

**Address:** 1600 SHELburnE ROAD  
**City:** SOUTH BURLINGTON  
**State:** Vermont  
**Zip Code:** 05401

**CUSTOMER VEHICLE INFORMATION:**

**Warranty Start Date:** 4/02/2015

**Vehicle Year:** 2015

**Vehicle Model:** FORD

**Vehicle VIN:** 1fm5k8ar1f [REDACTED]

**Mileage:** 36858

**customer Fleet Name:** BURLINGTON POLICE

**Street Address:** [REDACTED]

**City :** BURLINGTON

**State :** Vermont

**Zip Code :** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** A03

**DETAILS OF INCIDENT:**

Medical Attention Sought

**Date of Incident:** ~~2017-07-28~~

**County incident occurred:** USA

Is customer alleging a component defect CAUSED the incident? YES

**Details:** CARBON MONOXIDE POISONING

Was a police report filed? NO

**Details :** UNSURE

Has the insurance company been contacted? NO

**Insurance company advised:** UNSURE

**Insurance company contact information:** UNSURE

**Coach builder:**

**City :**

**State :**

**Zip Code :**

**Vehicle Location:** CUSTOMER POSSESSION

**Attorney information:**

**CVO Contact:**

**Resolution Customer is seeking:** UNSURE

**Comments:** PLEASE NOTE: DATE OF INCIDENT IS UNKNOWN.

# BURLINGTON POLICE

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

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

**\*\*\*NOTE: SEND AUTHORIZATION REQUEST TO [FORDCALP@FORD.COM](mailto:FORDCALP@FORD.COM)\*\*\***

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

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

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**From:** DCPFORM, FMCDealer (.)  
**Sent:** Friday, July 28, 2017 1:13:05 PM (UTC-05:00) Eastern Time (US & Canada)  
**To:** Crdcalp, F (F.); Taylor, Alma (A.)  
**Cc:** [mleclerc@heritagevt.com](mailto:mleclerc@heritagevt.com)  
**Subject:** Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

**Email Subject:** Dealer/Fleet Request for OGC Review

**DEALER INFORMATION:**

**Dealership Fleet Name:** Heritage Ford

**Requesting Dealer Fleet:** Heritage Ford

**PA Code:** 09176

**Contact Person:** Mike LeClerc

**Title:** Service Manager

**Phone Number:** 8028658157

**Fax Number:**

**Email:** [mleclerc@heritagevt.com](mailto:mleclerc@heritagevt.com)

**Region:** A03

**Address:** 1600 SHELBURNE ROAD  
**City:** Burlington  
**State:** Vermont  
**Zip Code:** 05401  
**CUSTOMER VEHICLE INFORMATION:**  
**Warranty Start Date:** 02/20/2017  
**Vehicle Year:** 2017  
**Vehicle Model:** EXPLORER  
**Vehicle VIN:** 1FM5K8AR3HG [REDACTED]  
**Mileage:** 7033  
**customer Fleet Name:** BURLINGTON POLICE  
**Street Address:** [REDACTED]  
**City :** Burlington  
**State :** Vermont  
**Zip Code :** [REDACTED]  
**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** A03  
**DETAILS OF INCIDENT:**  
**Medical Attention Sought:**  
**Date of Incident:** 2017-07-28  
**County incident occurred:** USA  
**Is customer alleging a component defect CAUSED the incident?** YES  
**Details:** Carbon Monoxide Poisoning  
**Was a police report filed?** NO  
**Details :** unsure  
**Has the insurance company been contacted?** NO  
**Insurance company advised:** unsure  
**Insurance company contact information:**  
**Coach builder:**  
**City :**  
**State :**  
**Zip Code :**  
**Vehicle Location:** Customer Possession  
**Attorney information:**  
**CVO Contact:**  
**Resolution Customer is seeking:** unsure  
**Comments:** Note: Date of incident is unknown.

# BURLINGTON POLICE

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

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

**\*\*\*NOTE: SEND AUTHORIZATION REQUEST TO [FORDCALP@FORD.COM](mailto:FORDCALP@FORD.COM)\*\*\***

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

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

---

**From:** DCPFORM, FMCDealer (.)  
**Sent:** Friday, July 28, 2017 1:19:16 PM (UTC-05:00) Eastern Time (US & Canada)  
**To:** Ordcalp, F (F.); Taylor, Alma (A.)  
**Cc:** [mleclerc@heritagevt.com](mailto:mleclerc@heritagevt.com)  
**Subject:** Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

**Email Subject:** Dealer/Fleet Request for OGC Review

**DEALER INFORMATION:**

**Dealership Fleet Name:** Heritage Ford  
**Requesting Dealer Fleet:** Heritage Ford  
**PA Code:** 09176  
**Contact Person:** Mike LeClere  
**Title:** Service Manager  
**Phone Number:** 8028658157  
**Fax Number:**  
**Email:** [mleclerc@heritagevt.com](mailto:mleclerc@heritagevt.com)  
**Region:** A03

**Address:** 1600 Shelburne road  
**City:** SOUTH BURLINGTON  
**State:** Vermont  
**Zip Code:** 05403  
**CUSTOMER VEHICLE INFORMATION:**  
**Warranty Start Date:** 02/20/2017  
**Vehicle Year:** 2017  
**Vehicle Model:** Explorer  
**Vehicle VIN:** 1FM5K8AR5HC [REDACTED]  
**Mileage:** 6324  
**customer Fleet Name:** Burlington Police  
**Street Address:** [REDACTED]  
**City :** Burlington  
**State :** Vermont  
**Zip Code :** [REDACTED]  
**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** A03  
**DETAILS OF INCIDENT:**  
**Medical Attention Sought:**  
**Date of Incident:** 2017-07-28  
**County incident occurred:** usa  
**Is customer alleging a component defect CAUSED the incident?** YES  
**Details:** Carbon Monoxide Poisoning  
**Was a police report filed?** NO  
**Details :** unsure  
**Has the insurance company been contacted?** NO  
**Insurance company advised:** unsure  
**Insurance company contact information:**  
**Coach builder:**  
**City :**  
**State :**  
**Zip Code :**  
**Vehicle Location:** Customer Possession  
**Attorney information:**  
**CVO Contact:**  
**Resolution Customer is seeking:** unsure  
**Comments:** Please note the incident date is unknown.



Toll Free Nationwide  
1-888-595-9111  
www.AttorneysForConsumers.com



**Weisberg**  
Consumer Law Group, P.A.

Corporate Office:  
5846 S. Flamingo Road, #290  
Cooper City, FL 33330  
954-212-2184 | 866-577-0963 Facsimile

North Carolina Office

822 Camborne Place  
Charlotte NC 28210

extension: 260  
E-mail: [HDowd@AFCLaw.com](mailto:HDowd@AFCLaw.com)

South Carolina Office

822 Camborne Place  
Charlotte NC 28210

Writer licensed in:  
North Carolina;  
South Carolina

August 10, 2017

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

Re: [REDACTED] v. Ford Motor Company  
Our Client: [REDACTED]  
Your Client: Ford Motor Company  
Vehicle: 2015 Ford Explorer  
VIN: 1FM5K7D83EC [REDACTED]  
Our File Number: [REDACTED]

RECEIVED

Dear Sir/Madam:

Kia Motors America Inc. was first given notice of our client's claims on or about May 27, 2016. Despite the passage of two weeks, we have not received a response.

We would prefer to resolve this matter amicably without having to initiate litigation. Should you wish to enter a negotiated settlement to our client's claims and avoid further expense, please contact us as soon as possible. We will delay the filing of our client's complaint appropriately to that end.

Best regards,

Holly Dowd  
Attorney at Law

HD/js

NC

Toll Free Nationwide  
1-888-595-9111  
www.AttorneysForConsumers.com



Corporate Office  
5846 S. Flamingo Road, #290  
Corporate City, FL 33330  
(954) 212-2184 • (866) 577-0967 (toll-free)

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822 Camborne Place  
Charlotte NC 28210

extension: 200  
E-mail: [HHDown@aek-law.com](mailto:HHDown@aek-law.com)

South Carolina Office  
822 Camborne Place  
Charlotte NC 28210

Writer licensed in:  
North Carolina;  
South Carolina

July 27, 2017

Office of  
Consumer Claims

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

RECEIVED

Re: [REDACTED] v. Ford Motor Company  
Our Client: [REDACTED]  
Your Client: Ford Motor Company  
Vehicle: 2015 Ford Explorer  
VIN: 1FM5K7D83FC [REDACTED]  
Our File Number: [REDACTED]

Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act, the State Lemon Law and/or the Uniform Commercial Code with regard to the above-listed vehicle.

Having been formally notified of our representation, we respectfully demand you not contact our client for any reason. Instead, please direct all future contact and correspondence to this office, and further, please consider this letter express and unequivocal revocation of any permission our client may have provided you to call them. We reserve the right to seek injunctive relief against you should you fail to honor these directives.

Enclosed please find the sales and repair records in our client's possession. As these records show, our client paid an extraordinary sum of money for a vehicle riddled with numerous non-conformities that cause a substantial impairment of the use, value and/or safety of the vehicle. The primary non-conformities include but are not limited to:

1. Defective transmission;
2. Defective suspension;
3. Defective electrical system/battery;
4. Defective exhaust; and,
5. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

These non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same. Specifically, when you chose to bind our client to a written warranty limiting all remedies to repair or replacement of defective parts, you undertook the legal obligation to perform effective repairs within a reasonable amount of time. The inordinate amount of incompetent repairs within the applicable warranty period shows you failed to satisfy this obligation. Under basic principles of good faith, this means your limited remedy failed of its essential purpose. This failure caused harm for which our client intends to seek redress.

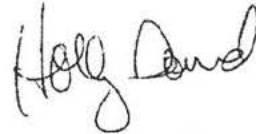
To avoid the need for litigation, we respectfully demand that you take this vehicle back, return all funds paid towards the vehicle, cancel all applicable contracts, and provide compensation for the damages sustained to date, including our client's attorneys' fees pursuant to the fee-shifting provisions of the Magnuson-Moss Warranty Act and/or Lemon Law. In exchange for meeting this demand, our client will waive all loss of use and aggravation and inconvenience damages sustained to date.

This letter also constitutes notice under U.C.C. § 2-711(3) of our client's security interest in the vehicle for return of the total amount above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client has the right to hold the vehicle and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. In addition, although our client requires return of the monies identified above before substitute goods can be acquired, our client reserves the right to mitigate all parties' damages by cover and reserves the right to claim such damages here. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies. If the seller (or, if applicable the assignee, or any creditor subject to the FTC Holder Rule) has filed a financing statement covering the goods, I demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since our client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) for any loss caused our client by your failure. Please also consider this letter prior direct written notification of the defects within our client's vehicle and of our client's intent to pursue a claim pursuant to the State Lemon Law. If and only if you have "final opportunity rights" under said statute, and wish to exercise said rights, you are hereby directed to contact this office within fourteen (14) days.

In conclusion, we urge you to realize that a quick resolution of this matter will save all parties a great deal of time, money and effort. To this end, although we believe the above demands are reasonable, our client remains open-minded to a diminution in value settlement, or any other suggestions for an equitable resolution you may have. I thus encourage you to contact this office at your earliest convenience

with an offer for resolution. Should you fail to do so in a timely manner, we will assume you do not seek amicable resolution and will file a claim in a court of law seeking all actual and exemplary damages available.

Best regards,

A handwritten signature in black ink that reads "Holly Dowd". The signature is written in a cursive, flowing style.

Holly Dowd  
Attorney at Law

HD/cb

cc: [REDACTED]

07/25/2017  
17:31:17

SUMMARY HISTORY DISPLAY

CUSTOMER NAME ( [REDACTED] ) SERIAL NO. 1FM5K7D83FC [REDACTED]  
TOTAL R/O'S 17 TOTAL SERV. DAYS 42 MAKE FT FORD TRUCK

LN#	RO.NO.	RO. DATE..	MILES.	ADV/TECH	J#	T	OPERATION CODE.	DESCRIPTION.....
1	[REDACTED]	06/26/2017	42645	A 56804				
				T 44468	1	I	20FOZ	DRIVEABILITY
				T 44468	2	C	02FOZ99P	MULTI POINT INSP
2	[REDACTED]	06/06/2017	41785	A 56804				
				T 44468	1	W	11FOZ	TRANS CONCERN
				T 44468	2	C	02FOZ99P	MULTI POINT INSP
3	[REDACTED]	05/22/2017	41625	A 56804				
				T 42428	1	C	20FOZ	DRIVEABILITY
				T 42428	2	C	02FOZ99P	MULTI POINT INSP
4	[REDACTED]	05/19/2017	41229	A 56804				
				T 42428	1	I	11FOZ	TRANS CONCERN
				T 42428	2	C	20FOZ	DRIVEABILITY
				T 42428	3	C	02FOZ99P	MULTI POINT INSP
				T 42428	4	C	20FOZ-1	DRIVEABILITY-MIS
5	[REDACTED]	05/13/2017	41095	A 63681				
				T 48900	1	C	99FOZWRKS	THE WORKS-GAS EN
				T 48900	2	C	61FOZ	NCSI
				T 48900	3	C	99FOZQ99P	MULTIPOINT INSPE
				T 48900	4	C	10FOZCF	REPLACE CABIN FI
				T 48900	5	C	99FOZGBATT	GREEN BATTERY
				T 48900	6	C	99FOZGBK	GREEN BRAKES
				T 48900	7	C	99FOZYTIRE	YELLOW TIRE
6	[REDACTED]	12/30/2016	35325	A 54442				
				T 48900	1	C	99FOZWRKS	THE WORKS-GAS EN
				T 48900	2	C	99FOZQ99P	MULTIPOINT INSPE
				T 48900	3	C	99FOZGBATT	GREEN BATTERY
				T 48900	4	C	99FOZGBK	GREEN BRAKES
				T 48900	5	C	99FOZGTIRE	GREEN TIRES
7	[REDACTED]	09/02/2016	29897	A 47227				
				T 38761	1	I	01FOZ-0030K	30,000 MILE SERV
				T 38761	2	C	99FOZQ99P	MULTIPOINT INSPE
				T 38761	3	C	99FOZGBATT	GREEN BATTERY
				T 38761	4	C	99FOZGBK	GREEN BRAKES
				T 38761	5	C	99FOZGTIRE	GREEN TIRES
8	[REDACTED]	06/29/2016	24678	A 47227				
				T 35964	1	I	99FOZWRKS	THE WORKS-GAS EN
				T 35964	2	C	99FOZQ99P	MULTIPOINT INSPE
				T 35964	3	C	99FOZGBATT	GREEN BATTERY
				T 35964	4	C	99FOZGBK	GREEN BRAKES
				T 35964	5	C	99FOZGTIRE	GREEN TIRES
9	[REDACTED]	05/27/2016	23655	A 53535				
				T 33465	1	C	61FOZ	NCSI
				T 33465	2	C	99FOZQ99P	MULTIPOINT INSPE
10	[REDACTED]	04/23/2016	22248	A 30771				
				T 32487	1	W	20FOZ	DRIVEABILITY
				T 32487	2	I	30FOZ-CHAS/SUSP	DIAGNOSE SUSPENS
				T 32487	3	C	02FOZ99P	MULTI POINT INSP
11	[REDACTED]	03/16/2016	20079	A 30771				
				T 36925	1	W	14FOZXBATT	BATTERY CONCERN
				T 36925	2	C	02FOZ99P	MULTI POINT INSP

07/25/2017  
17:31:17

SUMMARY HISTORY DISPLAY

3651  
PAGE 2

CUSTOMER NAME  
TOTAL R/O'S

17

TOTAL SERV. DAYS 42

SERIAL NO. 1FM5K7D83FG

MAKE FT FORD TRUCK

LN#	RO.NO.	RO. DATE..	MILES.	ADV/TECH	J#	T	OPERATION CODE.	DESCRIPTION.....
				T	36925	3	C 99FOZGBATT	GREEN BATTERY
				T	36925	4	C 99FOZGBK	GREEN BRAKES
				T	36925	5	C 99FOZGTIRE	GREEN TIRES
12		03/15/2016	20036	A	49537			
				T	38761	1	I 99FOZWRKS	THE WORKS-GAS EN
				T	38761	2	C 99FOZQ99P	MULTIPOINT INSPE
				T	38761	3	C 99FOZRBATT	RED BATTERY
				T	38761	4	C 99FOZGBK	GREEN BRAKES
				T	38761	5	C 99FOZGTIRE	GREEN TIRES
13		11/04/2015	15021	A	33466			
				T	35964	1	I 01FOZ-0015K	15,000 MILE SERV
				T	35964	2	C 99FOZQ99P	MULTIPOINT INSPE
				T	35964	3	C 99FOZGBATT	GREEN BATTERY
				T	35964	4	C 99FOZGBK	GREEN BRAKES
				T	35964	5	C 99FOZGTIRE	GREEN TIRES
14		08/03/2015	10009	A	34485			
				T	35964	1	I 01FOZ-0010K	10,000 MILE SERV
				T	35964	2	C 99FOZQ99P	MULTIPOINT INSPE
				T	35964	3	C 99FOZGBATT	GREEN BATTERY
				T	35964	4	C 99FOZGBK	GREEN BRAKES
				T	35964	5	C 99FOZGTIRE	GREEN TIRES
15		07/09/2015	8512	A	37877			
						1	C 72FOZRENTAL	SERVICE RENTAL
						2	C 58FOZ	BODY REPAIR
16		05/07/2015	4928	A	34485			
				T	39265	1	I 01FOZ-0005K	5,000 MILE SERVI
				T	39265	2	C 99FOZQ99P	MULTIPOINT INSPE
				T	39265	3	C 99FOZGBATT	GREEN BATTERY
				T	39265	4	C 99FOZGBK	GREEN BRAKES
				T	39265	5	C 99FOZGTIRE	GREEN TIRES
17		12/17/2014		5	A	27567		
				T	25705	1	I 59FOZ	PRE-DELIVERY INS
				T	25705	2	I 61FOZ	NCSI

**NORTH CAROLINA VEHICLE RETAIL INSTALLMENT CONTRACT**

**DATE** 01/08/2015

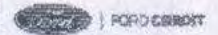
Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) Wake Forest, NC N/A	<b>CREDITOR (Seller Name and Address)</b> Crossroads Ford of Wake Forest, Inc 8921 CAPITAL BOULEVARD WAKE FOREST, NC 27587
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle described in this contract for cash or on credit. The cash price is shown on Page 2 as "Cash Sale Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract.

