 2017

FLORIDA OFFICE:
P. O. Box 18427
West Palm Beach, FL 33416
Phone: (561) 812-2127
Fax: (305) 371-2779

Ford Motor Co
P. O. Box 70
Dearborn, MI 48121

RE: Responsible Party : Ford Motor Co
Our Insured : Town of Henderson
Date of Loss : 04/26/2017
Company Claim # : [REDACTED]

Dear Adjuster;

This letter is in reference to the accident where our insured lost consciousness while driving and was determined that driver showed signs of carbon monoxide poisoning, causing major damages to the patrol vehicle on or about 04/26/2017.

Triton Claim Management is the authorized claim administrator for Certain Underwriters At Lloyd's London, engaged to handle this subrogation claim.

We are currently assembling the supporting documents for the presentation of damages. As the responsible party, we will be looking to you for the reimbursement of damages. We recommend at this time that you forward this letter to your liability insurance carrier, so they may contact the undersigned and handle this matter on your behalf.

Thanking you in advance for your cooperation.

Cordially yours,

For, Triton Claim Management, LLC

Aury Quinonez
Subrogation Administrator
P: (561) 812-2127
F: (305) 371-2779
Email: aquinonez@tritonclaims.com



[REDACTED]

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law

P.O. Box 18799

Sugar Land, TX 77027

Telephone (888) 415-0610

Facsimile (888) 809-7010

Email: info@lemonlawgrouppartners.com

July 18, 2017

VIA US MAIL

Ford Motor Company

P.O. Box 6248

Dearborn, MI 48126

Re [REDACTED]
Vehicle: 2016 Ford Explorer
VIN: 1FM5K7D84G [REDACTED]

RECEIVED
7/18/17

Dear Sir/Madam:

As you know this law firm represents the legal interests of [REDACTED] relating to the purchase of a 2016 Ford Explorer VIN: 1FM5K7D84G [REDACTED] (the "Vehicle"). On 7/5/2017, your office received our letter dated 6/26/2017 and failed to respond.

Please let this letter serve as our final attempt to settle this matter prior to filing a lawsuit and incurring unnecessary attorney fees and costs. As stated previously, the defects with the vehicle continue to exist. Due to the serious defects with the Vehicle since its purchase, [REDACTED] hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

[REDACTED] Please be advised that if you do not adhere to our demands within 7 days [REDACTED] has instructed me to file a lawsuit against you.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: s/n Atousa Nezamabadi

Attorney for Plaintiff

Quality
at your service



Automotive SuperCenter

Ford
8333 I.H. 10 West • San Antonio, Texas 78230
(210) 349-4949 • Service Direct (210) 357-1430
www.redmac.com www.saford.com

SERVICE DEPARTMENT HOURS
Monday - Friday 7:00 a.m. - 7:00 p.m.
Saturday 7:00 a.m. - 3:00 p.m.

SALES DEPARTMENT HOURS
Monday - Friday 7:00 a.m. - 7:00 p.m.
Saturday 7:00 a.m. - 5:00 p.m.

NEW BRAUNFELS, TX

ERNESTO GARCIA 15891 8727 11/17/16

Z,097 RUBY RED/ME

16/FORD TRUCK/EXPLORER/4DR FWD XLT 09/09/16 38

1 F M 5 K 7 D 8 4 G G 100 04/20/16

10/12/16

E# 998 MO: 2

LABOR & PARTS			
J# 1 11FOZ	11 HEATING/AIR COND. C/S THAT WHEN DRIVING UP A HILL OR PICKING UP SPEED THERE IS A SULFURIC SMELL COMING FROM VENTS.	TECH(S):6616	INTERNAL
		JOB # 1 TOTAL LABOR & PARTS	0.00
J# 2+25F0ZRCW	RENTAL VEHICLE WARR. QUALITY CHECK INITIALS: RENTAL VEHICLE WARRANTY RENTAL VEHICLE WARRANTY RENTAL VEHICLE FOR CUSTOMER	TECH(S):5029	INTERNAL
		JOB # 2 TOTAL LABOR & PARTS	0.00

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller, RED MCCOMBS FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss of damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express merchant's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto as security for the payment of charges for work on Customer's vehicle, CUSTOMER whose signature appears hereon, either as Owner or Agent of Owner, hereby grants to DEALER a security interest in said vehicle (hereinafter called COLLATERAL). CUSTOMER agrees that DEALER'S acceptance of partial or delinquent payments or failure of DEALER to exercise any right of recovery shall not be a waiver of any obligation of CUSTOMER or rights of DEALER or constitute a release of any other default (default subsequently occurring). CUSTOMER shall be in default under this combined Security Agreement upon the happening of any of the following events or conditions:

1. Failure of CUSTOMER to pay DEALER'S charges in full at the time possession of COLLATERAL is returned to CUSTOMER, or in the event CUSTOMER is approved for credit by DEALER, failure to pay DEALER'S charges in full within thirty (30) days from date of DEALER'S INVOICE.
2. Any time DEALER believes that the prospect for payment of the obligation secured hereby is impaired.

In the event of default, DEALER shall have the right as DEALER'S option to repossess and sell, without Court order, COLLATERAL, at public or private sale, and DEALER may be the Purchaser at such sale for reasonable value and CUSTOMER SHALL pay all reasonable attorney's fees and costs of repossession, storage and sale of collateral in event repossession occurs. CUSTOMER agrees to surrender Title Certificate to COLLATERAL and assign same to DEALER. CUSTOMER authorizes DEALER, in the event of default, to repossess COLLATERAL without demand and for this purpose to enter upon any premises where the COLLATERAL is located. DEALER shall, in addition, have all rights and remedies provided by the Uniform Commercial Code. CUSTOMER hereby acknowledges that this combined Security Agreement was completed before signature by CUSTOMER, copy hereof was delivered to CUSTOMER at time of signing.

COMMENTS
CALL MONDAY MORNING BY 10AM

TOTALS

CUSTOMER SATISFACTION IS PRIORITY ONE AT RED MCCOMBS FORD. Please take a moment to answer these questions and let us know how we are doing.....	TOTAL LABOR	0.00
1) PLEASE RATE YOUR OVERALL SERVICE EXPERIENCE (CIRCLE ONE)	TOTAL PARTS	0.00
COMPLETELY SATISFIED SATISFIED DISSATISFIED	TOTAL SUBLET	0.00
2) WE ARE LOOKING TO IMPROVE OUR CUSTOMER SERVICE, PLEASE LET US KNOW YOUR COMMENTS	TOTAL G.O.G.	0.00
3) FOLLOW US ON FACEBOOK FOR DAILY SPECIALS	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX	0.00
	TOTAL INVOICE \$	0.00

*****PAYMENT METHOD*****
 CASH CHECK#..... [] DEBIT/CREDIT

CUSTOMER SIGNATURE _____
 ***** DUPLICATE INVOICE *****

NOTICE TO PURSUANT § 70.001, Texas Property Code.

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, § 9.806. IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

SIGNATURE OF PERSON RESPONSIBLE OR AGENT OR PERSON RESPONSIBLE FOR PAYMENT _____

1701-003 Rev. 10/13 PRINTED SUPPLIES, INC. (210) 340-4141

Compare Service Tool!
 We guarantee our service work for 12 months or 12,000 miles, whichever occurs first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge. Parts and Labor.