If this is a personal use contract as indicated below, then this sale is a CONSUMER CREDIT SALE.

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you	<b>Amount Financed</b> The amount of credit provided to you or on your behalf	<b>Total of Payments</b> The amount you will have paid when you have made all scheduled payments	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment
4.99 %	\$ 5,787.58	\$ 34,471.42	\$ 40,268.00	of \$ 0.00 \$ 40,268.00

1-800-727-7000



www.fordcredit.com

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
75	\$ 530.00	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually Starting 01/22/2015

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.  
**Security Interest:** You are giving a security interest in the vehicle being purchased.  
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$6.00, whichever is less.  
**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.

**COMMERCIAL USE CONTRACT LATE PAYMENT:** If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

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.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
New	22	2015 Ford	Explorer	1FMSK7D83F [REDACTED]	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In	2010 Ford Year and Make	\$ 14,000.00 Gross Allowance	\$ 20,278.00 Amount Owning
----------	----------------------------	---------------------------------	-------------------------------

**ITEMIZATION OF AMOUNT FINANCED**

1. Cash Sale Price		\$ 30,513.42 (1)
2. Down Payment		
Third Party Rebate Assigned to Creditor		\$ 2,000.00
Cash Down Payment		\$ 1,300.00
N/A		\$ N/A
Trade-In (description above)		\$ -8,278.00
Total Down Payment		\$ 0.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)		\$ 30,513.42 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Public Officials		
(i) for license, title & registration fees \$ 74.00;		
(ii) for filing fees \$ N/A;		
(iii) for taxes (not in Cash Sale Price) \$ N/A		\$ 74.00
To Insurance Companies for:		
Credit Life Insurance		\$ N/A
Credit Disability Insurance		\$ N/A
N/A		\$ N/A
N/A		\$ N/A
To SUNTRUST	for Net Trade-In Payoff	\$ 2,978.00
To American Heritage Insurance Se	for GAP Waiver	\$ 248.00
To Crossroads Ford of Wake Forest, Inc	for Documentary Fee	\$ 599.00
To Crossroads Ford of Wake Forest, Inc	for DMV Proc Fee	\$ 58.00
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
Total		\$ 3,058.00 (4)
5. Amount Financed (3 plus 4)		\$ 34,471.42 (5)

**Debt Cancellation Waiver Addendum (Optional)**

Purchase of the debt cancellation waiver is optional and not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. By signing below you agree to purchase the debt cancellation waiver for the price set forth on this contract in the Itemization of Amount Financed under section 4.

**A** [REDACTED]  
Buyer Signs

True and Accurate Completed Copy - UCC Non-Authoritative Copy

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

<b>Credit Life</b>	_____ Insurance Company You want Credit Life Insurance.	\$	_____ Premium	_____	_____ Insured(s)																
	_____ Buyer Signs		_____ Co-Buyer Signs																		
<b>Credit Disability</b>	_____ Insurance Company You want Credit Disability Insurance.	\$	_____ Premium	_____	_____ Insured(s)																
	_____ Buyer Signs		_____ Co-Buyer Signs																		
<b>Other Optional Insurance</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">Coverage</th> <th style="width:35%;">Insurance Company</th> <th style="width:15%;">Premium</th> <th style="width:25%;">Term in Months</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> </tbody> </table> You want the optional insurance for which premiums are included above.	Coverage	Insurance Company	Premium	Term in Months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
Coverage	Insurance Company	Premium	Term in Months																		
N/A	N/A	N/A	N/A																		
N/A	N/A	N/A	N/A																		
N/A	N/A	N/A	N/A																		
	_____ Buyer Signs		_____ Co-Buyer Signs																		

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

**Anti-Theft Product (Optional)**

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

_____	\$	_____	Term	_____	_____
N/A		N/A		N/A	N/A
N/A		N/A		N/A	N/A
N/A		N/A		N/A	N/A
_____ Buyer Signs		_____ Co-Buyer Signs			

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UCC Non-Authenticative Copy - True and Accurate Completed Copy

## ADDITIONAL AGREEMENT

**A. Payments:** You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

**B. Security Interest:** You give the creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

**C. Use of Vehicle - Warranties:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

**D. Vehicle Insurance:** You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

**E. Returned Insurance Premiums and Service Contract Charges:** This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

**F. Returned Check Charge:** Creditor may charge and You agree to pay a processing fee of \$25.00 for each check that is dishonored for insufficient funds or no account with the bank.

**G. Default:** You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

**H. Repossession:** If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in the vehicle when repossessed and hold them for you.

**I. Your Right to Redeem:** If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

**J. Disposition of Motor Vehicle:** If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left (surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

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**K. Collection Costs:** Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

**L. Consumer Reports:** You authorize the Assignee to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

**M. Servicing and Collection:** You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

**N. Applicable Law:** You agree that this contract will be governed by the laws of the state of North Carolina.

**O. General:** This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

If the last installment payment under this contract is a balloon payment, Assignee has assigned to QI Exchange, in its capacity as Assignee's qualified intermediary, its rights (but not its obligations) with respect to the purchase and sale of this vehicle.

Seller may transfer this contract to another person. That person will have all of Seller's rights, privileges and remedies ("Assignee"). Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

**P. Electronic Records and Signatures and Conversion to Paper:** You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

There will be one authoritative copy of this contract. It will be the electronic copy in a document management system the Creditor designates for storing it.

The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

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True and Accurate Completed Copy - UCC Non-Authoritative Copy



**READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY****ARBITRATION**

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either You or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue; 3) Claims between You and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

**RIGHTS YOU AND WE AGREE TO GIVE UP**

If either You or we choose to arbitrate a Claim, then You and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

**RIGHTS YOU AND WE DO NOT GIVE UP:** If a Claim is arbitrated, You and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 ([www.adr.org](http://www.adr.org)), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. We will pay your total reasonable arbitration filing, administration, service or case management fee and your arbitrator or hearing fee (collectively "Filing Fee") in excess of \$200.00. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. We will pay the whole Filing Fee if we demand arbitration first. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. Except, however, if a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. Notwithstanding any other provision of this arbitration provision, the validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

**NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.\***

**Used Motor Vehicle Buyers Guide.** If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle.

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

**Guia para compradores de vehiculos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.**

\*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

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

Buyer Signs

Co-Buyer Signs

E

N/A

**YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.**

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

**SPACE FOR THE BUYER**

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

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

F

F

N/A

Buyer Signs

Co-Buyer Signs

Seller

Crossroads Ford of Wake Forest, Inc

By

G

Title

F&I MGR

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

**GUARANTY**

To cause the Seller to sell the vehicle described in this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed paper copy of this contract and this Guaranty at the time of electronically signing.

Guarantor

N/A

Address

N/A

Guarantor

N/A

Address

N/A

True and Accurate Completed Copy - UCC Non-Authoritative Copy



# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191



CELL [REDACTED]

CUSTOMER NO.	ADVISOR CHAUNTIA GILCHRIST 34485	TAG NO.	INVOICE DATE 05/07/15
LABOR RATE	LICENSE NO.	MILEAGE 4,928	COLOR DK SIDE/CHA
YEAR / MAKE / MODEL 15 / FORD TRUCK / EXPLORER / 4DR FWD XLT	STOCK NO. T50062	DELIVERY DATE 01/08/15	DELIVERY PERIOD 22
VEHICLE ID. NO. 1FM5K7D83FG	SELLING DEALER NO.	PRODUCTION DATE	
F.T.E. NO.	P.O. NO.	P.O. DATE 05/07/15	
COMMENTS	MO: [REDACTED]		

LABOR & PARTS  
 JOB # 1 01FOZ0005K 5,000 MILE SERVICE TECH(S) 39265 INTERNAL  
 PERFORM 5,000 MILE SERVICE.  
 OIL CHANGE AND TIRE ROTATION  
 ROUTINE MAINTENANCE  
 5,000 MILE SERVICE COMPLETED.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	PKQ5006	OIL SERVICE	INTERNAL
JOB # 1	6	XO-5W20-DSP	OIL - ENGINE	INTERNAL
JOB # 1	1	SAE-5W20 ASI-GF5	FILTER ASY	INTERNAL
JOB # 1 TOTAL PARTS				0.00
JOB # 1 TOTAL LABOR & PARTS				0.00

**Service Charge:** The Service Charge Dealer's overhead costs including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs delayed by the Service Charge. The Service Charge is not a government-required fee.

As part of our effort to provide a superior level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW**, by signing this form, you give this Dealership **PERMISSION** to contact you (either personally, via text messages or with pre-recorded telemarketing messages) at the telephone numbers (which may include wireless phone numbers), fax number and/or e-mail address listed. This **AUTHORIZATION** allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

Please do not contact me as provided above.

JOB # 2 99FOZ0999 MULTIPPOINT INSPECTO TECH(S) 39265 0.00  
 PERFORM MULTIPPOINT INSPECTION  
 WHEN APPLICABLE RESET OIL CHANGE SETTING, SET TIRE PRESSURES.  
 APPLY OIL CHANGE STICKER ALWAYS.  
 MAINT  
 COMPLETED MULTIPPOINT INSPECTION.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2 TOTAL PARTS				0.00
JOB # 2 TOTAL LABOR & PARTS				0.00

JOB # 3 09FOZ0999 GREEN BATTERY TECH(S) 39265 0.00  
 BATTERY  
 OK AT THIS TIME.

JOB # 4 99FOZ06BK GREEN BRAKES TECH(S) 39265 0.00  
 BRAKE LININGS ARE OK AT THIS TIME.  
 MAINT  
 BRAKE LININGS ARE OK AT THIS TIME.

JOB # 5 99FOZ02TIRE GREEN TIRES TECH(S) 39265 0.00  
 TIRE TREAD DEPTH IS OK AT THIS TIME  
 MAINT  
 TIRE TREAD AND WEAR IS OK AT THIS TIME.

**ARBITRATION REQUIRED BY THIS AGREEMENT:**  
 The parties agree that instead of litigation in a court, any dispute, controversy, or claim arising out of or relating to the parts provided, service or repair of the subject motor vehicle or to this Agreement or to any other document or agreement between the parties relating to the subject motor vehicle shall be settled by binding arbitration pursuant to the Uniform Arbitration Act in effect in the state and no more than thirty miles from the dealership's physical location, and shall be conducted by a single arbitrator who shall also be licensed to practice law in the state the arbitration is to be held. Each party will pay its own costs. Any award rendered by the arbitrator may be entered in any court having jurisdiction.

Customer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises the entire agreement between Customer and Dealer relating to these repairs or other matters referred to on the front or back side of this document.

X \_\_\_\_\_  
 Signature  
 Please see reverse side.

The Service and Parts are provided by Crossroads Ford of Wake Forest, Inc. (919) 556-3191

# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191



CUSTOMER NO.	ADVISOR CHAUNTIA GILCHRIST 34485	SALES REP.	INVOICE DATE 05/07/15
LABOR RATE	LICENSE NO.	MILEAGE 4,928	COLOR DK SIDE/CHA
YEAR / MAKE / MODEL 15/FORD TRUCK/EXPLORER/4DR FWD XLT	STOCK NO. T50062	DELIVERY DATE 01/08/15	DEALER PI/CLERK 22
VEHICLE I.D. NO. 1FM5K7D83FC	SELLING DEALER NO.	PRODUCTION DATE	
R.T.E. NO.	R.O. NO.	R.O. DATE 05/07/15	
COMMENTS			

JOB # 5 TOTAL PARTS 0.00  
JOB # 5 TOTAL LABOR & PARTS 0.00

COMMENTS  
DROP (1ST SERVICE)

TOTALS

THANK YOU FOR TRUSTING CROSSROADS FORD TO SERVICE YOUR VEHICLE. PLEASE CONTACT TONY MCCARTHY, SERVICE MANAGER, AT (919) 435-5134 OR TONY.MCCARTHY@CROSSROADSCARS.COM IF YOU CANNOT GRADE US "COMPLETELY SATISFIED", AS ALWAYS AN HONOR.

CASH ( ) CHECK ( ) CHECK# ( )  
VISA ( ) M/C ( ) AMEX ( ) DISC ( )  
CHARGE ( )

TOTAL LABOR... 0.00  
TOTAL PARTS... 0.00  
TOTAL SUBLET... 0.00  
TOTAL G.O.G... 0.00  
TOTAL MISC CHG... 0.00  
TOTAL MISC DISC... 0.00  
TOTAL TAX... 0.00

**TOTAL INVOICE \$ 0.00**

**Service Charge.** The Service Charge covers the Dealer's overhead costs, including but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs defrayed by the Service Charge. The Service Charge is not a government-required fee.

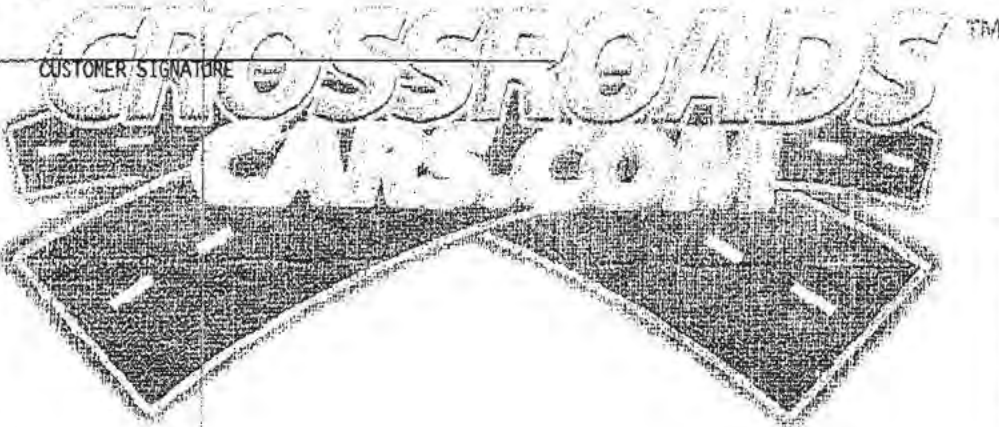
As part of our effort to provide a superior level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW** by signing this form, you give this Dealership **PERMISSION** to contact you (either personally, via text messages or with pre-recorded telemarketing messages) at the telephone numbers (which may include wireless phone numbers), fax number, and/or e-mail address listed. This **AUTHORIZATION** allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

Please do not contact me as provided above.

**ARBITRATION REQUIRED BY THIS AGREEMENT:** The parties agree that instead of litigation in a court, any dispute, controversy, or claim arising out of or relating to the parts provided, service or repair of the subject motor vehicle or to this Agreement or to any other document or agreement between the parties relating to the subject motor vehicle shall be settled by binding arbitration pursuant to the Uniform Arbitration Act in effect in the state and no more than thirty miles from the dealership's physical location, and shall be conducted by a single arbitrator who shall also be licensed to practice law in the state the arbitration is to be held. Each party will pay its own costs. Any award rendered by the arbitrator may be entered in any court having jurisdiction.

Customer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises the entire agreement between Customer and Dealer relating to these repairs or other matters referred to on the front or back side of this document.

X \_\_\_\_\_  
Signature  
Please see reverse side.





# CROSSROADS FORD OF WAKE FOREST

PO Box 2089  
WAKE FOREST, NC 27588  
(919) 556-3191



CELL: [REDACTED]

NAME: [REDACTED]

ADDRESS: [REDACTED]

TECH(S): ANTHONY GUTIERREZ 49537

LABOR RATE: [REDACTED] LICENSE NO: [REDACTED] MAKE: 20,036 COLOR: DK SIDE/CHA

YEAR/MAKE/MODEL: 15/FORD TRUCK/EXPLORER/4DR FWD XLT

DELIVERY DATE: 01/08/15

VEHICLE ID NO: 1FM5K7D83F

SELLING OFFER DATE: 03/15/16

REPRINT# 1

NO: [REDACTED]

LABOR & PARTS

J# 1: 99F02WRKS THE WORKS GAS ENGINE TECH(S): 38761 INTERNAL

PERFORM THE WORKS OIL CHANGE, TIRE ROTATION AND MULTIPPOINT INSPECTION. CHARGE TO SALES PER CAMERON MAINT  
COMPLETED OIL CHANGE, TIRE ROTATION AND MULTIPPOINT INSPECTION

JOB #	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	PK06006	OIL SERVICE	INTERNAL
JOB # 1	6	XD15M20 DSP	OIL - ENGINE	INTERNAL
JOB # 1	1	SAE15W20 ASI-GF5	FILTER ASY	INTERNAL
JOB # 1 TOTAL PARTS				0.00
JOB # 1 TOTAL LABOR & PARTS				0.00

J# 2: 99FDZ099P MULTIPPOINT INSPECTIO TECH(S): 38761 0.00

PERFORM MULTIPPOINT INSPECTION WHEN APPLICABLE RESET OIL CHANGE SETTING, SET TIRE PRESSURES. APPLY OIL CHANGE STICKER ALWAYS. MAINT  
COMPLETED MULTIPPOINT INSPECTION.

JOB #	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2 TOTAL LABOR & PARTS				0.00

J# 3: 99F02BEN OIL CHG & TIRE ROTATION TECH(S): 38761 0.00

PERFORM OIL CHANGE AND TIRE ROTATION AT THIS TIME.

JOB #	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3 TOTAL LABOR & PARTS				0.00

J# 4: 99F02BEN GREEN BRAKES TECH(S): 38761 0.00

BRAKE LININGS ARE OK AT THIS TIME. MAINT  
BRAKE LININGS ARE OK AT THIS TIME.

JOB #	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 4 TOTAL PARTS				0.00
JOB # 4 TOTAL LABOR & PARTS				0.00

J# 5: 99F02GTTRE GREEN TIRES TECH(S): 38761 0.00

TIRE TREAD DEPTH IS OK AT THIS TIME. MAINT  
TIRE TREAD AND WEAR IS OK AT THIS TIME.

JOB #	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 5 TOTAL LABOR & PARTS				0.00

**Service Charge.** The Service Charge is the Dealer's overhead costs, including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to show all of the costs absorbed by the Service Charge. The Service Charge is not a government-required fee.

As part of our effort to provide a superior level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW** by signing this form, you give this Dealership **PERMISSION** to contact you (either personally, via text messages or with prerecorded telemarketing messages) at the telephone numbers (which may include wireless phone numbers), fax number and/or e-mail address listed. This **AUTHORIZATION** allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

Please do not contact me as provided above.

**ARBITRATION REQUIRED BY THIS AGREEMENT:**  
The parties agree that instead of litigation in a court, any dispute, controversy or claim arising out of or relating to the parts provided, service or repair of the subject motor vehicle or to this Agreement or to any other document or agreement between the parties relating to the subject motor vehicle shall be settled by binding arbitration pursuant to the Uniform Arbitration Act in effect in the state and no more than thirty miles from the dealership's physical location, and shall be conducted by a single arbitrator who shall also be licensed to practice law in the state the arbitration is to be held. Each party will pay its own costs. Any award rendered by the arbitrator may be entered in any court having jurisdiction.

Customer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises the entire agreement between Customer and Dealer relating to these repairs or other matters referred to on the front or back side of this document.

X \_\_\_\_\_  
Signature  
Please see reverse side.

SF677962 D (08/14)

THE SERVICE AND REPAIRS CUSTOMER AGREEMENT CCT18033 D (08/14)

PAGE 2 OF 2      CUSTOMER COPY      END OF INVOICE | 09:53am

Arbitration Act in effect in the state and no more than thirty miles from the dealership's physical location and shall be conducted by a single arbitrator who shall also be licensed to practice law in the state the arbitration is to be held. Each party will pay its own costs. Any award rendered by the arbitrator may be entered in any court having jurisdiction.

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X \_\_\_\_\_  
Signature  
Please see reverse side.

SF677962 D (08/14)





# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191



CUSTOMER NO.	ADVISOR <b>JOHN WILHELM</b>	TWO NO.	INVOICE DATE <b>04/23/16</b>
LABOR RATE	LICENSE NO.	AMILEAGE <b>22,248</b>	COLOR <b>DK SIDE/CHA</b>
YEAR / MAKE / MODEL <b>15/FORD TRUCK/EXPLORER/4DR FWD XLT</b>	DELIVERY DATE <b>01/08/15</b>	STOCK NO. <b>T50062</b>	DELIVERY MILE
VEHICLE I.D. NO. <b>LFMSK7D83F</b>	SELLING DEALER NO.	PRODUCTION DATE	
P.O. NO.	P.O. NO.	P.O. DATE <b>04/23/16</b>	

**LABOR & PARTS**

**J# 1 20FOZ DRIVEABILITY** TECH(S) 32487

C/S VEHICLE HAS AN ODOOR WHILE ACCELERATING ON THE HIGHWAY. SOP VERIFIED ODOOR IN VEHICLE WHILE DRIVING. PER TSB 14-0130 REPROGRAMMED HVAC MODULE, REPLACED AIR EXTRACTORS, BOTH REAR FENDER MOLDINGS, SEALED THE BOD AND INSTALLED LIFTGATE DRAINS. TEST DROVE VEHICLE. NO FURTHER ODOORS PRESENT AT THIS TIME.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	885Z-61280862-B	GRILLE ASY -	
JOB # 1	1	885Z-7829164-AA	MOLDING	
JOB # 1	1	885Z-7829165-AA	MOLDING	
JOB # 1	1	488Z-54280862-A	VALVE ASY - A	
JOB # 1	1	TA-2-B	ADHESIVE	
JOB # 1	1	488Z-54280862-A	VALVE ASY - A	
<b>JOB # 1 TOTAL PARTS</b>				<b>0.00</b>
<b>JOB # 1 TOTAL LABOR &amp; PARTS</b>				<b>0.00</b>

**J# 2 30FOZ CHASSIS SUSP DIAGNOSE SUSPENSION** TECH(S) 32487

C/S WHILE GOING OVER BUMPS VEHICLE HAS A NOISE FROM THE FRONT ENDS. C/A

TEST DROVE VEHICLE. COULD NOT DUPLICATE CONCERN AT THIS TIME. BESIDES NORMAL SUSPENSION NOISE OVER BUMPS. RAISED VEHICLE ON JACK AND CHECKED A/R SUSPENSION. COULD NOT FIND ANY LOOSE OR DAMAGED COMPONENTS. NO REPAIRS MADE AT THIS TIME.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
<b>JOB # 2 TOTAL PARTS</b>				<b>0.00</b>
<b>JOB # 2 TOTAL LABOR &amp; PARTS</b>				<b>0.00</b>

**J# 3 02FOZ99** TECH(S) 32487

MULTIPOINT INSPECTION

WHEN APPLICABLE RESET OIL CHANGE SETTING. SET TIRE PRESSURES. APPLY OIL CHANGE STICKER ALWAYS.

MULTI POINT INSPECTION COMPLETED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
<b>JOB # 3 TOTAL PARTS</b>				<b>0.00</b>
<b>JOB # 3 TOTAL LABOR &amp; PARTS</b>				<b>0.00</b>

COMMENTS  
DROP JW

**Service Charge** The Service Charge defrays Dealer's overhead costs, including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs defrayed by the Service Charge. The Service Charge is not a government-required fee.

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X \_\_\_\_\_  
Signature  
Please see reverse side.

The Reynolds and Reynolds Company FORM 1100L C711853 Q (08/14)



# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191



CUSTOMER NO.	ADV/SOR	TAG NO.	REG. EXPIRE DATE
[REDACTED]	JOHN WILHELM	30771	04/23/16
LABOR RATE	LICENSE NO.	MILEAGE	COLOR
[REDACTED]	[REDACTED]	22,248	DK SIDE/CHA
YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILE	
15/FORD TRUCK/EXPLORER/4DR FWD XLT	01/08/15	150062	
VEHICLE ID NO.	SELLING DEALER NO.	PRODUCTION DATE	
1FMSK7D83E	[REDACTED]		
P.T.E. NO.		R.O. DATE	
		04/23/16	
COMMENTS			

TOTALS		
THANK YOU FOR TRUSTING CROSSROADS FORD TO SERVICE YOUR VEHICLE. PLEASE CONTACT TONY MCCARTHY, SERVICE MANAGER, AT (919) 435-5134 OR TONY.MCCARTHY@CROSSROADSCARS.COM IF YOU CANNOT GRADE US "COMPLETELY SATISFIED". AS ALWAYS AN HONOR.	TOTAL LABOR.....	0.00
CASH ( ) CHECK ( ) CHECK# ( )	TOTAL PARTS.....	0.00
VISA ( ) M/C ( ) AMEX ( ) DISC ( )	TOTAL SUBLET....	0.00
CHARGE ( )	TOTAL G.O.G....	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00
	<b>TOTAL INVOICE \$</b>	<b>0.00</b>

**Service Charge.** The Service Charge delays Dealer's overhead costs, including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs delayed by the Service Charge. The Service Charge is not a government-required fee.

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Signature: \_\_\_\_\_  
Please see reverse side.

CUSTOMER SIGNATURE



TM

The Reynolds and Reynolds Company, EINUMAKE CC718833 Q (06/14)



# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191



CELL: [REDACTED]

[REDACTED]

NAME	ANDY ADAMS	TRUCK NO	47227	DATE	06/29/16	TIME	06:00
LABOR RATE		LICENSE NO.		MILEAGE	24,678	COLOR	DK SIDE/CHA
YEAR / MAKE / MODEL	15/FORD TRUCK/EXPLORER/4DR FWD XLT		DELIVERY DATE	01/08/15		INSTR. NO.	T50062
VEHICLE ID NO	1 F M S K 7 D 8 3 F G		SELLING DEALER NO			PRODUCTION DATE	
DATE			LOG DATE	06/29/16			
COMMENTS							MO:

WAKE FOREST, NC

[REDACTED]

J# 1 99F0ZMRKS THE WORKS-GAS ENGINE TECHS-38964 INTERNAL  
 PERFORM THE WORKS-OIL CHANGE, TIRE ROTATION AND MULTIPOINT INSPECTION MAINT  
 COMPLETED OIL CHANGE, TIRE ROTATION AND MULTIPOINT INSPECTION

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	PK05006	OIL SERVICE	INTERNAL
JOB # 1	6	X0-5W20-DSP	OIL - ENGINE	INTERNAL
JOB # 1	1	SAE-5W20 AS1=GF5		
JOB # 1	1	FL-500-SB12	FILTER ASY	INTERNAL
JOB # 1 TOTAL PARTS				0.00
JOB # 1 TOTAL LABOR & PARTS				0.00

Service Charge. The Service Charge delays Dealers overhead costs, including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs delayed by the Service Charge. The Service Charge is not a government-required fee.

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Please do not contact me as provided above.

J# 2 99F0Z0999 MULTIPOINT INSPECTION TECHS-38964 0.00  
 PERFORM MULTIPOINT INSPECTION WHEN APPLICABLE RESET OIL CHANGE SETTING, SET TIRE PRESSURES. APPLY OIL CHANGE STICKER ALWAYS.  
 MAINT  
 COMPLETED MULTIPOINT INSPECTION

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2 TOTAL PARTS				0.00
JOB # 2 TOTAL LABOR & PARTS				0.00

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J# 3 99F0Z0999 GREEN BRAKES TECHS-38964 0.00  
 BRAKE LININGS ARE OK AT THIS TIME.  
 MAINT  
 BRAKE LININGS ARE OK AT THIS TIME.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3 TOTAL PARTS				0.00
JOB # 3 TOTAL LABOR & PARTS				0.00

J# 4 99F0Z0999 GREEN BRAKES TECHS-38964 0.00  
 BRAKE LININGS ARE OK AT THIS TIME.  
 MAINT  
 BRAKE LININGS ARE OK AT THIS TIME.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 4 TOTAL PARTS				0.00
JOB # 4 TOTAL LABOR & PARTS				0.00

We are not responsible for theft or loss or damage to vehicle or articles left in vehicle in case of fire, theft, vandalism, inclement weather or other cause beyond our control.

J# 5 99F0Z0999 GREEN TIRES TECHS-38964 0.00  
 TIRE TREAD DEPTH IS OK AT THIS TIME  
 MAINT  
 TIRE TREAD AND WEAR IS OK AT THIS TIME.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
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X  
 Signature: \_\_\_\_\_  
 Please see reverse side.

Doc: Remedy and Renewal - Customers - Crossroads - CCR718953 Q (03/16)

# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191



CUSTOMER NO. [REDACTED]		ADVISOR <b>ANDY ADAMS</b>		47227	TRK NO.	INVOICE DATE <b>06/29/16</b>	CELL: [REDACTED]
LABOR RATE		LICENSE NO.	MILEAGE <b>24,678</b>		COLOR <b>DK SIDE/CHA</b>	GEAR NO. <b>T50062</b>	
YEAR / MAKE / MODEL <b>15 / FORD TRUCK / EXPLORER / 4DR FWD XLT</b>		DELIVERY DATE <b>01/08/15</b>		SALES BY NO. [REDACTED]		SALES BY DATE [REDACTED]	
WAKE FOREST, NC		VEHICLE I.D. NO. <b>1 F M 5 K 7 D 8 3 F G</b>		SELLING DEALER NO.		PRODUCTION DATE	
[REDACTED]		P.O. NO.		P.O. DATE <b>06/29/16</b>			
[REDACTED]		COMMENTS					

JOB # 5 TOTAL PARTS		0.00
JOB # 5 TOTAL LABOR & PARTS		0.00
COMMENTS FREE SERVICE PER SALES		
TOTALS		
THANK YOU FOR TRUSTING CROSSROADS FORD TO SERVICE YOUR VEHICLE. PLEASE CONTACT TONY MCCARTHY, SERVICE MANAGER, AT (919) 435-5134 OR TONY.MCCARTHY@CROSSROADSCARS.COM IF YOU CANNOT GRADE US "COMPLETELY SATISFIED". AS ALWAYS AN HONOR.		
CASH ( ) CHECK ( ) CHECK# ( )		TOTAL LABOR..... 0.00
VISA ( ) M/C ( ) AMEX ( ) DISC ( )		TOTAL PARTS..... 0.00
CHARGE ( )		TOTAL SUBLET..... 0.00
		TOTAL G.O.G..... 0.00
		TOTAL MISC CHG..... 0.00
		TOTAL MISC DISC..... 0.00
		TOTAL TAX..... 0.00
		<b>TOTAL INVOICE \$ 0.00</b>

CUSTOMER SIGNATURE

**MO:** [REDACTED]

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X \_\_\_\_\_  
Signature  
Please see reverse side.

# CROSSROADS FORD OF WAKE FOREST

PO Box 2069

WAKE FOREST, NC 27588

(919) 556-3191



[REDACTED] CUSTOMER NO. [REDACTED] ADVISOR ANDY ADAMS 47227 TAG NO. [REDACTED] MOBILE: [REDACTED]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	BOOK NO.
		29,897	DK SIDE/CHA	T50062
YEAR / MAKE / MODEL	VEHICLE ID NO.		DELIVERY DATE	DELIVERY MILES
15/FORD TRUCK/EXPLORER/4DR FWD XLT	1FM5K7D83FC		01/08/15	22
DATE	P.O. NO.	P.O. DATE	MO: [REDACTED]	
		09/02/16		

**LABOR & PARTS**  
 JOB # 1 01FOZ0030K 30,000 MILE SERVICE TECH(S): 38761 INTERNAL  
 PERFORM 30,000 MILE SERVICE, 4 OF 4 FREE  
 ROUTINE MAINTENANCE  
 30,000 MILE SERVICE COMPLETED.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	PK05006	OIL SERVICE	INTERNAL
JOB # 1	6	X015W20-DSP	OIL - ENGINE	INTERNAL
JOB # 1	1	SAE+5W20 ASI=GF5		
JOB # 1	1	FL1500-SB12	FILTER ASY	INTERNAL
JOB # 1 TOTAL PARTS				0.00
JOB # 1 TOTAL LABOR & PARTS				0.00

**JOB # 2 99FOZ099P MULTIPPOINT INSPEC TO TECH(S): 38761 0.00**  
 PERFORM MULTIPPOINT INSPECTION  
 WHEN APPLICABLE RESET OIL CHANGE SETTING, SET TIRE PRESSURES,  
 APPLY OIL CHANGE STICKER ALWAYS.  
 MAINT  
 COMPLETED MULTIPPOINT INSPECTION.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2 TOTAL PARTS				0.00
JOB # 2 TOTAL LABOR & PARTS				0.00

**JOB # 3 99FOZ099P GREEN BATTERY TECH(S): 38761 0.00**  
 GREEN BATTERY  
 BATTERY UNIT IS OK AT THIS TIME.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3 TOTAL LABOR & PARTS				0.00

**JOB # 4 99FOZ099P GREEN BRAKES TECH(S): 38761 0.00**  
 GREEN BRAKES  
 BRAKE LININGS ARE OK AT THIS TIME.  
 MAINT  
 BRAKE LININGS ARE OK AT THIS TIME.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 4 TOTAL PARTS				0.00
JOB # 4 TOTAL LABOR & PARTS				0.00

**JOB # 5 99FOZ099P GREEN TIRES TECH(S): 38761 0.00**  
 GREEN TIRES  
 TIRE TREAD DEPTH IS OK AT THIS TIME  
 MAINT  
 TIRE TREAD AND WEAR IS OK AT THIS TIME.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 5 TOTAL PARTS				0.00

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X \_\_\_\_\_  
 Signature  
 Please see reverse side.

# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191



CUSTOMER NO.	ADVISOR ANDY ADAMS	TAG NO. 47227	INVOICE DATE 08/02/16	CELL:
LABOR RATE	LICENSE NO.	MILEAGE 29,897	COLOR DK SIDE/CHA	STOCK NO. T50062
YEAR/MAKE/MODEL 15/FORD TRUCK/EXPLORER/4DR FWD XLT	VEHICLE ID NO. 1FM5K7D83F	DELIVERY DATE 01/08/15	DELIVERY MILES	PRODUCTION DATE
WAKE FOREST, NC	SELLING DEALER NO.	PLC DATE 09/02/16		
COMMENTS				

JOB # 5 TOTAL LABOR & PARTS 0.00

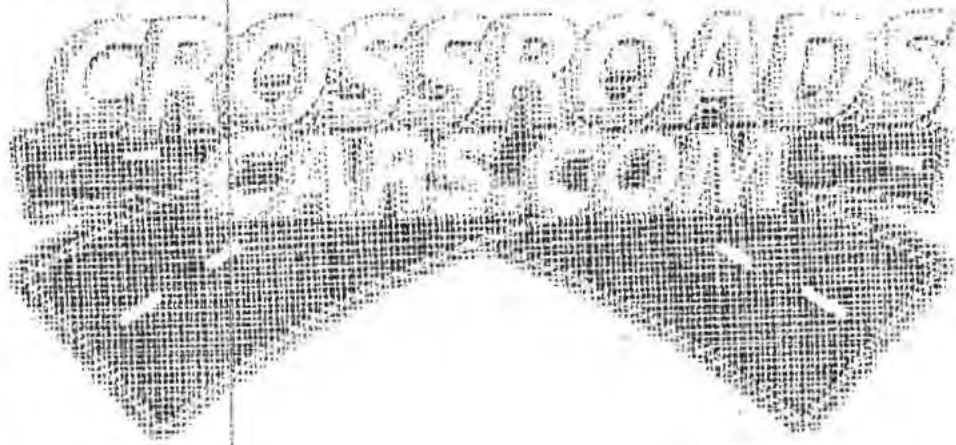
TOTALS-----  
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TOTAL LABOR ..... 0.00  
TOTAL PARTS..... 0.00  
TOTAL SUBLET... 0.00  
TOTAL G.O.G.... 0.00  
TOTAL MISC CHG. 0.00  
TOTAL MISC DISC 0.00  
TOTAL TAX..... 0.00

CASH ( ) CHECK ( ) CHECK# ( )  
VISA ( ) M/C ( ) AMEX ( ) DISC ( )  
CHARGE ( )

TOTAL INVOICE \$ 0.00

CUSTOMER SIGNATURE



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The parties agree that instead of litigation in a court, any dispute, controversy, or claim arising out of or relating to the parts provided, service or repair of the subject motor vehicle or to this Agreement or to any other document or agreement between the parties relating to the subject motor vehicle shall be settled by binding arbitration pursuant to the Uniform Arbitration Act in effect in the state and no more than thirty miles from the dealership's physical location, and shall be conducted by a single arbitrator who shall also be licensed to practice law in the state the arbitration is to be held. Each party will pay its own costs. Any award rendered by the arbitrator may be entered in any court having jurisdiction.

We are not responsible or liable for loss or damage to vehicle or articles left in vehicle in case of fire, theft, vandalism, inclement weather or other cause beyond our control.

Customer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises the entire agreement between Customer and Dealer relating to these repairs or other matters referred to on the front or back side of this document.

X \_\_\_\_\_  
Signature  
Please see reverse side.



# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191



CUSTOMER NO.	ADVISOR SHAWN BOLEN	TAG NO. 54442	WORK DATE 12/30/16	CELL:
LABOR RATE	LICENSE NO.	MILEAGE 35,325	COLOR DK SIDE/CHA	STOCK NO. T50062
YEAR / MAKE / MODEL 15/FORD TRUCK/EXPLORER/4DR FWD XLT	DELIVERY DATE 01/08/15	DELIVERY MILEAGE	DELIVERY DATE	DELIVERY MILEAGE
VEHICLE I.D. NO. 1 F M S K 7 D 8 3 F	SELLING DEALER NO.	PRODUCTION DATE	SELLING DEALER NO.	PRODUCTION DATE
S.T.E. NO.	P.O. NO.	S.O. DATE 12/30/16	S.O. DATE	
COMMENTS				

LABOR & PARTS  
 # 1 99F0ZWRKS THE WORKS GAS ENGINE TECHS: 48900 33.90  
 PERFORM THE WORKS-OIL CHANGE, TIRE ROTATION AND MULTIPOINT INSPECTION  
 MAINT  
 COMPLETED OIL CHANGE, TIRE ROTATION AND MULTIPOINT INSPECTION

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	PKQ5006	OIL SERVICE	****	****
JOB # 1	6	XO-5W20-DSP	OIL - ENGINE	2.89	17.34
JOB # 1	1	SAE=5W20 ASI=GF5	FILTER ASY	4.22	4.22
JOB # 1 TOTAL PARTS					21.56
JOB # 1 TOTAL LABOR & PARTS					55.46

# 2 99F0Z099D MULTIPOINT INSPECTION TECHS: 48900 0.00  
 PERFORM MULTIPOINT INSPECTION  
 WHEN APPLICABLE RESET OIL CHANGE SETTING, SET TIRE PRESSURES  
 APPLY OIL CHANGE STICKER-ALWAYS  
 MAINT  
 COMPLETED MULTIPOINT INSPECTION

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2 TOTAL PARTS					0.00
JOB # 2 TOTAL LABOR & PARTS					0.00

# 3 99F0Z0ZPK SPECIAL BRAKES TECHS: 48900 0.00  
 MAINT  
 BRAKE CONDITION IS OK AT THIS TIME

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3 TOTAL PARTS					0.00
JOB # 3 TOTAL LABOR & PARTS					0.00

# 4 99F0Z0ZPK GREEN BRAKES TECHS: 48900 0.00  
 MAINT  
 BRAKE LININGS ARE OK AT THIS TIME.  
 MAINT  
 BRAKE LININGS ARE OK AT THIS TIME.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 4 TOTAL PARTS					0.00
JOB # 4 TOTAL LABOR & PARTS					0.00

# 5 99F0ZGTRE GREEN TIRES TECHS: 48900 0.00  
 MAINT  
 TIRE TREAD DEPTH IS OK AT THIS TIME  
 MAINT  
 TIRE TREAD AND WEAR IS OK AT THIS TIME.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
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As part of our effort to provide a superior level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW**, by signing this form, you give this Dealership **PERMISSION** to contact you (either personally, via text messages or with pre-recorded telemarketing messages) at the telephone numbers (which may include wireless phone numbers), fax number, and/or e-mail address listed. This **AUTHORIZATION** allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

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X \_\_\_\_\_  
 Signature  
 Please see reverse side.

The Remedy and Recall Company SF677962 Q (11/16)





# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191



CELL [REDACTED]

CUSTOMER NO	AGENCY YERIL MENDOZA 63681	TAG NO	VOLE DATE 05/13/17
LABOR DATE	LICENSE NO	MILEAGE 41,095	COLOR DK SIDE/CHA
YEAR / MAKE / MODEL 15 / FORD TRUCK / EXPLORER / 4DR FWD XLT	STOCK NO. T50062	DELIVERY DATE 01/08/15	DELIVERY MILE
VEHICLE I.D. NO. 1 F M 5 K 7 D 8 3 F	SELLING DEALER NO.	PRODUCTION DATE	
P.T.E. NO.	P.C. NO.	P.O. DATE 05/13/17	
COMMENTS	MO: [REDACTED]		

LABOR & PARTS  
 JOB # 1 99FOZWRKS THE WORKS-GAS ENGINE TECH(S): 48900 33.90  
 PERFORM THE WORKS-OIL CHANGE, TIRE ROTATION AND MULTIPOINT INSPECTION  
 MAINT  
 COMPLETED OIL CHANGE, TIRE ROTATION AND MULTIPOINT INSPECTION

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	PK05006	OIL SERVICE	17.34	****
JOB # 1	6	XO-5W20-DSP	OIL - ENGINE	2.89	17.34
JOB # 1	1	SAE-5W20-AST-GF5	FILTER ASY	4.22	4.22
		FL-500-SB12			
JOB # 1 TOTAL PARTS				21.56	
JOB # 1 TOTAL LABOR & PARTS				55.46	

JOB # 2 61E0Z NCST TECH(S): 48900 13.60  
 PERFORM STATE INSPECTION (NON EMISSION WAKE)  
 COMPLETED STATE INSPECTION  
 NO MORE STICKER ON WINDSHIELD

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2 TOTAL PARTS				0.00	
JOB # 2 TOTAL LABOR & PARTS				13.60	

JOB # 3 10FOZGZ MULTIPNT INSPECTION TECH(S): 48900 0.00  
 PERFORM MULTIPNT INSPECTION  
 CHANGING OIL, OIL CHANGE, TIRE ROTATION, TIRE PRESSURE CHECK, WASH, WAX, POLISH, BATTERY TEST, FLUIDS CHECK, BRAKE PADS CHECK, BATTERY MAINTENANCE, INSPECTION.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3 TOTAL PARTS				0.00	
JOB # 3 TOTAL LABOR & PARTS				0.00	

JOB # 4 10FOZGZ REPLACE CABIN FILTER TECH(S): 48900 19.00  
 CUST REQUEST CABIN AIR FILTER REPLACEMENT  
 Replace Cabin Air Filter 11/15

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 4	1	FP-68	FILTER - ODOU	19.00	19.00
JOB # 4 TOTAL PARTS				19.00	
JOB # 4 TOTAL LABOR & PARTS				25.00	

JOB # 5 99FOZGBATT GREEN BATTERY TECH(S): 48900 0.00  
 TEST BATTERY  
 MAINT  
 BATTERY CONDITION IS GOOD AT THIS TIME.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 5 TOTAL PARTS				0.00	

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As part of our effort to provide a superior level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW**, by signing this form, you give this Dealership **PERMISSION** to contact you (either personally, via text messages or with prerecorded telemarketing messages) at the telephone numbers (which may include wireless phone numbers), fax number and/or e-mail address listed. This AUTHORIZATION allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

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X \_\_\_\_\_  
 Signature  
 Please see reverse side.

This Remands and Remands Company. DEXTERIVE CCT31863 Q (03/16)



# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191



CUSTOMER NO. [REDACTED]		REVISOR <b>YERIL MENDOZA</b>	TAG NO. <b>63681</b>	INVOICE DATE <b>05/13/17</b>	CELL [REDACTED]
LABOR RATE [REDACTED]		LICENSE NO. [REDACTED]	MILEAGE <b>41,095</b>	COLOR <b>DK SIDE/CHA</b>	STOCK NO. <b>T50062</b>
YEAR / MAKE / MODEL <b>15 / FORD TRUCK / EXPLORER / 4DR FWD XLT</b>		DELIVERY DATE <b>01/08/15</b>		DELIVERY TIME <b>10:00 AM</b>	
VEHICLE ID NO. <b>1FM5K7D83F</b>		SELLING DEALER NO. [REDACTED]		PRODUCTION DATE [REDACTED]	
P.T.E. NO. [REDACTED]		P.O. NO. [REDACTED]		P.O. DATE <b>05/13/17</b>	
COMMENTS [REDACTED]					

JOB # 5 TOTAL PARTS 0.00

JOB # 5 TOTAL LABOR & PARTS 0.00

J# 6-99F0ZGBK GREEN BRAKES TECH(S): 48900 0.00  
 BRAKE LININGS ARE OK AT THIS TIME.  
 MAINT  
 BRAKE LININGS ARE OK AT THIS TIME.

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 JOB # 6 TOTAL PARTS 0.00  
 JOB # 6 TOTAL LABOR & PARTS 0.00

J# 7-99F0ZYLRE YELLOW TIRE TECH(S): 48900 0.00  
 TIRE TREAD IS MARGINAL, TIRE(S) REQUIRE REPLACEMENT SOON.  
 MAINT  
 TIRE TREAD IS MARGINAL, TIRE(S) REQUIRE REPLACEMENT SOON.

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 JOB # 7 TOTAL PARTS 0.00  
 JOB # 7 TOTAL LABOR & PARTS 0.00

MISC	CODE	DESCRIPTION	AMOUNT
JOB # 6	AS	SHOP SUPPLIES	5.35
JOB # 6	AS	COUPON DISCOUNT	-7.00
JOB # 6	CP	COUPON DISCOUNT PARTS	-7.95
JOB # 6	CA	OWNER APPOINTMENT	-48.17
JOB # 6	AS	SHOP SUPPLIES	-1.36
JOB # 6	AS	SHOP SUPPLIES	59.13

TOTALS: 53.50  
 THANK YOU FOR TRUSTING CROSSROADS FORD TO SERVICE YOUR VEHICLE. PLEASE RETURN TO: BOBBY LEONARD, SERVICE MANAGER, AT (919) 435-5131 OR BOBBY.LEONARD@CROSSROADSCARS.COM IF YOU CANNOT GRADE US "COMPLETELY SATISFIED". AS ALWAYS AN HONOR.

CASH ( ) CHECK ( ) CHECK# ( )  
 VISA ( ) M/C ( ) AMEX ( ) DISC ( )  
 CHARGE ( )

TOTAL INVOICE \$ 41.16

CUSTOMER SIGNATURE

**MO:** [REDACTED]

**Service Charge.** The Service Charge delays Dealer's overhead costs, including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs defrayed by the Service Charge. The Service Charge is not a government-required fee.

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X \_\_\_\_\_  
 Signatures  
 Please see reverse side.

The Reynolds and Reynolds Company - ESTABLISHED 1952 - CCR718833-0 (03/16)





# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191



CELL: [REDACTED]

CUSTOMER: [REDACTED]		SALES REP: BERT WENDLING		56804	TAG NO: [REDACTED]	DATE OF PURCHASE: 05/26/17
LABOR RATE	LICENSE NO.	MILEAGE	41,611	COLOR	DK SIDE/CHA	TS0062
15/FORD TRUCK/EXPLORER/4DR FWD XLT			DELIVERY DATE	01/08/15		
VEHICLE VIN: 1FMSK7D83FG [REDACTED]			SELLING DEALER NO.	[REDACTED]		
F.T.E. NO.			DATE	05/22/17		
COMMENTS						MO: [REDACTED]

**J# 1 20F0Z DRIVEABILITY** (TECHS) 4228 0.00  
 C/S THAT THE VEHICLE FEELS LIKE IT IS SLOTTISH WHEN TAKING OFF.  
 TEST DROVE VEHICLE VEHICLE OPERATING AS IT SHOULD AT THIS TIME CHECKED FOR CODES: NO CODES FOUND. CHECKED FOR WSES AND SSMS NONE FOUND CHECKED TRANS FLUID. FLUID IN SPE. COULD NOT FIND ANYTHING WRONG WITH VEHICLE AT THIS TIME NRE

**J# 2 02F0Z99P MULTI-POINT INSPECT** (TECHS) 1248 0.00  
 PERFORM MULTIPPOINT INSPECTION WHICH APPLICABLE RESET OIL CHANGE SETTING. WET FIRE PRESSURES. APPLY OIL CHANGE STICKER ALWAYS. MULTI POINT INSPECTION COMPLETED

**TOTALS**  
 TOTAL LABOR 0.00  
 TOTAL PARTS 0.00  
 TOTAL TAXES 0.00  
 TOTAL FEES 0.00  
 TOTAL 0.00

THANK YOU FOR TRUSTING CROSSROADS FORD TO SERVICE YOUR VEHICLE. PLEASE CONTACT BOBBY NECARD, SERVICE MANAGER, AT (919) 556-3191 OR BOBBY.NECARD@CROSSROADSCARS.COM IF YOU CANNOT REPAIR THE COMPLETELY SATISFIED. WE ALWAYS WILL HONOR.

CASH [REDACTED]  
 VISA [REDACTED]  
 CHARGE CARD [REDACTED]

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X \_\_\_\_\_  
 Signature  
 Please see reverse side.  
 SF677962 Q (11/15)

1. See www.ford.com and keywords Embassy. ECCT18853 Q (03/16)



# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191



CUSTOMER NO. [REDACTED] BERRY WENDLING 56804 TAG NO. [REDACTED] VIN: [REDACTED]

LABOR RATE [REDACTED] LICENSE NO. [REDACTED] MILEAGE 41,780 DR. SIDE/CHA [REDACTED] 15806Z

WAKE FOREST, NC 159 FORD TRUCK/EXPLORER/4DR FWD XLT DEL. DATE 08/15

VEHICLE # K7D83F [REDACTED] SELLING DEALER NO. [REDACTED] PRODUCTION DATE [REDACTED]

F.T.E. NO. [REDACTED] P.O. NO. [REDACTED] R.O. 06/06/17

COMMENTS [REDACTED] MO. [REDACTED]

TRANS CONCERN (TECHS) 4488

C/S THAT THE TRANS IS JUMPING WHEN SHIFTING GEAR. RANGE HAPPENS IN ANY GEAR.

DIAGNOSE TRANS JUMPING IN GEAR RANDOMLY. ROAD TEST VEHICLE AND VERIFY 2-3 UPSHIFT ROUGH AT TIMES. PERFECT TRANS. TAG. RUN SELF TEST. NO CODES PRESENT REFER TO DIAG BY SYMPTOM. DRAIN FLUID AND REMOVE MAIN CONTROL COVER. REMOVE MAIN CONTROL AND INSPECT. FOUND FINE METAL IN VALVE PASSAGES. REPLACE MAIN CONTROL AND COVER. CLEAR A/M AND PERFORM ADAPTIVE STRATEGY ROAD TEST. VEHICLE SHIFTS SLIGHTLY BETTER BUT IS STILL HARSH. BETWEEN 2-3. SOME ESCORATED FLUID. REMOVE MAIN CONTROL COVER AGAIN. REPLACE SOLENOID BODY ASSEMBLY AND REPROGRAM PCM WITH UPDTAE. SOLENOID ID. PERFORM SOLENOID BODY STRATEGY DRIVE CYCLE. VEHICLE NOW SHIFTS AND DRIVES CORRECTLY.

PARTS	QTY	APP. NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	BT42-7A300-B	CONTROL AS		
JOB # 1	1	A457-70391-A	MODULE - TRAN		
JOB # 1	1	KT-10-0LV	OIL - AUTOMAT		
TOTAL PARTS				0.00	
TOTAL LABOR & PARTS				0.00	

THANK YOU FOR CHOOSING CROSSROADS FORD TO SERVICE YOUR VEHICLE! PLEASE CONTACT BOBBY LEONARD, SERVICE MANAGER, AT (919) 445-5134 OR BOBBY.LEONARD@CROSSROADSCARS.COM IF YOU CANNOT, GRADE AS "COMPLETELY SATISFIED" IS ALWAYS IN HONOR.