INQUIRY RECEIPT



COUNTY: COMAL

TAC NAME: CATHY C. TALCOTT, RTA

PLATE NO: [REDACTED]

DATE: 06/27/2017

EFFECTIVE DATE: 09/21/2016

DOCUMENT NO: [REDACTED]

TIME: 01:04PM

EXPIRATION DATE: 8/2018

EMPLOYEE ID: 0414014

TRANSACTION ID: [REDACTED]

PLATE EXP DATE: 07/2018 TERM: 1

OWNER NAME AND ADDRESS

NEW BRAUNFELS, T [REDACTED]

REGISTRATION CLASS: DISABLED VETERAN
PLATE TYPE: DISABLED VETERAN PLT
ORGANIZATION: DISABLED VETERAN
STICKER TYPE: WS

VEHICLE IDENTIFICATION NO: 1FM5K7D84G [REDACTED] VEHICLE CLASSIFICATION: PASS-TRK
YR/MAKE: 2016/FORD MODEL: EXP BODY STYLE: LL UNIT NO: COUNTY NO: 46
EMPTY WT: 4500 CARRYING CAPACITY: 0 GROSS WT: 4500 TRAILER TYPE:
BODY VEHICLE IDENTIFICATION NO: TVL TRLR L/W/SQFT: 0 TIRE TYPE: P
REGISTRATION ISSUE DATE: 09/27/2016
ODOMETER READING: 38 BRAND: A PREVIOUS PLATE NO: PREVIOUS EXP MO/YR: /
PREV OWNER NAME: RED MCCOMBS FORD PREV CITY/STATE: SAN ANTONIO, TX PLATE AGE: 2
VEHICLE RECORD NOTATIONS
E-TITLE
ACTUAL MILEAGE
MAJOR COLOR: RED

TITLE ISSUE DATE: 10/05/2016	REGISTRATION FEES PAID	SALES TAX INFORMATION	
	REGISTRATION \$ 22.75	SALES PRICE \$	37,620.95
DOCUMENT TYPE: REGULAR TITLE		TRADE IN ALLOWANCE \$	13,500.00
		SALES TAX PAID \$	1,507.56
1ST LIEN	DATE: 09/02/2016	CUSTOMER NAME: PEREZ	
FORD MOTOR CREDIT COMPANY LLC		FEES ASSESSED	
PO BOX 105704		INQUIRY \$	2.00
ATLANTA, GA 30348			
		TOTAL \$	2.00
2ND LIEN		METHOD OF PAYMENT AND PAYMENT AMOUNT:	
		CASH \$	10.00
3RD LIEN		TOTAL AMOUNT PAID \$	10.00
		CHANGE DUE \$	8.00
		CHANGE DUE \$	8.00

LOT LOCATION:

CUSTOMER #:



INVOICE

351 I.H. 35 S.
New Braunfels, Texas 78130
Phone: (830) 606-8011
Fax: (830) 609-7035
www.bbmotors.com

PAGE 1

NEW BRAUNFELS, TX
HOME:
BUS:

SERVICE ADVISOR: 4048 WILLIAM L FARRIS

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG, DEL. DATE, PROD. DATE, WARR. EXP., PROMISED, PO NO., RATE, PAYMENT, INV. DATE. Includes details for a Ford Explorer with VIN 1FM5K7D84G and a payment of 0.00 CASH on 16JUN17.

Summary table with columns: LINE OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL.

A STILL GETTING FUMES IN CAR A85
CAUSE:

14 LIGHT LINE
5709 WF (N/C)
1 FB5Z*5230*B MUFFLER ASY - CENTRE AND REAR (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5709

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
RD TEST TO VERIFY-SMELL EXHAUST DURING HARD ACCEL-CK OASIS-PER TSB 17-0044 (ATTACHED) PERFORM NON POLICE/AFTERMARKET UPFITTER SERVICE PROCEDURE 2-PERFORM WEB ASSESSMENT, OBTAIN REPAIR VERIFICATION CODE (RPF8KT8NRP77), AND REPLACE MUFFLER ASSEMBLY (61280B62-42)-MANAGER RD TESTED

B RENTAL
19 QC INSPECTION
5709WBREN (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
MO 6/16/17

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this remitent. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
NOTICE PURSUANT TO TEXAS PROPERTY CODE §70.001
I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE §9.609 IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY CHECK, MONEY ORDER OR CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

Table with columns: DESCRIPTION, TOTALS. Includes rows for LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS INSURANCE, SALES TAX, and PLEASE PAY THIS AMOUNT (0.00).



CUSTOMER COPY

LOT LOCATION:

CUSTOMER #



INVOICE

351 I.H. 35 S.
New Braunfels, Texas 78130
Phone: (830) 606-8011
Fax: (830) 609-7035
www.bbmotors.com

NEW BRAUNFELS, TX
HOME:
BUS:

PAGE 2

SERVICE ADVISOR: 4048 WILLIAM L FARRIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	16	FORD EXPLORER	1FM5K7D64GC		14664/14664	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01DEC16 IS							
06DEC16 DI			WAIT 26MAY17		0.00	CASH	02JUN17

R.O. OPENED	READY	OPTIONS	ENG
07:50 24MAY17	10:59 02JUN17		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
61280	B62-42)						
AND BUMPER COVER							

B** RENTAL

19 QC INSPECTION
2109WRENT

(N/C)

SUBL AVIS RENTAL PO
WRENT

(N/C)

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

MO 6/1/17

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. Payable in Comal County, Texas.

I have read, understand and accept all provisions of the Warranty Statement covering this vehicle and/or service parts. PARTS AND LABOR WARRANTED 12,000 MILES OR 12 MONTHS. I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF THE VEHICLE MANUFACTURER.

X (SIGNATURE) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

NOTICE PURSUANT TO TEXAS PROPERTY CODE §70.001

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE §9.609 IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY CHECK, MONEY ORDER, OR CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

X SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT RESPONSIBLE FOR PAYMENT

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00



CUSTOMER COPY



REGISTRATION PAGE

Contract No.
TVP MCC C00358546

CONTRACT HOLDER INFORMATION	
NAME	[REDACTED]
ADDRESS	[REDACTED]
CITY / STATE / ZIP	NEW BRAUNFELS, TX [REDACTED]

SELLER INFORMATION	
NAME	RED MCCOMBS FORD
ADDRESS	8203 IH 10 WEST
CITY / STATE / ZIP	SAN ANTONIO, TX 78230

CONTRACT INFORMATION		
CONTRACT PURCHASE DATE	CURRENT ODOMETER READING	
09/02/2016	38	
CONTRACT COST	SALES TAX (WHERE APPLICABLE)	TOTAL COST
3,268.04	0.00	\$3,268.04

VEHICLE INFORMATION		
YEAR	MAKE	MODEL
2016	FORD	EXPLORER XLT
VIN	1FM5K7D84G [REDACTED]	

COVERAGE PLAN	
Check <input checked="" type="checkbox"/> Applicable Box:	<input checked="" type="checkbox"/> SUPREME <input type="checkbox"/> SUPREME WRAP <input type="checkbox"/> DELUXE <input type="checkbox"/> SELECT <input type="checkbox"/> BASIC

NEW VEHICLE TERM	
72	MONTHS
125,000	MILES

PRE-OWNED VEHICLE TERM	
	MONTHS
	MILES

* New Vehicle and Wrap Plan expiration is measured in time/mileage from the Contract Purchase Date and zero (0) miles.
* Used Vehicle Plan expiration is measured from the Contract Purchase Date and Odometer Mileage at Contract Purchase Date.

NEW VEHICLE DEDUCTIBLE	
(If no box is checked, \$100 deductible applies.)	
STANDARD DEDUCTIBLE \$100	OPTIONAL DEDUCTIBLE <input type="checkbox"/> \$0 <input type="checkbox"/> \$25 <input checked="" type="checkbox"/> \$50 <input type="checkbox"/> Other _____

PRE-OWNED VEHICLE DEDUCTIBLE	
(If no box is checked, \$100 deductible applies.)	
STANDARD DEDUCTIBLE \$100	OPTIONAL DEDUCTIBLE <input type="checkbox"/> \$50 <input type="checkbox"/> Other _____

MANDATORY SURCHARGES:	
Coverage must be purchased and surcharges paid at the time of purchase if vehicle is equipped with the following:	
<input type="checkbox"/> Diesel / Turbo or Supercharged / 4WD / AWD	<input type="checkbox"/> Lift Kit / Tire Modifications (Coverage not eligible for Pre-Owned)
OPTIONAL SURCHARGES:	
<input type="checkbox"/> Commercial Use	<input type="checkbox"/> Seals and Gaskets (Basic Plan Only)

LIENHOLDER	
NAME and ADDRESS	FORD MOTOR CREDIT COMPANY, P.O. BOX 105704, ATLANTA, GA 30348-5704

ACKNOWLEDGMENT

I agree to purchase this Vehicle Service Contract (Contract) covering the vehicle described on this Registration Page, which must meet our underwriting guidelines and is subject to acceptance by the Administrator. I agree that the time and mileage limits indicated on this Registration Page begin to run from the **Contract Purchase Date**, even though any components or parts covered by a manufacturer, supplier, or other warranty are **NOT** covered by my Contract until expiration of the manufacturer, supplier, or other warranty. **I understand that my Contract term includes any periods of applicable manufacturers' warranties.**

I understand that my Contract has been issued in accordance with the information contained on this Registration Page and is subject to the terms and conditions stated in the Contract, which I have read and received with this Registration Page.