CASH ( ) CHECK ( ) CHECK # [REDACTED]

VISA ( ) M/C ( ) AMEX ( ) DISC ( )

CHARGE ( )

TOTAL INVOICE \$ 0.00

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CUSTOMER SIGNATURE [REDACTED]

PAGE 1 OF 1

CUSTOMER COPY

END (VOICE) 05/26/11

Signature

Please see reverse side.

SF877862 Q (11/15)

HISTORY LISTING

07/28/2017  
17:34:53

CUSTOMER NAME : [REDACTED]

SERIAL NO. : 1FM5K7D83F [REDACTED]

R.O NO. [REDACTED]

R.O DATE : 06/26/2017  
MILEAGE : 42645

R.O TYPE : S  
ADVISOR NO. : 56804

OP. DESC. DRIVEABILITY

JOB NUMBER : 1 OPERATION 20FOZ  
SALE TYPE : I TECHNICIAN NO(S). 44468  
COMPLAINT : C/S THAT THE VEHICLE IS STILL JERKING WHEN SHIFTING, AND  
REVING UP WHEN COMING TO A STOP.

CORRECTION : SEE HISTORY.  
DIAGNOSE JERKING WHEN SHIFTING.ROAD TEST VEHICLE.VEHICLE  
SHIFTS OK.RUN SELF TEST.NO CODES STORED.RUN OASIS AND FOUND  
NO TSBS OR SSMS.CHECK FLUID LEVEL AND CONDITION.OK.ROAD TEST  
VEHICLE AGAIN AND MONITOR PIDS.ALL OK.HAD SHOP FOREMAN DRIVE  
WITH ME.NO PROBLEM FOUND AT THIS TIME.

OP. DESC. MULTI POINT INSPECT

JOB NUMBER : 2 OPERATION 02FOZ99P  
SALE TYPE : C TECHNICIAN NO(S). 44468  
COMPLAINT : PERFORM MULTIPOINT INSPECTION  
WHEN APPLICABLE RESET OIL CHANGE SETTING,SET TIRE PRESSURES,  
APPLY OIL CHANGE STICKER ALWAYS.

CORRECTION : MULTI POINT INSPECTION COMPLETED.



# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191



CELL: [REDACTED]

CUSTOMER NO.		REVISOR		TAG NO.		INVOICE DATE	
WAKE FOREST, NC		BERT WENDLING		56804		08/26/17	
LABOR RATE		LICENSE NO.		MILEAGE		DR SIDE/CHA	
				42,633		T50062	
YEAR/MAKE/MODEL		VEHICLE ID NOS		F.T.E. NO.		DELIVERY DATE	
15/FORD TRUCK/EXPLORER/4DR FWD XLT		1P1M5K7D83F				01/08/15	
SELLING DEALER NO.		PRODUCTION DATE		R.C.		08/26/17	
COMMENTS							

# 1 20FOZ DRIVEABILITY  
C/S THAT THE VEHICLE IS STILL JERKING WHEN SHIFTING AND REVVING UP WHEN COMING TO A STOP. SEE HISTORY.  
DIAGNOSE JERKING WHEN SHIFTING. ROAD TEST VEHICLE. VEHICLE SHIFTS OK. RUN SELF TEST. NO CODES. STORED. RUN OILS AND FOUND NO TSBS OR SSMS. CHECK FLUID LEVEL AND CONDITION. OK. ROAD TEST VEHICLE AGAIN AND MONITOR PIDS. ALL OK. HAD SHOP FOREMAN DRIVE WITH ME. NO PROBLEM FOUND AT THIS TIME.

TECH(S) 44468

WARRANTY  
**Service Charge.** The Service Charge defrays Dealer's overhead costs, including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs defrayed by the Service Charge. The Service Charge is not a government-required fee.

JOB # 1 TOTAL LABOR & PARTS 0.00  
TECH(S) 44468  
# 2 02FOZ99P MULTI POINT INSPECT  
PERFORM MULTIPPOINT INSPECTION  
WHEN APPLICABLE RESET OIL CHANGE SETTING, SET TIRE PRESSURES.  
APPLY OIL CHANGE STICKER ALWAYS.  
MULTI POINT INSPECTION COMPLETED.

As part of our effort to provide a superior level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW**, by signing this form, you give this Dealership **PERMISSION** to contact you (either personally, via text messages or with pre-recorded telemarketing messages) at the telephone numbers (which may include wireless phone numbers), fax number and/or e-mail address listed. This **AUTHORIZATION** allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

Please do not contact me as provided above.

JOB # 2 TOTAL LABOR & PARTS 0.00  
TOTALS 0.00  
THANK YOU FOR TRUSTING CROSSROADS FORD TO SERVICE YOUR VEHICLE. PLEASE CONTACT BOBBY LEONARD, SERVICE MANAGER AT 919-556-3191 FOR MORE INFORMATION.  
ANNOUNCEMENTS: COMPLETELY SATISFIED AS ALWAYS IN HONOR OF CROSSROADS CARS.COM  
ASH ( )  
ISA ( )  
HARR ( )

**ARBITRATION REQUIRED BY THIS AGREEMENT:**  
The parties agree that instead of litigation in a court, any dispute, controversy, or claim arising out of or relating to the parts provided, service or repair of the subject motor vehicle or to this Agreement or to any other document or agreement between the parties relating to the subject motor vehicle shall be settled by binding arbitration pursuant to the Uniform Arbitration Act in effect in the state and no more than thirty miles from the dealership's physical location, and shall be conducted by a single arbitrator who shall also be licensed to practice law in the state the arbitration is to be held. Each party will pay its own costs. Any award rendered by the arbitrator may be entered in any court having jurisdiction.

We are not responsible or liable for loss or damage to vehicle or articles left in vehicle in case of fire, theft, vandalism, inclement weather or other cause beyond our control.

Customer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises the entire agreement between Customer and Dealer relating to these repairs or other matters referred to on the front or back side of this document.

X \_\_\_\_\_  
Signature  
Please see reverse side.



# CROSSROADS FORD OF WAKE FOREST

PO Box 2069  
WAKE FOREST, NC 27588  
(919) 556-3191

Elizabeth Ashley Hunt

pg 1-1



CELL

CUSTOMER NO.	BERT WENDLING		56804	TAG NO.	
LABOR RATE	LICENSE NO.	MILEAGE	42,862	DRIVE SIDE/CHA	R5006Z
15/FORD TRUCK/EXPLORER/4DR FWD XLT			DELIVERY DATE	01/08/15	DELIVERY MILES
VEHICLE FINANCING	K 7 D 8 3 F C		SELLING DEALER NO.	PRODUCTION DATE	
STATE NO.	P.O. NO.	R.D. DATE/21/17		MO:	
COMMENTS					

J# 1 02FOZ99P MULTI POINT INSPECT TECH(S): 4446 0.00  
PERFORM MULTIPPOINT INSPECTION  
WHEN APPLICABLE RESET OIL CHANGE LIGHTING SET TIRE PRESSURES  
APPLY OIL CHANGE STICKER ALWAYS  
MULTI POINT INSPECTION COMPLETED

J# 2+1160Z TRANS CONCERN TECH(S): 4408 WARRANTY  
C/S THAT THE TRANS IS SHIFTING HARSH AND LUNGING WHEN  
SHIFTING.  
VERIFIED THAT THE TRANSMISSION HAS SOME HARSH SHIFTING  
ISSUE. REPROGRAMED THE TRANS TO THE LATEST CALIBRATION. DID  
THE ADAPTIVE RELEARN.  
ROAD TESTED. OPERATING PROPERLY.

JOB # 1 TOTAL LABOR & PARTS 0.00

JOB # 2 TOTAL LABOR & PARTS 0.00

TOTALS

THANK YOU FOR TRUSTING CROSSROADS FORD TO SERVICE YOUR VEHICLE. PLEASE CONTACT BOBBY LEONARD, SERVICE MANAGER AT (919) 435-5134 OR BOBBY.LEONARD@CROSSROADSCARS.COM IF YOU CANNOT REACH US. COMPLETE SATISFACTION ALWAYS AN HONOR.

CASH CHECK

SALES TAX

DISCOUNT

CHARGE

TOTAL LABOR 0.00  
TOTAL PARTS 0.00  
TOTAL TUBES 0.00  
TOTAL HOLES 0.00  
TOTAL 0.00

**Service Charge:** The Service Charge defrays Dealer's overhead costs, including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs defrayed by the Service Charge. The Service Charge is not a government-required fee.

As part of our effort to provide a superior level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW, by signing this form, you give this Dealership PERMISSION to contact you (either personally, via text messages or with prerecorded telemarketing messages)** at the telephone numbers (which may include wireless phone numbers), fax number and/or e-mail address listed. This AUTHORIZATION allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

Please do not contact me at the numbers provided above.

**ARBITRATION REQUIRED BY THIS AGREEMENT:** The parties agree that instead of litigation in a court, any dispute, controversy, or claim arising out of or relating to the terms provided Service or repair of the subject motor vehicle or to this agreement or to any other document or agreement between the parties relating to the subject motor vehicle shall be settled by binding arbitration pursuant to the Uniform Arbitration Act for effect in the state and no more than thirty miles from the dealership's physical location, and shall be conducted by a single arbitrator who shall also be licensed to practice law in the state the arbitration is to be held. Each party will pay its own costs. Any award rendered by the arbitrator may be entered in any court having jurisdiction.

We are not responsible or liable for loss or damage to vehicle or articles left in vehicle in case of fire, theft, vandalism, inclement weather or other causes beyond our control.

Customer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below constitutes the entire agreement between Customer and Dealer relating to these repairs or other matters referred to on the front or back side of this document.

Signature  
Please see reverse side.  
SF671962 G (11/11)

August 14, 2017

Weisberg Consumer Law Group, P.A.  
Holly Dowd  
5846 S Flamingo Rd Ste 290  
Cooper City, FL 33330

Via eMail

Re: [REDACTED]  
2015 Ford Explorer

Dear Ms. Dowd:

Please be advised that Ford Motor Company has retained our office to handle the claim that you submitted regarding the above-referenced customer. Beth Muma from my office has been assigned to review your claim.

In order to efficiently process and consider your claim and to the extent that your initial submission did not contain certain documentation, please consider this a request to provide us with the following information:

- A copy of the retainer agreement signed by your client
- Current vehicle registration
- Current driver's license
- Sales/lease agreement
- All applicable repair orders
- Any receipts to be considered for reimbursement
- Current status of vehicle (including location, current concerns, mileage)

In addition, if you request a repurchase, please have your client fill out and sign the authorization below:

<p>I, [REDACTED] authorize _____ (name of lending institution) to release the payment history and loan balance for my 2015 Ford Explorer to Ford Reacquired Vehicles should it be necessary.</p> <p>Signed [REDACTED] Acct # _____</p> <p>Lending Institution Tel. # _____</p>
--

Your state lemon law provides Ford the right to notice and a reasonable opportunity to cure any outstanding vehicle problems. Ford is requesting a final repair attempt on this vehicle the week of August 28th, 2017. Please email the Case Handler listed below within the next three business days advising if you will agree to allow Ford its opportunity to cure. Please also include the current mileage and specify any existing vehicle concerns. Please note, alternative transportation

342 S. Main Street Rochester, MI 48307 | [claims@erskinelaw.com](mailto:claims@erskinelaw.com)

will not be provided during the final repair attempt. If we do not hear from you, we will presume that you are refusing to provide Ford its opportunity to cure any outstanding vehicle problems.

A review of your client's claim will begin once we have received the aforementioned documents and we will update you with the findings from our investigation as soon as possible. In the meantime, should you need to contact your case handler or have additional information to submit, you may reach out to Ms. Muma at (248) 601-4499 or via facsimile at (248) 601-4497 or via e-mail at [claims@erskinelaw.com](mailto:claims@erskinelaw.com).

Thank you for your attention to these matters. We look forward to working with you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott M. Erskine", written over a horizontal line.

Scott M. Erskine

STATE OF NORTH CAROLINA

DRIVER LICENSE

WAKE FOREST NC



STATE OF NORTH CAROLINA  
REGISTRATION CARD

PLT EXP DATE 05/31/18		INSPECTION DUE 05/31/18	
VEHICLE ID # 1FMSK7D83PC		GROSS WT	
MAKE/SERIES FORD		EQUIP #	
SHIPPING WEIGHT	STYLE MP	YEAR 2015	FUEL G
CLASSIFICATION PRIVATE/PASS VEH		TOTAL FEE 56.00	
CUSTOMER ID # OWNER 1		VEHICLE BRAND	
CUSTOMER ID # OWNER 2		COUNTY WAKE	

FOLD HERE - DO NOT TEAR

P46 - PROGRESSIVE SOUTHEASTERN INS CO  
INSURANCE COMPANY AUTHORIZED IN NC

33041940

POLICY NUMBER

WAKE FOREST NC





# CROSSROADS FORD of WAKE FOREST, INC.

PO BOX 2069  
WAKE FOREST, NC 27588  
Phone (919) 556-3191

DATE	01/08/2015	SALESPERSON	THOMAS JOHN SWAITH
BUYER	[REDACTED]		
CITY/STATE	WAKE FOREST NC	ZIP	[REDACTED]

PLEASE ENTER MY ORDER FOR THE FOLLOWING  
 XX NEW or USED CAR or XX TRUCK

YEAR	MAKE	MODEL	DOORS	COLOR
2015	FORD TRUCK	EXPLORER		DK SIDE
SERIAL #	[REDACTED]			
STOCK #	T50062		DEAL #	58427

**INSURANCE COVERAGE**

COMPANY  
INTEGON NATIONAL INS

AGENCY  
[REDACTED]

PHONE #  
[REDACTED]

ADDRESS  
[REDACTED]

CITY  
[REDACTED]

STATE  
[REDACTED]

ZIP  
[REDACTED]

QUOTED BY  
[REDACTED]

POLICY #  
7002226046

**DESCRIPTION OF TRADE IN**

YEAR	MAKE	MODEL	DOORS	COLOR	MILEAGE
2010	FORD TR	EDGE			17985
SERIAL #	[REDACTED]				

**DESCRIPTION OF SECOND TRADE IN**

YEAR	MAKE	MODEL	DOORS	COLOR	MILEAGE
SERIAL #	[REDACTED]				

**PAYOFF INFORMATION**

ENDER  
[REDACTED]

PHONE  
[REDACTED]

ADDRESS  
[REDACTED]

COUNTY  
[REDACTED]

PAYOFF \$	GOOD THRU	DAILY RATE
20278.00	01/08/2015	
DATE OF QUOTE	QUOTED BY	2ND LIEN
		XX

CASH PRICE OF VEHICLE	30015.00
MILEAGE	22
DEALER INSTALLED EQUIPMENT	
TOTAL SELLING PRICE	30015.00
DEALER ELEC. FILING FEE	59.00
(INCLUDES STATE DVR FEES)	
TOTAL SELLING PRICE	
DEALER ELEC. FILING FEE	30014.00
(INCLUDES STATE DVR FEES)	
CUSTOMER SERVICES *	599.00 XXXXXXX
NC HIGHWAY USE TAX	418.42
LICENSE TRANS./TITLE REGISTRATION	4.00
<b>TOTAL CASH PRICE - DELIVERED:</b>	<b>3125.42</b>
CASH DOWN PAYMENT:	
DEPOSIT ON ORDER	300.00
CASH ON DELIVERY	1000.00
REBATE	2000.00
	330.00
TRADE:	
GROSS ALLOWANCE	14000.00
AMOUNT OWING	20278.00
(If negative enter "0" and see below**)	0.00
OTHER AMOUNTS FINANCED ***	
Insurance	N/A
Extended Service Contract	N/A
Not Trade-in Payoff **	8273.00
GAP INS	213.00
	N/A
<b>AMOUNT FINANCED</b>	<b>34471.42</b>

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS" - NOT EXPRESSLY WARRANTED OR GUARANTEED.

This order comprises the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. Order also includes all of the terms and conditions on both the face and the reverse side. Dealer shall not be obligated to sell until approval of the terms hereof is given by a bank or finance company willing to purchase a retail, installment contract between the parties hereto based on such terms. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order. I authorize CROSSROADS FORD OF WAKE FOREST, INC. to make whatever credit investigation is necessary. **OR USED VEHICLES ONLY** The Used vehicle BUYERS GUIDE you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions, oral or implied, in the contract of sale.

NOTICE PROVIDED IN ACCORDANCE WITH N.C.G.S. 20-101.2  
 \* Dealer may receive a fee, commission or other compensation for procuring or arranging financing for the retail purchase or lease of a motor vehicle, for which the customer may be responsible.

SIGNED: [REDACTED] BUYER  
 SIGNED: [REDACTED] CO-BUYER  
 APPROVED: [Signature] BY DEALER OR HIS AUTHORIZED REPRESENTATIVE  
 The Reynolds and Reynolds Company R0613292 Q (7/13)

**NORTH CAROLINA VEHICLE RETAIL INSTALLMENT CONTRACT**

DATE 01/08/2015

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)  [REDACTED]  Wake Forest, NC [REDACTED]  N/A	CREDITOR (Seller Name and Address)  Crossroads Ford of Wake Forest, Inc 9921 CAPITAL BOULEVARD WAKE FOREST, NC 27597
--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described in this contract for cash or on credit. The cash price is shown on Page 2 as "Cash Sale Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract.

If this is a personal use contract as indicated below, then this sale is a CONSUMER CREDIT SALE.

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate  4.99 %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you  \$ 5,797.58	<b>Amount Financed</b> The amount of credit provided to you or on your behalf  \$ 34,471.42	<b>Total of Payments</b> The amount you will have paid when you have made all scheduled payments  \$ 40,269.00	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment  of \$ 0.00  \$ 40,269.00
---	--	--	---	--

1-800-727-7000



www.fordcredit.com

Your payment schedule will be:

Number of Payments 500/500	Amount of Payments \$500.00	When Payments Due <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-monthly <input type="checkbox"/> Quarterly	Date Starting 02/22/2015
-------------------------------	--------------------------------	---	-----------------------------

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.  
**Security Interest:** You are giving a security interest in the vehicle being purchased.  
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$6.00, whichever is less.  
**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.

**COMMERCIAL USE CONTRACT LATE PAYMENT:** If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

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.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
New	22	2015 Ford	Explorer	1FM5K7D83F [REDACTED]	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in 2010 Ford \$ 14,000.00 \$ 20,278.00  
 Year and Make Gross Allowance Amount Owning

**ITEMIZATION OF AMOUNT FINANCED**

1. Cash Sale Price .....	\$ 30,513.42 (1)
2. Down Payment	
Third Party Rebate Assigned to Creditor.....	\$ 2,000.00
Cash Down Payment.....	\$ 1,300.00
N/A.....	\$ N/A
Trade-in (description above) .....	\$ -6,278.00
Total Down Payment.....	\$ 0.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2) .....	\$ 30,513.42 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Public Officials	
(i) for license, title & registration fees \$ <u>74.00</u>	
(ii) for filing fees \$ <u>N/A</u>	
(iii) for taxes (not in Cash Sale Price) \$ <u>N/A</u>	\$ 74.00
To Insurance Companies for:	
Credit Life Insurance.....	\$ N/A
Credit Disability Insurance.....	\$ N/A
N/A.....	\$ N/A
N/A.....	\$ N/A
To <u>SUNTRUST</u> for Net Trade-In Payoff	\$ 2,978.00
To <u>American Heritage Insurance Se</u> for GAP Waiver	\$ 248.00
To <u>Crossroads Ford of Wake Forest, Inc</u> for Documentary Fee	\$ 599.00
To <u>Crossroads Ford of Wake Forest, Inc</u> for DMV Proc Fee	\$ 59.00
To <u>N/A</u> for N/A	\$ N/A
To <u>N/A</u> for N/A	\$ N/A
To <u>N/A</u> for N/A	\$ N/A
To <u>N/A</u> for N/A	\$ N/A
To <u>N/A</u> for N/A	\$ N/A
Total.....	\$ 3,968.00 (4)
5. Amount Financed (3 plus 4).....	\$ 34,471.42 (5)

**Debt Cancellation Waiver Addendum (Optional)**

Purchase of the debt cancellation waiver is optional and not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. By signing below you agree to purchase the debt cancellation waiver for the price set forth on this contract in the Itemization of Amount Financed under section 4.

A [REDACTED]

True and Accurate Completed Copy - UCC Non-Authoritative Copy



## DISPOSITION OF MOTOR VEHICLE

**A. Payments:** You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

**B. Security Interest:** You give the creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

**C. Use of Vehicle - Warranties:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

**D. Vehicle Insurance:** You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

**E. Returned Insurance Premiums and Service Contract Charges:** This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

**F. Returned Check Charge:** Creditor may charge and You agree to pay a processing fee of \$25.00 for each check that is dishonored for insufficient funds or no account with the bank.

**G. Default:** You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

**H. Repossession:** If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in the vehicle when repossessed and hold them for you.

**I. Your Right to Redeem:** If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

**J. Disposition of Motor Vehicle:** If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left (surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

**K. Collection Costs:** Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

**L. Consumer Reports:** You authorize the Assignee to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

**M. Servicing and Collection:** You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

**N. Applicable Law:** You agree that this contract will be governed by the laws of the state of North Carolina.

**O. General:** This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

If the last installment payment under this contract is a balloon payment, Assignee has assigned to Q1 Exchange, in its capacity as Assignee's qualified intermediary, its rights (but not its obligations) with respect to the purchase and sale of this vehicle.

Seller may transfer this contract to another person. That person will have all of Seller's rights, privileges and remedies ("Assignee"). Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

**P. Electronic Records and Signatures and Conversion to Paper:** You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

There will be one authoritative copy of this contract. It will be the electronic copy in a document management system the Creditor designates for storing it.

The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

**READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY****ARBITRATION**

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either You or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue; 3) Claims between You and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

**RIGHTS YOU AND WE AGREE TO GIVE UP**

If either You or we choose to arbitrate a Claim, then You and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

**RIGHTS YOU AND WE DO NOT GIVE UP:** If a Claim is arbitrated, You and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 ([www.adr.org](http://www.adr.org)), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. We will pay your total reasonable arbitration filing, administration, service or case management fee and your arbitrator or hearing fee (collectively "Filing Fee") in excess of \$200.00. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. We will pay the whole Filing Fee if we demand arbitration first. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. Except, however, if a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. Notwithstanding any other provision of this arbitration provision, the validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

**FTC NOTICES**

**NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.\***

**Used Motor Vehicle Buyers Guide.** If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle.

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

**Guía para compradores de vehículos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.**

\*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

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

Buyer Signs

Co-Buyer Signs

E

N/A

**YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.**

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

**NOTICE TO THE BUYER**

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

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

F  
Buyer Signs

F  
Co-Buyer Signs

N/A

Seller Crossroads Ford of Wake Forest, Inc By G [Signature] Title F&I MGR

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

**GUARANTY**

To cause the Seller to sell the vehicle described in this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed paper copy of this contract and this Guaranty at the time of electronically signing.

Guarantor N/A Address N/A

Guarantor N/A Address N/A

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy



## Case Print Report

Case Number [REDACTED]

Case Opened Date 7/31/2017 6:38 PM

Case Closed Date 7/31/2017 7:01 PM

Case Status Resolved

Case Last Modified 7/31/2017 7:01 PM

Responsible Team Tier 1 Inbound

Case Classification Legal > Alleged Injury due to Product Defect or Airbag > Fin Assist for Medical Expenses

Customer Name [REDACTED]

Customer Number [REDACTED]

VENTURA

CA

Email [REDACTED]

Dealer Vista Ford Lincoln of Oxnard

VIN 1FM5K7B86 [REDACTED]

Year 2017

Make FORD

Model EXPLORER

Body Style K7B - EXPLORER BASE FWD 4-DR

### Symptom

Level 1 Comfort & Entertainment

Level 2 Interior Odor

Level 3 Chemical

Level 4 Always

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

AUG 02 2017

OFFICE OF THE  
GENERAL COUNSEL

## Case Print Report

Case Number [REDACTED]

Note Created On

Crystal Chaky

7/31/2017 7:00 PM

### CUST SAYS:

We're calling because we read about the bulletin in regards to the CO2 being leaked into the veh. We took our 2017 Ford Explorer in today, and there was a small leak. I wanted to call to let you know that. I also wanted to let you know that I've been dealing with a lot of nausea and headaches, and my daughter is sick, and my son threw up in the veh a few weeks ago. I had an MRI done on Monday, so I have all of this on file. I'll be having blood drawn tomorrow. The dlr will provide a rental for two weeks, and they offered another explorer, and I said no way. I don't even want this veh back anymore. I will not file for buyback at this time. I will speak to the dlr regarding possibly trading in this veh. Seeking coverage of medical expenses. Has not been in contact with insurance.

1. Has the customer filed a claim with their insurance company? No.
2. If a claim has been filed with their insurance company, what is the status of the claim? N/A
3. Is the vehicle repairable? Yes
4. Were any injuries sustained? Headaches, nausea, went to the hospital, incoherent. I ended up having an MRI. I haven't had bloodwork done yet. Will do that tomorrow. My oldest son, who is 8, threw up in the veh about three weeks ago. My daughter, today, we were on a three hour drive, she's been coughing and wheezing. She had bloodwork done three months ago, and her red blood cell count was low, her white blood cell count was high, we thought she might be anemic. However, this makes more sense, the doctors were confused as to why her white blood cell count was high. I have this info on file. My husband has been getting headaches and chest pains.
5. What are you seeking from Ford Motor Company? Coverage of medical bills.
6. What was the date of the accident? The dizziness has been since we've owned the vehicle.
7. What product defect is alleged to have caused the accident? the dlr said there was a small leak of carbon monoxide in the back, near the bumper area.
8. What is the city and state where the accident occurred? Ventura CA
9. Was a police report filed? N/A
10. If a police report was filed, what were the findings? N/A
11. What is the police report number and in what city and county was the report filed? N/A
12. What is the name and address of the customer's attorney (Ask this question only if the customer mentions they have sought/retained an attorney)? N/A
13. What mailing address would you like our Office of General Counsel to send your written response to (Document the full address) [REDACTED] VENTURA [REDACTED]

Per Cust, DLR SAYS:

n/a

### CRC ADVISED:

Please reference [REDACTED] for rental documentation.

Regarding buyback: advised that the CRC can escalate a buyback request if cust would like to begin that process now. Cust declined, advised she will speak to her dlr. Agent recommended cust speak to the sales dept when it comes to trade ins.

Per AAF "ALLEGED INJURY": If customer is seeking financial assistance for alleged injuries, a case will be escalated to OGC even if insurance company has not been contacted. I will forward your information to Ford's Office of the General Counsel. You should receive a written response within 15 Days business days to your concern.



UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF ALABAMA

[REDACTED] individually and on  
behalf of all those similarly situated  
Plaintiff,  
v.  
FORD MOTOR COMPANY,  
Defendant.

2017 AUG -1 P 4:55  
\* CASE NO:  
DEBRA P. HACKETT, CLK 2:17-cv-519  
U.S. DISTRICT COURT  
MIDDLE DISTRICT ALA  
JURY TRIAL DEMANDED  
\*  
\*  
\*  
\*  
\*

**CLASS ACTION COMPLAINT**

Plaintiff [REDACTED] individually and on behalf of all others similarly situated, brings this action against defendant, Ford Motor Company and, to the best of her knowledge, information and belief, formed after an inquiry reasonable under the circumstances, alleges as follows:

**NATURE OF THE ACTION**

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

2. Ford's Technical Service Bulletin 12-12-4 titled "Explorer Exhaust Odor in Vehicle," acknowledges that "[s]ome 2011-2013 Explorer vehicles may exhibit an exhaust odor in the vehicle with the auxiliary climate control system on. Customers may indicate the odor smells like sulfur." Ford's TSB 12-12-4 provides instructions that Ford claims will correct the exhaust odor in 2011 through 2013 model year Ford Explorers.

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

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

5. Ford's TSBs 12-12-4 and 14-0130, however, do not correct the condition, and they fail to acknowledge that carbon monoxide may enter the passenger compartment of affected vehicles. Ford's TSBs 12-12-4 and 14-0130 are provided to authorized dealerships, and do not directly notify non-Ford automotive repair facilities about the defects associated with TSBs 12-12-4 and 14-0130. Further, although Ford has received numerous complaints relating to exhaust entering the passenger compartments of 2016 through 2017 model year Ford Explorers, and it developed a purported fix to the problem, Ford provided no notice to Plaintiff or the proposed class members about the defect and the potential exposure to lethal carbon monoxide in 2016 through present model year Ford Explorers.

6. Upon information and belief, Ford sold or leased hundreds of thousands of defective vehicles nationwide. Each such vehicle was sold or leased in a dangerous and defective condition because each such vehicle contains design flaws, and/or an exhaust and/or HVAC system that permit exhaust and other gases, including carbon monoxide, to enter the passenger compartment during the normal and customary use of such vehicles.

7. Ford designed, manufactured, sold and leased the 2016 through present model year Ford Explorers when it knew or should have known of such defects, or Ford otherwise learned of such defects and failed to notify Plaintiff and the proposed class members of the defect in the 2016

through present model year Ford Explorers that exposed Plaintiff, the proposed class members, and others, to a life safety hazard.

8. In addition, Ford has discovered that its model years 2007-2014 Edge and 2007-2015 MKX vehicles exhibit the same condition for the same reason as the Explorer. Ford has prepared, though has not released, TSBs that describe the exhaust problem with these vehicles. Jointly the 2007-2014 Edge's, 2007-2015 MKX's, and 2016-present Explorer's are referred as "Affected Vehicles" hereafter.

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

#### **JURISDICTION AND VENUE**

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

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

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

#### **PARTIES**

13. Plaintiff [REDACTED] is a citizen of Elmore County, Alabama over nineteen years of age and lives and resides within this judicial district.

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

**PLAINTIFF'S INDIVIDUAL ALLEGATIONS**

15. [REDACTED] purchased a 2017 Ford Explorer from Collier Ford in Wetumpka, Alabama in 2017. The vehicle, VIN 1FM5K7D80H [REDACTED] was purchased by Ms. [REDACTED] on July 3, 2017.

16. The 2017 Ford Explorer purchased by Plaintiff was dangerous and defective when purchased because its design and exhaust and/or HVAC systems permitted an exhaust odor, exhaust and other gases, including carbon monoxide, to enter the passenger compartment of the vehicle. The defect is latent in nature because it is not obvious or ascertainable upon reasonable examination or inspection.

17. At the time of the purchase, Plaintiff was not notified that the 2017 Ford Explorer she purchased was defective, nor was she notified that she and all occupants, including her husband and grandchildren, would be exposed to lethal carbon monoxide and other potentially dangerous gases while driving in her 2017 Ford Explorer during its normal and customary use.

18. On July 6, 2017 Plaintiff [REDACTED] drove her vehicle from Tallassee, Alabama to Sterling Heights, Michigan to visit her sister. Shortly after she began her fourteen (14) hour trip, she noticed a strong chemical odor. [REDACTED] rolled down her windows for fresh air, however, the odor would not subside.

19. When Ms. [REDACTED] arrived in Michigan, and for several days thereafter, she experienced a general altered mental status, including, restlessness and lack of focus, fatigue, nausea and headaches.

20. On July 12, 2017, Ms. [REDACTED] learned that 2011-2015 versions of her 2017 Ford Explorers suffered carbon monoxide intrusion and took her Ford Explorer to Brighton Ford. She requested the Ford dealership check for a carbon monoxide leak and repair as needed.

21. Brighton Ford refused to accept Ms. [REDACTED] for repair but did provide Ms. [REDACTED] with a Ford document detailing steps for repairing cabin exhaust leaks in 2016-2017 Explorers.

22. By July 13, 2017 Ms. [REDACTED] symptoms had not subsided and she was admitted to Henry Ford Hospital in Clinton Township, Michigan for three (3) days. Ms. [REDACTED] underwent several medical tests and was informed that her carbon monoxide levels were "high normal."

23. To date, Ford has not repaired Plaintiff's 2017 Ford Explorer, nor has Ford acknowledged to Plaintiff or the members of the proposed class that the 2016 through present model year Ford Explorers contain design flaws and/or defective exhaust and/or HVAC systems permitting lethal carbon monoxide and other potentially dangerous gases into the passenger compartments of those vehicles.

24. To date, Plaintiff [REDACTED] continues to suffer from headaches as a result of her exposure to carbon monoxide while driving in her 2017 Ford Explorer.

#### GENERAL ALLEGATIONS

##### **A. Ford Sold and Leased Dangerous and Defective Vehicles**

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

26. The subsequent model year Ford Explorers are not dramatically different in design from the 2011 model year Ford Explorer, and the Explorers sold today are considered part of the "fifth generation" of Ford Explorer vehicles.

27. The 2016 through present model year Ford Explorers and other Affected Vehicles were designed, engineered and manufactured by Ford with design flaws and/or defective exhaust and/or HVAC systems that permit carbon monoxide and exhaust to enter into the passenger compartments of those vehicles while being driven in a normal and customary manner.

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

- (a) Designing the vehicles such that exhaust and other gases, including carbon monoxide, may enter the passenger compartments of the vehicles;
- (b) Designing the bumpers and/or tailpipes on the vehicles such that exhaust and other gases, including carbon monoxide, may accumulate behind the bumper and within the interior and exterior panels, allowing those gases to permeate the passenger compartments of the vehicles;
- (c) Designing, manufacturing and assembling the vehicles using defective rear air extractors which permit exhaust and other gases, including carbon monoxide, to enter the passenger compartments of the vehicles;
- (d) Designing, manufacturing and assembling the liftgates in the rear of the vehicles using defective drain valves, which permit exhaust and other gases, including carbon monoxide, to enter the passenger compartments of the vehicles;
- (e) Designing, manufacturing and assembling the vehicles with sheet metal panels and overlaps which permit exhaust and other gases, including carbon monoxide, to enter the passenger compartments of the vehicles;
- (f) Designing, manufacturing and assembling the vehicles with joints and seams which permit exhaust and other gases, including carbon monoxide, to enter the passenger compartments of the vehicles; and,

(g) Designing, manufacturing and assembling the vehicles with rear auxiliary air conditioning system parts which are defectively designed and/or located too close in proximity to the driver side rear air extractor, such that exhaust and other gases, including carbon monoxide, may enter the auxiliary air conditioning system and the passenger compartments of the vehicles.

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

30. The defective vehicles were sold or leased pursuant to express and implied warranties. These warranties assured consumers that the vehicles were free from defects and were properly equipped for the use for which they were intended. At the time the defective vehicles were sold or leased by Ford directly and through its authorized agents, the vehicles were in violation of express and implied warranties. All of the defective vehicles are still within the dates of the express written warranties, or the time or mileage limits in the express warranties should be inapplicable given Ford's fraudulent conduct, among other things.