I understand that prior authorization by the Administrator is required on repairs covered by this Contract. (Call 800-331-3780 for claims authorization.) I further understand that any Breakdown, loss, or damage that results from a pre-existing condition is not covered by this Contract.

I understand the purchase of this Contract is not required to purchase or obtain financing of my vehicle.

SIGNATURE OF CONTRACT HOLDER(S)	DATE SIGNED 09/02/2016	SIGNATURE OF SALES PERSON
---------------------------------	---------------------------	-------------------------------

Administrator/Obligor:
Old Republic Insured Automotive Services, Inc. (CA LIC 0C79822)
In GA, NY, WY: ORIAS Warranty Services
In OR, TX: ORIAS Warranty Services, Inc.
In LA, NM, OK, WI: Minnehoma Automobile Association, Inc.
P.O. Box 35008, Tulsa, OK 74153-0008
800-331-3780

LOT LOCATION:

CUSTOMER #:



351 I.H. 35 S.
New Braunfels, Texas 78130
Phone: (830) 606-8011
Fax: (830) 609-7035
www.bbmotors.com

INVOICE

PAGE 1

NEW BRAUNFELS, TX
HOME:
BUS:

SERVICE ADVISOR: 4048 WILLIAM L FARRIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	16	FORD EXPLORER	1FM5K7D84G		14664/14664		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01DEC16 IS			WAIT 26MAY17		0.00	CASH	02JUN17
R.O. OPENED		READY	OPTIONS:	ENG:			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	C/S	AFTER DRIVING FOR A WHILE GETS FUEMS INTO CAR - E68					

CAUSE:

10 AIR CONDITIONING

2109	WF						(N/C)
5709	WF						(N/C)
1	FB5Z*7829164*AA	MOULDING					(N/C)
1	FB5Z*7829165*AA	MOULDING					(N/C)
4	*W706092*S300	RIVET - BLIND					(N/C)
1	TA*2*B	ADHESIVE					(N/C)
1	FB5Z*78442K03*B	KIT - REAR SPOILER REPAIR					(N/C)
3	4M8Z*54280B62*A	VALVE ASY - AUTO DRAIN					(N/C)
2	BB5Z*61280B62*B	GRILLE ASY - VENT AIR OUTER					(N/C)

FC; PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

2109

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

2109 -C/S FUMES IN VEHICLE WHILE DRIVING UP HILL OR ACCELERATION ,
CHECK OASIS FOR KNOWN CONCERNS,
EEC QUICK TEST CODE-PASS , DATALOGGER , M ODE 6 ,
PERFORM EVAP LEAK TEST - PASSED ,
PERFORM FUEL SYSTEM VISUAL INSPECTION - PASSED - 2109 .,
TECH 5709: VERIFIED EXHAUST ODOR DURING HARD ACCEL (TIME DURATION
.55): CK OASIS-PERFORM TSB 17-0044-(TIME DURATION 2.30): REMOVE REAR
BUMPER, BRAKE LAMP ASSEMBLIES, REAR WHEEL MOULDINGS AND SPLASH SHIELDS,
AND LOAD SPACE TRIM PANELS-REMOVE EXCESS BODY SEALER FROM 2
GROMMETS-(TIME DURATION .57, .74 AND 1.49): APPLY SEAM SEALER TO AREAS
AND PERFORM HVAC MODULE REPROGRAMMING-(TIME DURATION 1.97): INSTALL
LOAD SPACE TRIM PANELS-REMOVE LIFTGATE COVER AND APPLIED SEAM
SEALER-REMOVE SPOILER AND INSTALL SPOILER SERVICE KIT-INSTALL 3 DRAIN
VALVES-(TIME DURATION .28, .09 AND .83): PRESSURE TESTED CABIN-SEALED
13 MORE AREAS-(TIME DURATION 1.12): INSTALL SPLASH SHIELDS, TAILGATE
PANEL AND EXHAUST-(TIME DURATION .61): INSTALL AIR EXTRACTORS (CAUSAL

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. Payable in Comal County, Texas.
I have read, understand and accept all provisions of the Warranty Statement covering this vehicle and/or service parts. PARTS AND LABOR WARRANTED 12,000 MILES OR 12 MONTHS. I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW.
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF THE VEHICLE MANUFACTURER.

X (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

NOTICE PURSUANT TO TEXAS PROPERTY CODE §70.001

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE §9.909 IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY CHECK, MONEY ORDER, OR CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

X (SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT RESPONSIBLE FOR PAYMENT)

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



CUSTOMER COPY

MOTOR VEHICLE IDENTIFICATION

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	USE FOR WHICH PURCHASED	
New	38	2016 Ford	Explorer	1FM5K7D84G [REDACTED]	<input checked="" type="checkbox"/> PERSONAL FAMILY OR HOUSEHOLD <input type="checkbox"/> BUSINESS OR COMMERCIAL <input type="checkbox"/> AGRICULTURAL	
Trade-In: Year		2013	Make	Ford	Model	Explorer
VIN		1FM5K7B88D [REDACTED]	License No.		[REDACTED]	

ITEMIZATION OF AMOUNT FINANCED

1. Cash Sale Price (including any accessories, services, and taxes)		
N/A	\$	N/A N/A \$ N/A
N/A	\$	N/A and N/A \$ N/A
		\$ 39,120.95 (1)
2. Total Downpayment = (if negative, enter "0" and see Line 4.A. below)		
Gross trade-in	\$	13,500.00
- payoff by seller	\$	23,923.00
= net trade-in	\$	-10,423.00
+ cash	\$	N/A
+ Third Party Rebate Assigned to Creditor	\$	1,500.00
+ N/A	\$	N/A
Total downpayment	\$	0.00 (2)
3. Unpaid balance of cash price (1 minus 2)	\$	39,120.95 (3)
4. Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.):		
A. Net trade-in payoff to ONE MAIN	\$	8923.00
B. Cost of optional credit insurance paid to insurance company or companies		
Life	\$	N/A
Disability	\$	N/A
C. Other insurance paid to the insurance company	\$	N/A
D. Official fees paid to government agencies	\$	43.00
E. Debt Cancellation Agreement Fee Paid to Seller	\$	710.00
F. Dealer's inventory tax (if not included in cash price)	\$	84.35
G. Sales tax (if not included in cash price)	\$	1,507.56
H. Other taxes (if not included in cash price)	\$	N/A
I. Government license and/or registration fees	\$	127.25
J. Government certificate of title fee	\$	33.00
K. Government vehicle inspection fees	\$	7.00
L. Deputy Service fee paid to dealer	\$	N/A
M. Documentary Fee. A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. Spanish Translation: Un cargo documental no es un cargo oficial. La ley no exige que se imponga un cargo documental. Pero este podría cobrarse a los compradores por el manejo de la documentación en relación con la venta. Un cargo documental no puede exceder una cantidad razonable acordada por las partes. Esta notificación se exige por ley.		
To RED MCCOMBS FORD for Documentary Fee	\$	150.00
N. Other charges (Seller must identify who is paid and describe purpose)		
to ORIAS Warranty Services for Service Contract	\$	3,268.04
to American Financial Warranty Co for Maintenance Plan	\$	995.00
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
Total other charges and amounts paid to others on your behalf	\$	15,848.20 (4)
5. Amount Financed (3 + 4)	\$	54,969.15 (5)

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

True and Accurate Review Copy - UCC Non-Authoritative Copy

True and Accurate Review Copy - UCC Non-Authoritative Copy

TEXAS MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT

Date 09/02/2016

BUYER [REDACTED]	SELLER/CREDITOR RED MCCOMBS FORD
ADDRESS [REDACTED]	
CITY <u>New Braunfels</u> STATE <u>TX</u> ZIP [REDACTED]	ADDRESS <u>8333 INTERSTATE 10 WEST</u>
PHONE [REDACTED]	
CO-BUYER [REDACTED]	CITY <u>SAN ANTONIO</u>
ADDRESS [REDACTED]	STATE <u>TX</u> ZIP <u>78230</u>
CITY <u>New Braunfels</u> STATE <u>TX</u> ZIP [REDACTED]	PHONE <u>(210) 349-4949</u>
PHONE [REDACTED]	

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

PROMISE TO PAY

The credit price is shown below as the "Total Sale Price". The "Cash Price" is also shown below. By signing this contract, you choose to purchase the motor vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge and any other charges in this contract. You agree to make payments according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all of the promises in this agreement even if the others do not. You have thoroughly inspected, accepted and approved the motor vehicle in all respects.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>0.00</u>
<u>1.90</u> %	\$ <u>3,276.85</u>	\$ <u>54,989.15</u>	\$ <u>58,248.00</u>	\$ <u>58,248.00</u>

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
<u>72</u>	\$ <u>809.00</u>	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually Starting: <u>10/17/2016</u>

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on each payment received more than fifteen days late. The charge is 5% of the scheduled payment.
Security Interest: You are giving a security interest in the motor vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

1-800-727-7000



www.fordcredit.com

BALLOON CONTRACT PROVISIONS

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

EXCESS WEAR, USE AND MILEAGE CHARGES

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

EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Creditor under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of \$0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than \$1.00.