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

32. Ford's control over the actions of its dealers is also evidenced by its implementation of the company's express and implied warranties as they relate to the defects alleged herein. Authorized Ford dealerships are instructed by Ford to address complaints of an exhaust odor by prescribing and implementing TSBs 12-12-4 and 14-0130 to model years excluding the 2016-2017 Ford Explorers.

**B. Ford Acknowledged the Affected Vehicles' Defective Condition in TSBs 12-12-4 and 14-0130**

33. In response to customer complaints of an exhaust odor in the passenger compartments of the Affected Vehicles, Ford issued TSB 12-12-4 in or about December 2012. TSB 12-12-4 was intended to provide instructions to authorized Ford dealerships to correct the presence of an exhaust odor in 2011 through 2013 model year Ford Explorers.

34. In or about July 2014, Ford issued TSB 14-0130, which added 2014 and 2015 model year Explorers to the list of affected vehicles. TSB 14-0130 was intended to provide instructions to authorized Ford dealerships to correct the presence of an exhaust odor in 2011 through 2015 model year Ford Explorers.

35. Despite issuing TSBs 12-12-4 and 14-0130, Ford did not inform Plaintiff or the members of the proposed class of the defects in 2016 through present model year Ford Explorers, despite the fact that those defects presented life safety issues to occupants of the vehicles.

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

37. At all material times, Ford has failed to inform customers who purchased and/or leased Affected Vehicles that they are unsafe for operation or that they were designed, engineered

and manufactured such that exhaust and other gases, including carbon monoxide, may enter the passenger compartments of such vehicles.

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

**C. Ford's TSBs 12-12-4 and 14-0130 Fail to Repair the Defects**

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

40. TSBs 12-12-4 and 14-0130 identify flaws in the initial design and manufacture of the 2016 through 2017 model year Ford Explorer and other Affected Vehicles, and prescribe repairs and/or replacements which are inadequate and equally flawed and defective.

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

42. TSBs 12-12-4 and 14-0130 requires that the dual rate air extractor replace the driver side rear air extractor initially installed on the Affected Vehicle. The rear air extractor initially

installed on the Affected Vehicle was dangerous and defective because it permitted exhaust and other gases, including carbon monoxide, to permeate the exterior panels of the Affected Vehicles and enter the passenger compartment. Based upon information and belief, Ford requires the replacement of the driver side rear air extractor, and not the passenger side rear extractor, because the air intake from the auxiliary air condition system is situated dangerously close in proximity to the driver side rear air extractor. The placement of the air intake system too close to the rear air extractor allows exhaust and other gases, including carbon monoxide, to enter the auxiliary air condition system.

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

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

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

"living hinges" to remain open, permitting exhaust and other gases to permeate the exterior panels of the vehicles, and enter the passenger compartment.

46. Ford designed, manufactured and engineered the 2016 through present model year Ford Explorers and Affected Vehicles using valve assembly auto drains on the rear liftgate of the vehicles which are dangerous and defective because the parts permit exhaust and other gases, including carbon monoxide, to enter the passenger compartment. The replacement valve assembly auto drains fail to prevent exhaust and other gases, including carbon monoxide, from entering the passenger compartment, and thus, they are ineffective, dangerous and defective.

47. Ford designed, manufactured, engineered and assembled the 2016 through present model year Ford Explorers and Affected Vehicles without properly sealing the horizontal sheet metal lap joints on the left and right sides of the underbody of the Affected Vehicles. Ford additionally designed, manufactured, engineered and assembled the 2016 through present model year Ford Explorers and Affected Vehicles without properly sealing the rear sheet metal overlap flange across the rear of the vehicle, and the auxiliary air conditioning lines. Accordingly, TSBS 12-12-4 and 14-0130 require that the foregoing joints, flange and lines be sprayed with "generous amounts" of rubberized undercoating, and seam sealer. However, the rubberized undercoating and seam sealer fail to prevent exhaust and other gases, including carbon monoxide, from entering the passenger compartment.

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

49. Ford manufactures two other brands of SUVs that exhibit the same problem. Ford has identified that model years 2011-2013 of its Edge and MKX cars, , have the same exhaust

contamination problem as does the Explorer, and for the same reasons. Furthermore, the 2007-2014 Edge and 2007-2015 MKX vehicles are built on the same or comparable platforms, have the same or comparable design, use the same or comparable components, and have the same problem, namely, exhaust in the passenger cabins.

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

50. Plaintiff and each member of the proposed class has been damaged by Ford's conduct and/or inaction, as they have been exposed to harmful carbon monoxide and exhaust, they unknowingly purchased defective vehicles which cannot be safely operated, they have been forced to pay, or will pay, substantial amounts of money to repair the vehicles, if a repair can be made, and the value of their affected vehicles has been diminished because of this defect.

51. A vehicle containing the defect described herein – that is, a defect that permits the entry of carbon monoxide and other gases into the passenger compartment of the vehicle – is worth less than a vehicle free from such defect. Given that the defect renders driving the Affected Vehicles a health hazard which is potentially deadly, the vehicles are valueless. At the time Plaintiff purchased the vehicle, she paid a price based on the value of such a vehicle free of such defect.

**CLASS ACTION ALLEGATIONS**

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

53. Plaintiff seeks to represent the following class, known here as the **Alabama Explorer Class**:

All persons who purchased or leased in Alabama at least one of the following vehicles: 2016 Ford Explorer or 2017 Ford Explorer.

54. In addition, Plaintiff seeks to represent the following class, known here as the **National Magnuson-Moss Explorer Class**:

All persons who purchased or leased anywhere in the United States at least one of the following vehicles: 2016 - 2017 Ford Explorer.

55. In addition, Plaintiff seeks to represent the following class, known here as the **National Magnuson-Moss All Model Class**:

All persons who purchased or leased anywhere in the United States at least one of the following vehicles: 2016 - 2017 Ford Explorer, 2007-2013 Ford Edge, and 2007 - 2015 Lincoln MKX.

56. **Numerosity.** Members of each of the four classes are so numerous that individual joinder of all members is impracticable. Based upon information and belief, Ford has sold tens of thousands of Affected Vehicles in Alabama. All of these vehicles exhibit the same issues outlined in TSBs 12-12-4 and 14-0130, and contain a defect that may cause carbon monoxide or exhaust to enter the passenger compartments of such vehicles.

57. **Existence of Common Questions of Law and Fact.** Common questions of law and fact exist as to all members of each of the classes. These include, but are not limited to: whether the Affected Vehicles have been sold or leased subject to express and/or implied warranties; whether each Affected Vehicle is defective such that carbon monoxide and exhaust may enter the passenger compartments of such vehicles; whether the Affected Vehicles suffer from a design defect, are unreasonable dangerous and/or are unfit for their intended use; whether Ford has knowledge of such defect; when Ford learned of such defect; whether Ford failed to disclose the defect to Plaintiff and the class; whether Ford misrepresented that the affected vehicles were safe; whether Ford has a fix to the defect and, if so, how much the fix will cost; whether the defect

reduces the value of the affected vehicles; whether Ford's express warranties cover the latent defects; whether Ford breached its warranties made to Plaintiff and the class; whether Ford negligently designed/engineered/manufactured the affected vehicles; whether Ford concealed the defect; and whether Plaintiff and the class have suffered damages as a result of the conduct alleged, and if so, the measure of such damage.

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

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

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

61. The prosecution of separate actions by the individual class members would also create a risk of inconsistent or varying adjudications for individual class members, which would establish incompatible standards of conduct for Ford. The conduct of this action as a class action

presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each class member. Further, Plaintiff anticipates no difficulty in the management of this litigation as a class action.

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

**COUNT I**

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

63. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 62 as if fully set forth herein.

64. This Count is brought on behalf of the **National Magnuson-Moss All Model Class** and, alternatively, the **National Magnuson-Moss Explorer Class and Alabama Explorer Class**.

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

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

67. The vehicles described above in the four class definitions are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

68. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by, among other things, the failure of a warrantor to comply with written or implied warranties.

69. Ford sells and leases its vehicles subject to express warranties that are written warranties within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). Ford

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

70. When Plaintiff and members of the class purchased and/or leased their Affected Vehicles, Ford expressly warranted that the vehicles would be free from defects in design, materials and workmanship. Ford promised to pay for all repairs and parts to remedy defects introduced during the design and manufacturing process.

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

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

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

74. Affording Ford a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile here. Ford has known, or should have known, or was reckless in not knowing of its misrepresentations or omissions concerning the Affected Vehicles' defect resulting in exhaust and other gases, including carbon monoxide, entering the passenger compartment of such vehicles. Notwithstanding, Ford has failed to disclose the existence of this defect and the risk of carbon monoxide exposure, and has failed to rectify the situation. Plaintiff, on numerous occasions, afforded Ford an opportunity to cure by bringing her vehicle into an authorized Ford dealership for service, and notifying the dealership of an exhaust odor in the passenger compartment. Notwithstanding, the defect in Plaintiff's vehicle was not repaired. Furthermore, Ford's authorized dealership expressly represented that no carbon monoxide enters the passenger compartment of the Affected Vehicles and that the problem is limited to a non-safety related issue of odor only – a false representation. What is more, Plaintiff was specifically informed by Ford's authorized dealer that Ford knows of the problem, and does not have a means to fix the problem. Under the circumstances, any requirement that Plaintiff afford Ford a reasonable opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

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

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

## COUNT II

### **BREACH OF EXPRESS WARRANTY** (Ala. Code §§ 7-2-313 & 7-2A-210, *et seq.*)

77. Plaintiff [REDACTED] ("Plaintiff," for purposes of the Alabama Class's claims) repeats and realleges paragraphs [1-62] as if fully set forth herein.

78. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the "Class," for purposes of this Count).

79. Ford is and was at all relevant times a merchant with respect to the Affected Vehicles.

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

81. Based upon information and belief, Ford knew that its vehicles were defective such that an exhaust odor would enter the passenger compartments of those vehicles, and Ford knew or should have known that carbon monoxide and/or other dangerous gases were entering the passenger compartments of such vehicles.

82. Ford failed to disclose this defect, and has failed to notify Plaintiff and the members of the class, and dealers, of such defect and how to correct it.

83. Ford breached its express warranty to repair defects in materials and workmanship within the Affected Vehicles. Ford has not repaired, and has been unable to repair, the Affected Vehicles' materials and workmanship defects.

84. Ford's warranty and warranty repairs fail their essential purpose as Ford has been and may continue to be unable to repair or rectify the problem in the Affected Vehicles. Any claimed limitation on warranty rights accordingly are ineffective and unconscionable given the factual circumstances.

### COUNT III

#### **BREACH OF IMPLIED WARRANTIES** (Ala. Code §§ 7-2-314; 7-2-315 & 7-2A-212; 7-2A-213 *et seq.*)

85. Plaintiff [REDACTED] ("Plaintiff," for purposes of the Alabama Class's claims) repeats and realleges paragraphs [1-62] as if fully set forth herein.

86. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the "Class," for purposes of this Count).

87. Ford is and was at all relevant times a merchant with respect to motor vehicles under Ala. Code §§ 7-2-104 and 7-2A-103.

88. Pursuant to Ala. Code §§ 7-2-314 and 7-2A-212, a warranty that the Affected Vehicles were in merchantable condition was implied by law, and the Affected Vehicles were bought and sold subject to an implied warranty of merchantability.

89. Pursuant to Ala. Code §§ 7-2-315 and 7-2A-213, a warranty that Affected Vehicles were fit for their particular purpose was implied by law, and the Affected Vehicles were bought and sold subject to an implied warranty for fitness for a particular purpose.

90. The Affected Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Affected Vehicles suffer a defect in that they have been designed and manufactured such that exhaust and other gases, including carbon monoxide, may enter the passenger compartment of such vehicles during their normal and customary use.

91. Plaintiff and the other Affected members suffered injuries due to the defective nature of the Class Vehicles and Ford's breach of the warranty of merchantability.

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

93. Ford's warranty and warranty repairs fail their essential purpose as Ford has been and may continue to be unable to repair or rectify the problem in the Affected Vehicles. Any claimed limitation on warranty rights accordingly are ineffective and unconscionable given the factual circumstances.

#### **REQUEST FOR RELIEF**

**WHEREFORE**, Plaintiff, individually and on behalf of the other class members, respectfully requests judgment against Ford:

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

(b) Ordering Ford to provide notice to the classes of the defect with, among other things, the design of the Affected Vehicles, and/or the exhaust and/or HVAC systems such that carbon monoxide and exhaust gets into the passenger compartments of such Affected Vehicles during their normal and customary use;

(c) Ordering Ford to promptly repair and/or replace, without charge, all Affected Vehicles to prevent exhaust and other gases, including carbon monoxide, from entering the passenger compartments of such vehicles; or ordering Ford to offer rescission to Plaintiff and the members of the classes by returning the full costs paid to purchase or lease the Affected Vehicles in exchange for a return of the defective vehicles;

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

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


(f) Awarding attorneys' fees and costs including those provided by statute; and

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

**JURY DEMAND**

Plaintiff demands a trial by jury of all issues triable.

Dated: August 1, 2017

  
\_\_\_\_\_  
W. DANIEL "DEE" MILES, III [ASB-7656-75W]  
H. CLAY BARNETT, III [ASB-4878-N68B]  
ANDREW E. BRASHIER [ASB-8974-A63B]

BEASLEY, ALLEN, CROW,  
METHVIN, PORTIS & MILES, P.C.  
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Montgomery, Alabama 36104

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CHARLES J. LEE  
STEVEN S. TOTI\*\*\*  
RONALD J. BOLZ\*\*\*\*

\*Licensed in CA and MI only  
\*\*Licensed in CA, MI and OH only  
\*\*\*Licensed in MI and WI only  
\*\*\*\*Licensed in IL, IN, MO, OH and WI only

CONSUMER  
LEGAL  
SERVICES, P.C.

ATTORNEYS AND COUNSELORS  
[www.LemonAuto.com](http://www.LemonAuto.com)



2330 Long Beach Blvd.  
Long Beach, CA 90806  
TEL: (562) 424-3293  
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E-MAIL: [CLS@LemonAuto.com](mailto:CLS@LemonAuto.com)  
Toll Free Line: 888-435-1474  
Toll Free Fax: 888-477-1424

August 2, 2017

**FORD MOTOR COMPANY**  
Cheri Leich  
FCSD - Consumer Affairs  
16800 Executive Plaza Drive Suite 3N-333  
Dearborn, MI 48126-4207  
Mail Drop 3NE-B

O/C Lit  
Consumer Claims

Re: **Subject Vehicle: 2016 Ford Explorer (VIN: 1FM5K8GT1G** [REDACTED]

Dear Sir/Madam:

Please be advised that this law office, Consumer Legal Services, P.C., represents Mr. [REDACTED] regarding the purchase of a 2016 Ford Explorer. Please direct any and all future correspondence directly to my office.

This letter shall constitute formal notice to you under the Song-Beverly Warranty Act, the Magnuson-Moss Warranty Act, the California Uniform Commercial Code sections 2607 and 2608, and all other applicable consumer goods and warranty laws.

Specifically, my client is requesting that you comply with paragraph (2) of subdivision (d) of Section 1793.2 of the California Civil Code by promptly making restitution to my client in accordance with the California and Federal lemon laws. The limited written warranty that accompanied the purchase of the subject vehicle provides in part that FORD MOTOR COMPANY or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that you have been unable to service or repair the subject vehicle to conform to the applicable express warranties after a reasonable number of attempts, as evidenced by the repair history on the subject vehicle.

Further, the subject vehicle did not perform as promised, did not and could not pass without objection in the trade under the warranty description, did not match the quality of the similar goods, and/or otherwise would not be fit for the ordinary purposes for which it was intended. By way of example, and not by way of limitation, the defects, malfunctions, mis-adjustments, and/or non-conformities with my client's vehicle include the following: door defects, exhaust malfunctions, auto drain valve replacement, air extractor replacement, side power mirror replacement, rack replacement, back up camera replacement, faulty backup camera replacement, cooler motor

replacement, among other concerns. As evidenced by the repair history on the subject vehicle, said non-conformities have substantially impaired the use, value and safety of the vehicle to my client.

In order to assist you in evaluating this matter, please see attached copies of my client's repair orders. Full and complete repair orders and invoices are in the manufacturer's and repairing dealers' possession and therefore equally available. My client requests that a full and complete copy of the entire repair history under warranty be provided to my client prior to any and all settlement.

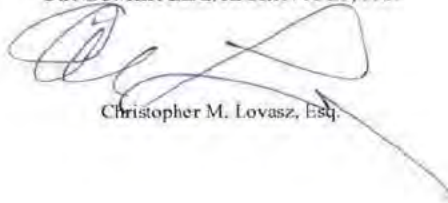
This letter shall also constitute Notice of Breach under the California Uniform Commercial Code sections 2607, 2714 and 2314 and Revocation of Acceptance under section 2608.

Based on the above, my client requests that you promptly repurchase my client vehicle and pay statutory damages pursuant to Civil Code 1794.

Thank you for your time and attention. I look forward to hearing from you within the statutorily-allotted time.

Very truly yours,

**CONSUMER LEGAL SERVICES, P.C.**

A handwritten signature in black ink, appearing to read "Chris Lovasz", with a long horizontal stroke extending to the right.

Christopher M. Lovasz, Esq.