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

e-17642-SI (JUN 15)
e-17642-B-SI

True and Accurate Review Copy - UCC Non-Authoritative Copy

True and Accurate Review Copy - UCC Non-Authoritative Copy

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
 P.O. Box 18799
 Sugar Land, TX 77027

Telephone (888) 415-0610

Facsimile (888) 809-7010

Email: info@lemonlawgrouppartners.com

RECEIVED

June 26, 2017

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

Re: [REDACTED]

Vehicle: 2016 Ford Explorer
 VIN: 1FM5K7D84C [REDACTED]

Dear Sir/Madam:

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

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

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

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

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: s/n Atousa Nezamabadi

Attorney for Plaintiff

CC: Red McCombs Ford



Lemon Law Group Partners PLC
2775 Sunny Isles Boulevard Suite 150
North Miami Beach FL 33160

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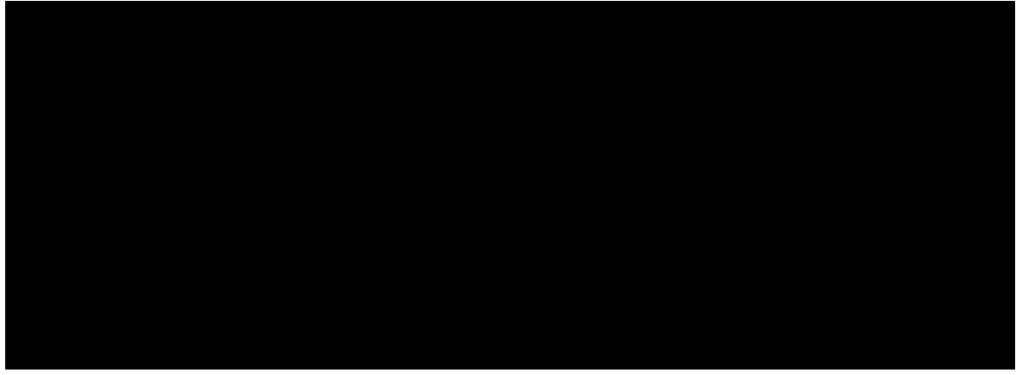
CM-wSig
00000224

CM-0623-9257.01



FORD MOTOR COMPANY
PO BOX 6248
DEARBORN MI 48121-6248







**Service of Process
Transmittal**

07/05/2017
CT Log Number 531519677

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

RE: Process Served in Pennsylvania

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], Pltfs. vs. Ford Motor Company, Inc.

DOCUMENT(S) SERVED: Letter(s), Attachment(s), Complaint, Notice(s), Verification, Exhibit(s)

COURT/AGENCY: Allegheny County - Court of Common Pleas, PA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2013 Ford Explorer, VIN: 1FM5K8D84D [REDACTED]

ON WHOM PROCESS WAS SERVED: CT Corporation System, Harrisburg, PA

DATE AND HOUR OF SERVICE: By Certified Mail on 07/05/2017 postmarked on 06/30/2017

JURISDICTION SERVED: Pennsylvania

APPEARANCE OR ANSWER DUE: Within 20 days after service (Document(s) may contain additional answer dates)

ATTORNEY(S) / SENDER(S): Robert A. Rapkin
Kimmel & Silverman, P.C.
30 East Butler Pke
Ambler, PA 19002
215-540-8888

ACTION ITEMS: CT has retained the current log, Retain Date: 07/05/2017, Expected Purge Date: 07/10/2017
Image SOP
Email Notification, Chris Dzbanski cdzbanski@ford.com
Email Notification, Mary Ann MacKinnon mmackin1@ford.com

SIGNED: CT Corporation System
ADDRESS: 600 N. 2nd St., Ste 401
Harrisburg, PA 17101-1071
TELEPHONE: 609-538-1818

FIRST CLASS



TO:

Ford Motor Company
 605 CT Corporation System
 116 Pine Street
 Suite 320
 Harburg, PA 17101

KIMMEL & SILVERMAN
 P.C.
 30 East Butler Pike, Ambler, PA 19002

First Class Mail



U.S. POSTAGE PERMIT NO. 20
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 0017809 JUN 20 2017

ROBERT M. SILVERMAN
CRAIG THOM KIMMEL

* Member, PA Bar
* Member, NJ Bar
* Member, DE Bar
* Member, NY Bar
* Member, MD Bar
* Member, AD Bar
* Member, OH Bar
* Member, RI Bar
* Member, CT Bar
* Member, TN Bar
* Member, VT Bar
* Member, DC Bar
* Member, CA Bar
* Member, HI Bar


KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemontlw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 546-8888
F (215) 546-8817

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1008
NEW JERSEY OFFICE, Executive Quarter, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344
DELAWARE OFFICE, 361 Silverdale Road, Suite 118, Wilmington, DE 19809, P (302) 791-8973, F (302) 791-9456
CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danvers, CT 06239, P (860) 866-4360, F (860) 243-0919
NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7541, F (212) 617-2515
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6113, F (800) 663-1699
PLEASE REMIT ALL CORRESPONDENCE TO THE WESTERN PA OFFICE.

June 26, 2017

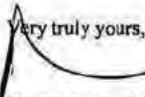
Ford Motor Company
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

Re: [REDACTED] et al. v. Ford Motor Company
Allegheny County Docket No.: AR-17-002724

Dear Sir or Madam:

Enclosed please find a copy of the above-referenced *Complaint* that has been filed against Ford Motor Company in the Court of Common Pleas, Allegheny County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please submit the enclosed to your legal department. A responsive pleading is due 20 days after the receipt of this complaint.

Very truly yours,

Robert A. Rapkin
KIMMEL & SILVERMAN, P.C.

RAR/CAC
Enclosures

JACQUELINE C. HENRY
ROBERT A. RAPKIN
ANGELAK. TROST
ANDREW L. BENNETT
N. STEPHENSON
JASON L. GREENE
SHAWN R. HARRIS
CHAD P. DESSA
RYAN FITZGERALD
RACHEL M. HALL
RACHEL S. STEVENS
JOSEPH C. HOFFER
BENJAMIN J. ALBAYESE

Chelsea A.C. Crawford

From: Lisa Triantafyllou
Sent: Wednesday, June 07, 2017 11:38 AM
To: Chelsea A.C. Crawford
Subject: FW: Allegheny County Court of Common Pleas Event Notification: [REDACTED]

-----Original Message-----

From: webmaster.pro@county.allegheny.pa.us (mailto:webmaster.pro@county.allegheny.pa.us)
Posted At: Wednesday, June 07, 2017 11:37 AM **Posted To:** Allegheny E-File
Conversation: Allegheny County Court of Common Pleas Event Notification: [REDACTED]
Subject: Allegheny County Court of Common Pleas Event Notification: [REDACTED]

An Arbitration Hearing has been scheduled for

Case Number [REDACTED] vs Ford Motor Company

at Room 702, City-County Building on 10/04/2017 at 09:00:00.

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, forwarding, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

[REDACTED]

D CIVIL DIVISION

Plaintiffs,

vs.

NO.:

FORD MOTOR COMPANY,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiffs:
Stephanie Jill Egnacheski and
Michael John Egnacheski

COUNSEL OF RECORD FOR THIS PARTY:

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

WRIT WAIVED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
DEPARTMENT OF COURT RECORDS CIVIL/FAMILY DIVISION
ARBITRATION DOCKET

[REDACTED]

PLAINTIFFS

vs.

FORD MOTOR COMPANY
DEFENDANT

ARBITRATION DOCKET

NO. _____

HEARING DATE: _____
Court Room 2
City-County Building
7th Floor
9:00 A.M.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money, property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE,
The Allegheny County Bar Association
11th Floor Koppers Bldg.
436 Seventh Ave, Pittsburgh, PA 15219
TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Court Room 2, 7th floor of the City County Building, 414 Grant Street, Pittsburgh, Pennsylvania on _____, 20____, at 9:00 a.m. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING. IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

[REDACTED]

Plaintiffs,

vs.

FORD MOTOR COMPANY,

Defendant.

No.:

COMPLAINT

1. Plaintiffs [REDACTED] are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, residing at [REDACTED] [REDACTED] Gibsonia, PA [REDACTED]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at Consumer Affairs, 16800 Executive Plaza Drive, 3 NE-B, Dearborn, Michigan 48126-4207, and can be served at c/o CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about October 19, 2015, Plaintiffs purchased a used 2013 Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FM5K8D84DC [REDACTED]

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$40,675.12. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiffs several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiffs.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiffs.

10. During the warranty period, Plaintiffs complained about defects and or non-conformities to the following vehicle components: the exhaust releases strong fumes into the vehicle. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

11. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

12. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

13. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

14. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

15. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

16. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

17. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

18. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

19. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

20. As a direct and proximate result of Defendant's failure to comply with the express written warranties, the Defendant has breached said warranties, has violated the Magnuson-Moss

Warranty Improvement Act, the Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), the Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

21. As a direct and proximate result of Defendant's failure to comply with the express written and/or implied warranties, Plaintiffs have suffered damages and, in accordance with NJ Stat. Ann. 12-A:2-713, 12A:2-714 and/or 2-715 and 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief and hereby does so through this Complaint.

22. Plaintiffs aver Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

23. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiffs have justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

24. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiffs were relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

25. Plaintiffs have incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

26. Such damages include, but are not limited to, the sales price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

Trade-In (Year) _____ (Make) _____		
Trade-In (Year) _____ (Make) _____		
Gross Trade-In Allowance	\$	2500.00
Less Pay Off Made By Seller	\$	100.00
Equals Net Trade In	\$	2400.00
+ Cash	\$	100.00
+ Other	\$	0.00
(If total downpayment is negative, enter "0" and see 4H below)		
paid Balance of Cash Price (1 minus 2)	\$	2500.00 (2)
Other Charges Including Amounts Paid to Others on Your Behalf	\$	2000.00 (3)
Cost of Optional Credit Insurance Paid to Insurance Company or Companies		
Life	Term	\$ _____
Disability	Term	\$ _____
Other Optional Insurance Paid to Insurance Company or Companies (Describe) _____ Term _____		\$ _____
(Describe) _____ Term _____		\$ _____
Official Fees Paid to Government Agencies		
to STATE OF PA for SA TITLE FEE	\$	10.00
to PA for SA	\$	10.00
to SS for SA - TITLE DEPARTMENT	\$	10.00
Optional Gap Contract	\$	200.00
Government Taxes Not Included in Cash Price	\$	10.00
Government License and/or Registration Fees		
OF PA OF PA	\$	10.00
Government Certificate of Title Fees (includes \$ _____ security interest recording fee)	\$	10.00
Other Charges (Seller must identify who is paid and describe purpose)		
to _____ for Prior Credit or Lease Balance	\$	0.00
to _____ for NOT DEF	\$	100.00
to _____ for GAP CONTRACT	\$	200.00
to _____ for _____	\$	0.00
to _____ for _____	\$	0.00
to _____ for _____	\$	0.00
to _____ for _____	\$	0.00
to _____ for _____	\$	0.00
to _____ for _____	\$	0.00
to _____ for _____	\$	0.00
Total Other Charges and Amounts Paid to Others on Your Behalf	\$	2000.00 (4)
Amount Financed (3 + 4)	\$	2500.00 (5)
Finance Charge	\$	100.00 (6)
Total of Payments-Time Balance (5 + 6)	\$	2600.00 (7)

<input type="checkbox"/>	Type of Insurance	Term
Premium \$	_____	_____
Description of Coverage	_____	
Insurance Company Name	_____	
Home Office Address	_____	
<input type="checkbox"/>	Type of Insurance	Term
Premium \$	_____	_____
Description of Coverage	_____	
Insurance Company Name	_____	
Home Office Address	_____	
Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. I want the insurance checked above.		
X	Buyer Signature	Date
X	Co-Buyer Signature	Date
THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.		
Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.		
OPTIONAL GAP CONTRACT: A gap contract (date cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.		
Term	_____	Mo. _____
Name of Gap Contract _____		
I want to buy a gap contract _____		
Buyer Sign	_____	

If you do not meet your contract obligations, you may lose the vehicle.

10N: You pay no finance charge if the Amount Financed, item 5, is paid in full on or before _____ Year _____ SELLER'S INITIALS _____

NO COOLING OFF PERIOD

late law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relative to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs _____

any part of this contract is not valid, all other parts stay valid. We may delay or retain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

we authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.

see back for other important agreements.

(Describe) <u>1/2 A</u> Term <u>1/2 A</u>	\$ <u>100.00</u>
C Official Fees Paid to Government Agencies	
to STATE OF PA for SA TYPE TAX	\$ <u>5.00</u>
to PA for 1/2 A	\$ <u>4.75</u>
to SS for ON-LINE DISBURSE	\$ <u>15.00</u>
D Optional Gap Contract	\$ <u>100.00</u>
E Government Taxes Not Included in Cash Price	\$ <u>1.00</u>
F Government License and/or Registration Fees	\$ <u>34.00</u>
REG/LIC FEES	\$ <u>34.00</u>
G Government Certificate of Title Fees	\$ <u>75.00</u>
(Includes \$ <u>2.00</u> security interest recording fee)	\$ <u>75.00</u>
H Other Charges (Seller must identify who is paid and describe purpose)	
to 1/2 A for Prior Credit or Lease Balance	\$ <u>1.00</u>
to 1/2 A for 1/2 A	\$ <u>130.00</u>
to 1/2 A for 1/2 A	\$ <u>200.00</u>
to 1/2 A for 1/2 A	\$ <u>1.00</u>
to 1/2 A for 1/2 A	\$ <u>1.00</u>
to 1/2 A for 1/2 A	\$ <u>1.00</u>
to 1/2 A for 1/2 A	\$ <u>1.00</u>
to 1/2 A for 1/2 A	\$ <u>1.00</u>
to 1/2 A for 1/2 A	\$ <u>1.00</u>
to 1/2 A for 1/2 A	\$ <u>1.00</u>
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ <u>360.75 (4)</u>
5 Amount Financed (3 + 4)	\$ <u>3200.00 (5)</u>
6 Finance Charge	\$ <u>523.00 (6)</u>
7 Total of Payments-Time Balance (5 + 6)	\$ <u>3723.00 (7)</u>

Buyer Signature _____ Date _____

Co-Buyer Signature _____ Date _____

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

OPTIONAL GAP CONTRACT: A gap contract (obit cancellation coverage) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term _____ Mo., _____ Name of Gap Contract _____

I want to buy a gap contract

Buyer Signs X _____

If you do not meet your contract obligations, you may lose the vehicle.

OPTION: You pay no finance charge if the Amount Financed, item 5, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

NO COOLING OFF PERIOD
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X _____
If any part of this contract is not valid, all other parts stay valid. We may extend the time for making some payments without extending the time for making others.
You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.
See back for other important agreements.

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

NOTICE TO BUYER. DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.

Buyer Signs X _____ Date _____ Co-Buyer Signs _____ Date _____

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X _____ Date _____ Co-Buyer Signs _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____
Seller Signs _____ Date _____ By X _____ Title _____

Seller assigns its interest in this contract to _____ (Assignee) under the terms of Seller's agreement(s) with Assignee.
 Assigned with recourse Assigned without recourse Assigned with limited recourse

CUSTOMER #

BAIERLFORD  DRIVEN BETTER

540 South Main Street · Zelenovia, PA 16083
(724) 452-7630
www.baierlford.com

INVOICE

DUPLICATE 1
PAGE 1

Service Hours:
Monday 7:30am - 7:00pm
Tue,Wed,Fri 7:30am - 6:00pm
Thursday 7:30am - 6:00pm
Saturday 7:30am - 3:00pm

SERVICE ADVISOR: 143683 ROXY RACIOPPO

CRANFORD, PA
HOME
BUS:

2-C-GRAY	13	FORD EXPLORER	1FM5K6D94D	52741/52741
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO

19OCT15 DL	READY	17:00 14MAR17	0.00	CASH	13APR17
R.O. OPENED	READY	OPTIONS:			

14:39 14MAR17	12:30 13APR17					
LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUST STATES EXHAUST FUMES WHEN HEAT/AIR ON. WORSE WHEN CIRCULATION IS ON HIGH.

CAUSE: BODY SEALING

MT160166 RESEAL BODY PROCEDURE ONE
145908 W

- 1 BB5Z*61280B62*B GRILLE ASY - VENT AIR OUTER (N/C)
- 1 FB5Z*7829164*AA MOULDING (N/C)
- 1 FB5Z*7829165*AA MOULDING (N/C)
- 2 4M8Z*54280B62*A VALVE ASY - AUTO DRAIN (N/C)
- 1 TA*2*B ADHESIVE (N/C)
- 1 BB5Z*61280B62*B GRILLE ASY - VENT AIR OUTER (N/C)
- 2 08180 BRAKE CL (N/C)
- 1 EB5Z*5230*A MUFFLER ASY - CENTRE AND REAR (N/C)

FC: E41 42

PART#: BB5Z*61280B62*B

COUNT:

CLAIM TYPE: ESP

AUTH CODE:

145908

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

VERIFY CONCERN, RESEAL THE BODY FOLLOWING PROCEDURE ONE (1).
REPROGRAM THE HVAC MODULE, ROAD TEST TO VERIFY EFFECTIVE REPAIR CLIENT
CALLED BACK SAID ISSUE STILL HAPPENING REPLACED EXHAUST SYSTEM AS PER
TSB TEST DROVE OK AT THIS TIME

B Moved to: 928098Z Line: A

999 Moved to: 928098Z Line: A

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

C Moved to: 928098Z Line: B

999 Moved to: 928098Z Line: B

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

LF	LF
RF	RF
LR	LR
RR	RR

DISCLAIMER OF WARRANTIES		DESCRIPTION	TOTALS
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product. Any disclaimer contained herein does not apply where prohibited by law.		LABOR AMOUNT	
I understand that the Dealer is not responsible for any damage caused by unavoidable transportation. I hereby certify that the vehicle on receipt for the purpose of testing and is not responsible for the vehicle.		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

Next Scheduled Maintenance Appointment Date:

Please contact us if you will reach miles prior to this date.

PLAINTIFF'S EXHIBIT B

540 South Main Street · Zelenople, PA 16063
 (724) 452-7530
 www.baierlford.com

CUSTOMER # [REDACTED]

INVOICE

DUPLICATE 1
 PAGE 2

Service Hours:
 Monday 7:30am - 7:00pm
 Tue,Wed,Fri 7:30am - 5:00pm
 Thursday 7:30am - 6:00pm
 Saturday 7:30am - 3:00pm

CRANBERRY TWP. PA
 HOME: [REDACTED]
 BUS: [REDACTED]

SERVICE ADVISOR: 143683 ROXY RACIOPPO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
2-C-GRAY	13	FORD EXPLORER	1FMSK6D84D	[REDACTED]	52741/52741	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19OCT15 DE			17:00 14MAR17		0.00	CASH	13APR17

R.C. OPENED	READY	OPTIONS
		ENG:3.5 Liter Ti-VCT TRN:AUTOMATIC

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

D Moved to: 928098Z Line: C
 999 Moved to: 928098Z Line: C
 999 CDED
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00 0.00

*** THE FOLLOWING WORK NOT DONE-TRANSFERRED TO RO#928098Z ***

B Moved to: 928098Z Line: A
 C Moved to: 928098Z Line: B
 D Moved to: 928098Z Line: C

EST: 103.95 14MAR17 14:39 SA: 143683



TIRE		WHEELS FULLY		DISCLAIMER OF WARRANTIES		DESCRIPTION	TOTAL
LF		LF		Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller relieves themselves nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. I understand that the Dealership is not responsible for any delays caused by unavailability of parts manufacturer, distributor or transporter. I hereby grant the Dealership permission to operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle. The Dealership is not responsible for loss or damage to the vehicle or articles in the vehicle.		LABOR AMOUNT	0.00
RF		RF				PARTS AMOUNT	0.00
LR		LR				GAS, OIL, LUBE	0.00
RR		RR				SUBLET AMOUNT	0.00
						MISC. CHARGES	0.00
Next Scheduled Maintenance Appointment Date:				TOTAL CHARGES	0.00	LESS INSURANCE	0.00
Please contact us if you will reach miles prior to this date.				SALES TAX	0.00	PLEASE PAY THIS AMOUNT	0.00

BAIERLFORD  **DRIVEN BETTER**

540 South Main Street • Zelisopolis, PA 15063
 (724) 452-7530
 www.baierlford.com

Service Hours:
 Monday 7:30am - 7:00pm
 Tue, Wed, Fri 7:30am - 6:00pm
 Thursday 7:30am - 6:00pm
 Saturday 7:30am - 3:00pm

[REDACTED] *INVOICE*

CRANBERRY TWP, PA
 HOME

PAGE 1

SERVICE ADVISOR: 143683 ROXY RACIOPPO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	ODMILEAGE IN/OUT	DATE
GRAY	13	FORD EXPLORER	1FM5K8DB4D	52741/52741		
DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
19CT15 DE			17:00 14MAR17		0.00	CASH

TRD: OPENED: [REDACTED] READY: [REDACTED] OPTIONS: [REDACTED]
 ENG: 3.5 Liter Ti-VCT TRN: AUTOMATIC

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

A CUST STATES EXHAUST FUMES WHEN HEAT/AIR ON. WORSE WHEN CIRCULATION IS ON HIGH.

CAUSE: BODY SEALING

00 CUST STATES EXHAUST FUMES WHEN HEAT/AIR ON.
 WORSE WHEN CIRCULATION IS ON HIGH.

- 145908 W (N/C)
- 1 BB5Z*61280B62*B GRILLE ASY - VENT AIR OUTER (N/C)
- 1 PB5Z*7829164*AA MOULDING (N/C)
- 1 PB5Z*7829165*AA MOULDING (N/C)
- 2 4MBZ*54280B62*A VALVE ASY - AUTO DRAIN (N/C)
- 1 TA*2*B ADHESIVE (N/C)
- 1 BB5Z*61280B62*B GRILLE ASY - VENT AIR OUTER (N/C)
- 2 08180 BRAKE CL (N/C)

FC: PART#: COUNT:
 CLAIM TYPE:
 AUTH CODE:
 145908

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
 PERFORMED TEST DRIVE VERIFIED ISSUE PERFORMED TSB #16-0166 RESEALED REAR BODY VENTS AND INSTALLED NEW VENTS AND INSTALL NEW MOULDINGS

B PERFORM FULL INTERIOR DETAIL
 00 PERFORM FULL INTERIOR DETAIL

219140 CD 99.00 99.00
 PARTS: 0.00 LABOR: 99.00 OTHER: 0.00 TOTAL LINE B: 99.00

C 100.00 DEDUCTIBLE

00 100.00 DEDUCTIBLE
 145908 CDED 0.00 0.00
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

D FREE MULTI-POINT INSPECTION
 99P FREE MULTI-POINT INSPECTION
 145908 ISP (N/C)

TIRES	LF	RF	LR	RR	WHEELS PULLED	LF	RF	LR	RR	DISCLAIMER OF WARRANTIES	DESCRIPTION	TOTALS
										Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. I understand that the Dealership is not responsible for any delays caused by unavailability of parts manufacturer, distributor or transporter. I hereby grant the Dealership permission to operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle. The Dealership is not responsible for loss or damage to the vehicle or articles in the vehicle.	LABOR AMOUNT	
											PARTS AMOUNT	
											GAS, OIL, LUBE	
											SUBLET AMOUNT	
											MISC. CHARGES	
											TOTAL CHARGES	
										LESS INSURANCE		
										SALES TAX		
										PLEASE PAY THIS AMOUNT		

Next Scheduled Maintenance Appointment Date:

Please contact us if you will reach miles prior to this date.

CUSTOMER # [REDACTED]
 [REDACTED]
 CRANBERRY TWP, PA
 HOME [REDACTED]
 BUS [REDACTED]

BAIERL FORD  **DRIVEN BETTER**
 640 South Main Street · Zelenople, PA 16063
 (724) 452-7630
 www.baierlford.com

INVOICE
 DUPLICATE 1
 PAGE 1

Service Hours:
 Monday 7:30am - 7:00pm
 Tue, Wed, Fri 7:30am - 6:00pm
 Thursday 7:30am - 6:00pm
 Saturday 7:30am - 3:00pm

SERVICE ADVISOR: 143683 ROXY RACIDPO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
2-C-GRAY	13	FORD EXPLORER	1FMSK6D84D	[REDACTED]	52741/52741	[REDACTED]	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
19OCT15 DE			17:00 14MAR17		0.00	CASH	16MAR17
R.O. OPENED	READY	OPTIONS:					
14:39 14MAR17	18:10 16MAR17	ENG:3.5_Liter_Ti-VCT TRN:AUTOMATIC					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A PERFORM FULL INTERIOR DETAIL							
00 PERFORM FULL INTERIOR DETAIL							
				219140	CD		99.00
PARTS:				0.00	LABOR:	99.00	OTHER: 0.00
						TOTAL LINE A:	99.00

B 100.00 DEDUCTIBLE							
CAUSE: EXHAUST SMELL							
00 100.00 DEDUCTIBLE							
				145908	CDED		100.00
PARTS:				0.00	LABOR:	100.00	OTHER: 0.00
						TOTAL LINE B:	100.00
CUSTOMER PAID DEDUCTIBLE FOR EXHAUST SMELL. PERFORMED TSB 16-0166							

C FREE MULTI-POINT INSPECTION							
99P FREE MULTI-POINT INSPECTION							
				145908	ISP		(N/C)
GBATT GREEN BATTERY INSPECTION							
				145908	ISP		(N/C)
GTIRE TIRE TREAD GREEN							
				145908	ISP		(N/C)
NBK NO BRAKE INSPECTION							
				145908	ISP		(N/C)
PARTS:				0.00	LABOR:	0.00	OTHER: 0.00
						TOTAL LINE C:	0.00



STATE		DISCLAIMER OF WARRANTIES		11.94	
TIRES	LF	WHEELS PULLED	LF	LABOR AMOUNT	199.00
	RF		RF	PARTS AMOUNT	0.00
	LR		LR	GAS, OIL, LUBE	0.00
	RR		RR	SUBLET AMOUNT	0.00
Next Scheduled Maintenance Appointment Date:				MISC. CHARGES	0.00
Please contact us if you will reach miles prior to this date.				TOTAL CHARGES	199.00
				LESS INSURANCE	0.00
				SALES TAX	11.94
				PLEASE PAY THIS AMOUNT	210.94

BAIERL FORD #295

CUSTOMER [REDACTED]

540 South Main Street
Zellenopsis, PA 16063
(724) 452-7530
www.baierlford.com

INVOICE

Service Hours:
Monday 7:30am - 7:00pm
Tue, Wed, Fri 7:30am - 6:00pm
Thursday 7:30am - 6:00pm
Saturday 7:30am - 3:00pm

CRANBERRY TWP, [REDACTED]

PAGE 1

SERVICE ADVISOR: 1184916 ROXY L. RACIOPPO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
2-C-GRAY	13	FORD EXPLORER	1FM5K8D84D		54783/54783	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT
15OCT15 IS			17:00 01MAY17		0.00	CASH
R.O. OPENED	READY	OPTIONS:	ENG:3.5 Liter Ti-VCT TRN:AUTOMATIC			
10:57 01MAY17	13:34 03MAY17					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CLIENT STATES THAT THEY CAN SMELL EXHAUST FUMES GETTING INTO VEHICLE							
	00	MISC					
				1185166	W	0.00	(N/C)
				1	TA*2*B ADHESIVE		(N/C)
				4	08180 BRAKE CL		(N/C)
PARTS:					0.00	LABOR:	0.00
OTHER:					0.00	TOTAL LINE A:	0.00

-PERFORMED TEST DRIVE COULD NOT VERIFY CONCERN CONTACT HOTLINE
ADVISE TO PERFORM CABIN PRESSURE CHECK ON VEHICLE REMOVED REAR BUMPER
AND PERFORMED PRESSURE CHECK SPRAYING DOWN VEHICLE WITH SOAPY WATER TO
CHECK FOR ANY LEAKS THAT EXHAUST COULD BE GETTING INTO CABIN AFTER THAT
CLEAN ENTIRE BACK OF VEHICLE AND WENT OVER ALL SEAMS AND RESEALED THEN
PERFORMED 20 MILE TEST DROVE WITH A CARBON MONOXIDE TESTER IN THE
VEHICLE TO CHECK FOR ANY SIGNS OF EXHAUST GETTING INTO VEHICLE NO SIGNS
OF ANYTHING AT THIS TIME VEHICLE FUNCTIONING AS DESIGNED

B FORD LOANER CAR							
				1185166	W	0.00	(N/C)
PARTS:					0.00	LABOR:	0.00
OTHER:					0.00	TOTAL LINE B:	0.00

C FREE MULTI-POINT INSPECTION							
				1185166	ISP	0.00	(N/C)
GBATT GREEN BATTERY INSPECTION							
				1185166	ISP	0.00	(N/C)
GBK BRAKE LINING GREEN							
				1185166	ISP	0.00	(N/C)
GTIRE TIRE TREAD GREEN							
				1185166	ISP	0.00	(N/C)
PARTS:					0.00	LABOR:	0.00
OTHER:					0.00	TOTAL LINE C:	0.00

DISCLAIMER OF WARRANTIES				DESCRIPTION	TOTALS
TIRES	LF	WHEELS PULLED	LF	LABOR AMOUNT	0.00
	RF		RF	PARTS AMOUNT	0.00
	LR		LR	GAS, OIL, LUBE	0.00
	RR		RR	SUBLET AMOUNT	0.00
				MISC. CHARGES	0.00
Next Scheduled Maintenance Appointment Date:				TOTAL CHARGES	0.00
Please contact us if you will reach miles prior to this date.				LESS INSURANCE	0.00
				SALES TAX	0.00
				PLEASE PAY THIS AMOUNT	0.00





**Service of Process
Transmittal**

07/10/2017

CT Log Number [REDACTED]

CALR

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

RE: Process Served in California

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] // To: Ford Motor Company

DOCUMENT(S) SERVED: Letter(s)

COURT/AGENCY: None Specified
Case # None Specified

NATURE OF ACTION: Letter of Intent - Threatening Litigation - Letter stating an intention to file an action because of breach of warranty arising by operation of law at the time of sale regarding 2017 Ford Explorer, VIN: 1FMSK7D83P [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Certified Mail on 07/10/2017 postmarked on 07/07/2017

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): Kendra J. Woods
Rosner, Barry & Babbitt, LLP
10085 Carroll Canyon Road, Suite 100
San Diego, CA 92131
858-348-1005

ACTION ITEMS: CT has retained the current log, Retain Date: 07/11/2017, Expected Purge Date: 07/16/2017
Image SOP
Email Notification, Chris Dzbanski cdzbanski@ford.com
Email Notification, Mary Ann Mackinnon mmackn1@ford.com

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

Rosner, Barry & Babbitt, LLP's

AUTO FRAUD
LEGAL CENTER

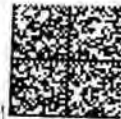
Because nobody should be cheated.

10085 Carroll Canyon Road, Suite 100
San Diego, CA 92131

CERTIFIED MAIL®
SAN DIEGO



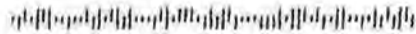
9414 7266 9904 2102 8682 79



UNITED STATES POSTAGE
PITNEY BOWES
02 1P \$ 006.56⁰
0000891083 JUL 07 2017
MAILED FROM ZIP CODE 92131

Ford Motor Company
c/o C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

90017-347630



Rosner, Barry & Babbitt, LLP's

AUTO FRAUD
LEGAL CENTER

Because nobody should be cheated.™

10085 Carroll Canyon Road, Suite 100, San Diego, CA 92131, Tel (858) 318-1005, (800) 466-5366, FAX (858) 348-1150
July 7, 2017

Via U.S. Mail

Ford Motor Company
Tax Department, Ford WHQ, Room 612
1 American Road
Dearborn, MI, 48126

Ford Motor Company
c/o C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

South Bay Ford, Inc.
5100 Rosecrans Avenue
Hawthorne, CA 90250

South Bay Ford, Inc.
c/o Gary Premeaux
5100 Rosecrans Avenue
Hawthorne, CA 90250

Re: Client: [REDACTED]
Vehicle: 2017 Ford Explorer
VIN: 1FMSK7D83H [REDACTED]

To Whom It May Concern:

Please be advised that this firm has been retained by [REDACTED] to enforce their legal rights regarding the above-referenced vehicle.

This correspondence shall confirm that my clients previously requested Ford Motor Company repurchase the above-referenced Vehicle as a "lemon." This letter shall further confirm the previous revocation of acceptance of the Vehicle identified above, due to the breach of implied warranty of merchantability, pursuant to Commercial Code section 2711, which arose by operation of law at the time of sale.

We intend to file an Action in the appropriate court of competent jurisdiction. My clients have turned this matter over to our firm. Do not, under any circumstances, attempt to contact my client or anyone else purporting to act on their behalf. Instead, send all further correspondence regarding this matter to the undersigned to further discuss these matters.

Very truly yours,


Kendra J. Woods

KJW/lf

7-14-17 10:15am

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**
Ford Motor Company, a Delaware corporation, South Bay Ford, Inc., and Does 1 through 75, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
[Redacted]

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

JUL 10 2017

Shawn R. Carter, Executive Officer/Clerk
By: [Signature] Monica Robinson, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.legalaidcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for unpaid fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** La han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto o de otro que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar el sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de programas de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.legalaidcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos sin pagar un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda disolver el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
Los Angeles Superior Court - Stanley Mosk Courthouse
111 N. Hill Street
Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Hyllen D. Rosner, SBN 109740; Kendra J. Woods, SBN 302373 (858)348-1005 / F: (858) 348-1150
Rosner, Barry & Bobbitt, LLP
10085 Carroll Canyon Road, Suite 100, San Diego, CA 92131

DATE: JUL 10 2017
Clerk, by [Signature] SHEARRI R. CARTER (Secretario) Deputy (Adjunto) Monica Robinson

For proof of service of this summons, use Proof of Service of Summons (form POS-010) or file a Declaration of Service of Summons, (POS-010).
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.

2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify): Ford Motor Company, a Delaware Corporation

under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.50 (authorized person)
 other (specify):

4. by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Print Name, Bar Number, and address) Hallan D. Resner, 109744 / Jeffrey L. Le Parc, 201787 / Kendra J. Woods, 302173 Rosner, Barry & Babbitt, LLP 10085 Carroll Canyon Road, Suite 100, San Diego, CA 92131 TELEPHONE NO: (858)348-1005 FAX NO: (858)348-1150		FOR COURTESY ONLY ORIGINAL FILED Superior Court of California County of Los Angeles JUL 10 2017 Clerk of Court, Executive Officer/Clerk By: Geoffria Robinson, Deputy
ATTORNEY FOR OPPOSING PARTY (Print Name, Bar Number, and address) Plaintiff: Russ T. & Ismael T. Turpin SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: Tonacio, et al., v. Ford Motor Company, et al.		CASE NUMBER: 
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filled with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<input type="checkbox"/> Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <input type="checkbox"/> Other PIP/DWV (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (84) <input type="checkbox"/> Product liability (26) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIP/DWV (23) <input type="checkbox"/> Non-PIP/DWV (Other) Tort <input type="checkbox"/> Business ten/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/DWV tort (35) <input type="checkbox"/> Employment <input type="checkbox"/> Wrongful termination (38) <input type="checkbox"/> Other employment (15)	<input checked="" type="checkbox"/> Contract <input type="checkbox"/> Breach of contract/untenancy (05) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <input type="checkbox"/> Real Property <input type="checkbox"/> Eminent domain/reverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (36) <input type="checkbox"/> Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Pollution re: arbitration award (11) <input type="checkbox"/> Writ of mandamus (02) <input type="checkbox"/> Other judicial review (38)	<input type="checkbox"/> Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) <input type="checkbox"/> Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <input type="checkbox"/> Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court.
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary, declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): _____

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related cases.

Date: July 10, 2017

Kendra J. Woods
(TYPE OR PRINT NAME)

NOTICE

Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code), (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.

File this cover sheet in addition to any cover sheet required by local court rules.

If this case is complex under rule 3.400 at seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.

Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page Last Modified: 01/10/17

Case No. [REDACTED] CASE NUMBER [REDACTED]

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 3 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet hearing for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently stored vehicle. |
| 2. May be filed in central (either county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office. |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 2, 4
	Uninsured Motorist (16)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1, 2, 4
Other Personal Injury/Property Damage/Wrongful Death/Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 2, 3, 4, 8
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4
Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 3	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4	

SECRET FILE: [REDACTED]	CASE NUMBER
-------------------------	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (06)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Preliminary Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 6.
	Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Disputes (not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 6.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6016 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 5. 2., 5.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 5.
Unlawful Detainer	Unlawful Detainer-Residential (37)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

Case No. [REDACTED] v. Ford Motor Company, et al. CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petitions for Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (38)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6903 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6907 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6906 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6935 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6936 Toxic Tort/Environmental	1., 2., 3., 8.
Enforcement of Judgment	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6914 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 5. 2., 8. 2., 8. 2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership/Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

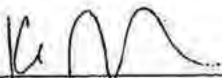
SHORT TITLE: Ford Motor Company, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 5100 W Rosecrans Avenue
CITY: Hawthorne	STATE: CA	ZIP CODE: 90250

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the central district of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: July 10, 2017


 (SIGNATURE OF ATTORNEY FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 NOTICE OF CASE ASSIGNMENT - (UNLIMITED CIVIL CASE (NON-CLASS ACTION))
 Case Number [REDACTED]

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT
 Your case is assigned for all purposes to the judge indicated below. There is more information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Debra K. Weinraub	1	534	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Meiers	12	636	Hon. Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. Teresa A. Beaudet	50	508
Hon. Richard Fruin	15	307	Hon. Michael J. Raphael	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Dason	52	510
Hon. Richard E. Rice	17	309	Hon. Howard L. Halm	53	513
Hon. Stephanie Bowick	19	311	Hon. Ernest M. Hiroshige	54	512
Hon. Dalila Corral Lyons	20	310	Hon. Malcolm H. Mackey	55	515
Hon. Robert L. Hess	24	314	Hon. Michael Johnson	56	514
Hon. Yvette M. Palazuelos	28	318	Hon. John P. Doyle	58	516
Hon. Barbara Schepel	30	400	Hon. Gregory Kenzian	61	732
Hon. Samantha Jesner	31	407	Hon. Michael L. Stern	62	600
Hon. Daniel S. Murphy	32	406	Hon. Mark Mooney	68	617
Hon. Michael P. Linfield	34	408	Hon. William F. Fahey	69	621
Hon. Gregory Alarcon	36	410	Hon. Monica Bachner	71	729
Hon. Marc Marmaro	37	413	Hon. Ruth Ann Kwan	72	731
Hon. Maureen Duffy-Lewis	38	412	Hon. Rafael Ongkeke	73	733
Hon. Elizabeth Feffer	39	415	Hon. Joseph R. Kalin	74	735
Hon. David Sotelo	40	414	Hon. Gail Ruderman Feuer	78	730
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529	Hon. Steven J. Kleinfeld	324	CCW
Hon. Frederick C. Shaller	46	506	*Provisionally Complex Non-class Action Cases Assignment is Pending Complex Determination	308	CCW
Hon. Randolph Hammock	47	507			

***Complex**

All non-class action cases designated as provisionally complex are forwarded to the Supervising Judge of the Complex Litigation Program located in the Central Civil West Courthouse (608 S. Commonwealth Ave., Los Angeles 90005), for complex/non-complex determination pursuant to Local Rule 3.3(h). This procedure is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ SHERRI R. CARTER, Executive Officer/Clerk
 By _____, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

JURY FEE - ADDRESS OF ATTORNEY DEPARTMENT (without attorney)		STATE BAR NUMBER	Place in the Court's File Box
TELEPHONE NO:		FAX NO (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name)			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – DISCOVERY RESOLUTION			CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

DATE FILED	CASE NUMBER
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

P-CR1 TITLE	CASE NUMBER
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The following parties stipulate:

Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		CASE NO. NUMBER	Plaintiff's Case No. Same
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to discuss and consider whether there can be agreement on the following:
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as