Enclosures  
CL: sc

## Repair Order Detail - Internal Copy

RO Number [REDACTED] RO Status: READY TO POST

Customer: [REDACTED]	Main: ( [REDACTED] )	Click to View Cust Copy
Phone(s): [REDACTED]	2016 [REDACTED]	Cell: [REDACTED]
Vehicle: IFM5K8GT [REDACTED]		
Mileage: 4000	Payment type: CASH	Walter: No
Service advisor: 141	Promised time: 12:00 PM	Estimate: 45.00
Tag number: [REDACTED]	Promised date: 04/12/2017	Customer Comments: No

* THE WORKS SPECIAL 39.95 PLUS TAX INCLUDES 5 QTS OIL, FILTER, MULTI POINT INSPECTION, BATTERY CHECK, LUBE ALL NECC FITTINGS, ROTATE TIRES AND TOPPING ALL FLUIDS. / /				
WRKSS	CLOF	THE WORKS SPECIAL 39.95 PLUS TAX INCLUDES 5 QTS OIL, FILTER, MULTI POINT INSPECTION, BATTERY CHECK, LUBE ALL NECC FITTINGS, ROTATE TIRES AND TOPPING ALL FLUIDS.	0.50	17.95
Tech(s): 763				
FL*820*S		1 FILTER ASY - OIL		8.00
X0*5W30*BSP		6 MOTORCRAFT SAE 5W-30 API GF-5		15.80
Pts:	24.80	Lbr:	17.95	Other:
Story: 9056 0 PERFORMED THE WORKS SPECIAL SERVICE BRAKES F 9MM R			0.00	Total Line A:
8 MM				42.75
-----				
B	99P	PERFORM MULTI-POINT INSPECTION PERFORM MULTI-POINT INSPECTION	0.00	0.00
Tech(s): 763				
Pts:	0.00	Lbr:	0.00	Other:
Story: 9056 BRAKES F 9MM R 8 MM			0.00	Total Line B:
				0.00
-----				
C	TPC	PERFORM TIRE PRESSURE CHECK AND SET TO FACTORY SPECS- RIGHT FRONT _____ LEFT FRONT _____ - RIGHT REAR _____ - LEFT REAR _____ PERFORM TIRE PRESSURE CHECK AND SET TO FACTORY SPECS- RIGHT FRONT _____ LEFT FRONT _____ - RIGHT REAR _____ - LEFT REAR _____	0.00	0.00
Tech(s): 763				
Pts:	0.00	Lbr:	0.00	Other:
Story: 9056 ALL TIRES HAS 35 PSI			0.00	Total Line C:
				0.00
-----				
D	W	CUSTOMER STATES HARD ACCELERATIO IN FREEWAY UP HILLS CAN SMELL EXHAUST FUMES INSIDE VEHICLE / /	0.00	0.00
Tech(s): 703				
Pts:	0.00	Lbr:	0.00	Other:
Story: [REDACTED]			0.00	Total Line D:
				0.00



LOT # [REDACTED] MKR9 WASHFD  
CPST WFA [REDACTED]

1 Data

VISTA FORD  
854 Vista Ford Lincoln  
1011 WOODLAW BOULEVARD  
WOODLAW IL 60119  
SERV. & PARTS DEPT. HOURS  
MONDAY 10:00 AM - 6:00 PM  
TUESDAY 10:00 AM - 6:00 PM  
WEDNESDAY 10:00 AM - 6:00 PM  
THURSDAY 10:00 AM - 6:00 PM  
FRIDAY 10:00 AM - 6:00 PM  
SATURDAY 10:00 AM - 6:00 PM  
SUNDAY 10:00 AM - 6:00 PM

\*ACCOUNTING\*

PAGE 1  
\* PRE-INVOICE \*\*  
SERVICE ADVISOR: 141 GREG KENNICK

CD	PLATE	MAKE/MODEL	VIN	LICENSE	MR. PAGE IN/OUT	TAG
		FORD EXPLORER	1E5M8G1G6[REDACTED]		9531/9831	[REDACTED]
DEL. DATE	PRO. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT
01/20/17			15:00	26APR17	0.00	CASH
01/20/17						26APR17

LINE	QTY	TECH TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A. EXHAUST STATES EXHAUST SMELL INSIDE OF VEHICLE UPON HARDER ACCELERATION										
LABOR					6320	22786			227.86	227.86
227				2.00						
1		8852*61780862*B GRILLE			2594	1506	0	20.84	17.13	35.06
2		8852*61780862*V VENT AIR OUTER								
3		8852*64280862*A VALVE			448	628	0	3.73	3.14	6.28
4		8852*64280862*V AUTO DRAIN			2369	3317	0	19.18	13.17	33.17
5		8852*64280862*V VALVE ADHESIVE								
PARTS					5321	7451	TPARTS			
LABOR					6320	22786	LABOR			
OTHER						0.00	TOTAL LINE A:			
							300.17			

REMOVED REAR BUMPER COVER REPLACED AIR EXTRACTOR WITH UPDATED  
 DWG. WITH AIR EXTRACTORS. REPROGRAMMED HVAC MODULE TO LATEST LEVEL.  
 CLEANED SEAMS FOR LEAKS WITH SOAPY WATER AND PRESSURIZED CABIN WITH A/C  
 FOLLOWS THE SEAM AT LEFT SIDE BEHIND BUMPER LEAKING ALSO FOLLOWED TSB  
 FOR 17-0022. REPLACED 2 MISSING AUTO DRAIN VALVES IN  
 CABIN. REMOVED REAR BUMPER COVER REPLACED AIR EXTRACTOR WITH UPDATED  
 DWG. WITH AIR EXTRACTORS. REPROGRAMMED HVAC MODULE TO LATEST LEVEL.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS OIL LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ADJUSTMENT	
PLEASE PAY THIS AMOUNT	

LOT LOCATION: WK99 WASHED  
 CUSTOMER: [REDACTED]

VISTA FORD  
 dba Vista Ford Lincoln  
 2101 VENTURA BOULEVARD  
 WOODLAND HILLS CA 91364  
 SERVICE DIRECT: (818) 884-5661  
 FAX: (818) 884-5661

\*ACCOUNTING\*

SERVICE AND PARTS DEPT. HOURS  
 MONDAY THRU FRIDAY  
 7:30 A.M. TO 5:00 P.M.  
 SATURDAY  
 8:00 A.M. TO 5:00 P.M.

PAGE 2  
 \*\* PRE-INVOICE \*\*  
 SERVICE ADVISOR: 141 GREG KENNICK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MPG	IN/OUT	TAG
	16	FORD EXPLORER	1FMSK8GT1G			9531/9531	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PG. NO.	RATE	PAYMENT	INV. DATE
01-JAN-17			15:00 26APR17		0.00	CASH	26APR17
R.O. OPENED	READY	OPTIONS	ENG				
26APR17	26APR17						

LINE 000000 TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET TOTAL  
 MTIME TO DIAG AND TRACE LEAK TO OPEN SEAM SEAL AND RESEAL SEAMS WITH  
 SEAM SEALER AND BODY UNDER COATING , RECHECKED OK. MTIME 2.3 HRS PLUS  
 ANY OPS FOR REPROGRAM HVAC.  
 B PERFORM TIRE PRESSURE CHECK AND SET TO FACTORY SPECS- RIGHT  
 FRONT LEFT FRONT RIGHT SEAM LEFT REAR  
 CONCERN CODE:  
 TPC PERFORM TIRE PRESSURE CHECK AND SET TO  
 FACTORY SPECS- RIGHT FRONT LEFT  
 FRONT RIGHT REAR LEFT REAR

PARTS:	297	ISP	0.00	0	0		0.00	0.00
	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE 0:		0.00
C PLEASE WASH VEHICLE								
CONCERN CODE:								
	NC	NO CHARGE					0.00	0.00
PARTS:	297	ISP	0.00	0	0	TOTAL LINE C:		0.00
	0.00	LABOR:	0.00	OTHER:	0.00			0.00

DATE	START	FINISH	DURATION	TYPE	TECH	LINE(S)	CHG
04-26-17	11:09	13:26	2.28	W	297	A	
	13:26	13:42	0.27	W	297	A	

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
57200	12796	6320		54600	7451	5321	
57300	0	0		11400	30237	*****	
77500	0	*****					

CONT. SALE, & COMP TOTALS				11641	30237	0	
DESCRIPTION	TOTALS	DESCRIPTION	TOTALS	DESCRIPTION	TOTALS	DESCRIPTION	TOTALS
LABOR AMOUNT	0.00	LABOR AMOUNT	0.00	LABOR AMOUNT	0.00	LABOR AMOUNT	0.00
PARTS AMOUNT	0.00	PARTS AMOUNT	0.00	PARTS AMOUNT	0.00	PARTS AMOUNT	0.00
GAS OIL LUBE	0.00	GAS OIL LUBE	0.00	GAS OIL LUBE	0.00	GAS OIL LUBE	0.00
SUPPLET AMOUNT	0.00	SUPPLET AMOUNT	0.00	SUPPLET AMOUNT	0.00	SUPPLET AMOUNT	0.00
MISC. CHARGES	0.00	MISC. CHARGES	0.00	MISC. CHARGES	0.00	MISC. CHARGES	0.00
TOTAL CHARGES	0.00	TOTAL CHARGES	0.00	TOTAL CHARGES	0.00	TOTAL CHARGES	0.00
ADJUSTMENT	0.00	ADJUSTMENT	0.00	ADJUSTMENT	0.00	ADJUSTMENT	0.00
SALES TAX	0.00	SALES TAX	0.00	SALES TAX	0.00	SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00	PLEASE PAY THIS AMOUNT	0.00	PLEASE PAY THIS AMOUNT	0.00	PLEASE PAY THIS AMOUNT	0.00

Notice to Customer: Please read important information on back. ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED.

LET CUSTOMER BE ADVISED  
 CUSTOMER NAME: [REDACTED]

VISTA FORD  
 688 Vista Ford Lincoln  
 31831 - PAT. 44-20047-1003  
 WOODSIDE HILLS, PA 19154  
 SERVICE DIRECT: (818) 884-7601  
 FAX: (610) 403-2104  
 SALES: (610) 403-2104

\*INVOICE\*

TRUCK ALLOWANCE DEPT. HOURS  
 MONDAY THRU FRIDAY  
 7:30 AM TO 5:00 PM  
 SAT/SUN/COV.  
 8:30 AM TO 5:00 PM

GLORIFIED [REDACTED]  
 HOME: [REDACTED]  
 BUS: [REDACTED] CELL: [REDACTED]

PAGE 1

SERVICE ADVISOR: 141 GREG KENNICK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	OUT	TAX
		FORD EXPLORER	1FMSK8GT10C	[REDACTED]	21632	11632	[REDACTED]
DEL. DATE	PROV. DATE	WARR. EXP.	PROMISED	POW.	RATE	PAYMENT	INV. DATE
11JAN01			13:30	13JU	0.00	CASH	13JUL17
TO SERVICE	READY	OPTIONS					
25JUL17	13JUL17	[REDACTED]					

LINE	SPRIN	BOB	TYPE	HOURS	LIST	NET	TOTAL
A							

A CUSTOMER STATES EXHAUST SMEL IN CAB- PER HOTLINE AND BOB TO REPERFORM  
 PER THE DEALER  
 CAUSE: 1  
 HT17-0044 17-0044  
 W  
 17-0044 ADHESIVE (N/C)  
 FOR EAD (N/C)  
 PARTS: 17-0044  
 COUNT  
 CLAIM TYPE  
 AUTO BODY  
 E.V.I.

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00  
 11632 140 CUSTOMER STATES EXHAUST SMELL IN CAB AT TIMES. CONCERN  
 VERIFIED BY SHOPPERMAN. AS PER HOTLINE PERFORMED TSB # 17-0044 .  
 PRESSURIZED CABIN AND TESTED AND INSPECTED VEHICLE FOR LEAKS FOLLOWING  
 TSB PROCEDURE. USED SOAPY WATER TO INSPECT FOR LEAKS . CHECKED HVAC  
 MODULE & REBATES AND PROGRAMMED TO LATEST LEVEL . SEALED ALL LEAKS  
 WITH TAPE & READER . RECHECKED OPERATION OK. MTIME FOR LABOR AS PER  
 17-0044

B TECH TO FOLLOW RECOMMENDATION  
 NO CAB SMEL  
 17-0044 ISF  
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C CUSTOMER STATES LEFT MIRROR MAKES NOISE WHEN OPENING AND CLOSING  
 CAUSE: 1  
 17-0044 MIRROR - REAR VIEW OUTSIDE - SAIL MOUNT  
 17-0044 MIRROR - REPLACE - ONE (17682) - L (N/C)  
 17-0044 MIRROR - REAR VIEW  
 17-0044 MIRROR - REAR VIEW OUTSIDE - SAIL MOUNT (N/C)

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SURCHARGE AMOUNT	
MFSC CHARGES	
TOTAL CHARGES	
ADJUSTMENT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

LMT PROTECTANT NOT WASHED  
 CUSTOMER # [REDACTED]

VISTA FORD  
 dba Vista Ford Lincoln  
 21801 VISTA LA FOLLE BLVD  
 WOODLAND HILLS, CA 91367  
 SERVICE DIRECT: (818) 884-7801  
 FAX: (818) 884-7802  
 E-MAIL: VISTA@VISTA.FORD.COM

\*INVOICE\*

SERVICE AND PARTS DEPT. HOURS  
 MONDAY THRU FRIDAY  
 7:00 A.M. TO 9:00 P.M.  
 SATURDAY  
 8:00 A.M. TO 5:00 P.M.

GLENDALE, CA  
 HOME: [REDACTED]  
 BUS: [REDACTED]

PAGE 2

SERVICE ADVISOR: 141 GREG KENNICK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	16	FORD EXPLORER	1FMSK8G717K [REDACTED]		11632/11632	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PG. NO.	RATE	PAYMENT	INV. DATE
01JAN16 IS			13:30 13JUL17		00	CASH	13JUL17
		RO OPENED	READY	OPTIONS	EN		
	26JUN17		13JUL17				

LINE	QPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			ELECTRIC - REPLACE - ONE (17682) - 1 EXTRA TIME TO SYNCHRONIZE POWER				(N/C)

FC: NS 12  
 PART#: 6551\*17683\*REPTM  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE: TRN2468206  
 297

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

11632 DRIVERS SIDE POWER MIRROR ASSY NOISY WHEN FOLDING IN AND OUT. ACCESSED AND REPLACED DRIVERS SIDE POWER MIRROR ASSY.

D CUSTOMER STATES WHEN GOING INTO REVERSE AND TURNING AND PULLING OUT OF DRIVEWAY HEARS POPPING NOISE IN FRONT END

CAUSE: 1

3504E STEERING GEAR ASSEMBLY - EPAS - DIAGNOSIS (3504/3A500/3G600) - L 145 W (N/C)

1 PRE2\*3504\*B GEAR ASY - STEERING (N/C)

3504E45 STEERING GEAR ASSEMBLY - EPAS - DIAGNOSTIC PINPOINT TEST (3504/3A500/3G600) - L 145 W (N/C)

3504E1 STEERING GEAR ASSEMBLY - EPAS - REPLACE (3504/3A500) - L 145 W (N/C)

3007A CRUISE, CAMBER, TOE-IN - CHECK - L 145 W (N/C)

3007A57 TOE-IN - CORRECT (FRONT/REAR) - L 145 W (N/C)

FC: NS 14  
 PART#: 6551\*17683\*REPTM  
 COUNT:

QUANTITY	UNIT PRICE	AMOUNT	DESCRIPTION	TOTALS
			LABOR AMOUNT	
			PARTS AMOUNT	
			GAS, OIL, LUBE	
			SUBLET AMOUNT	
			MISC. CHARGES	
			TOTAL CHARGES	
			ADJUSTMENT	
			SALES TAX	
			PLEASE PAY THIS AMOUNT	

Notice to Consumer: Please read important information on back.

ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED

CUSTOMER COPY



LOT LOCAL # [REDACTED] 145880  
 CUSTOMER # [REDACTED]

VISTA FORD  
 dba Vista Ford Lincoln  
 2150 VANDERBILT BLVD  
 WOODLAND HILLS, CA 91364

SERVICE DIRECT: (818) 884-7001  
 FAX: (818) 884-7002  
 SALES: (818) 884-7000

\*INVOICE\*

BRIDGE AND PARTS DEPT - 5145  
 MONDAY THROUGH SATURDAY  
 7:00 A.M. TO 8:00 P.M.  
 SATURDAY  
 8:00 A.M. TO 5:00 P.M.

GLENDALE, CA [REDACTED]  
 HOME: [REDACTED]  
 BUS: [REDACTED]

PAGE 4

SERVICE ADVISOR: 141 GREG KENNICK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MI/AGE IN	OUT	TAG		
		FORD EXPLORER	1FMSK8GT1G [REDACTED]		11632/11632		[REDACTED]		
DEL DATE	PRICE	DATE	WARR	EMP	PROMISED	COND.	DATE	PAYMENT	INCL DATE
01JAN16 IN									
01JAN16 ED					11:30	11JUL17		0.00	CASH
SO OPENED		READY			OPTIONS:	EN [REDACTED]			
26JUN17						11JUL17			

LINE	DCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
11632	1.00						
11632 1.00 TICKING NOISE FROM FRONT AXLES GOING STRAIGHT REPAIR PER TSB # 11632 11632							
*****							
H** CUSTOMER STATES CAMERA IS INOP ON DISPLAY SO SPECIAL ORDER PARTS							
*****							
PARTS:							(N/C)
LABOR:			0.00	OTHER:	0.00	TOTAL LINE H:	0.00
*****							
I** CUSTOMER STATES DRIVERS SEAT AC INOP AT TIMES OR INSTEAD OF AC TIES HEATED TO THE POINT THAT THE CUSTOMER CANT LEAN BACK SO SPECIAL ORDER PARTS							
*****							
PARTS:							(N/C)
LABOR:			0.00	OTHER:	0.00	TOTAL LINE I:	0.00
*****							
J** CUSTOMER STATES WHEN OPENING REAR HATCH MAKES CLICKING NOISE ON THE LEFT SIDE SO SPECIAL ORDER PARTS							
*****							
PARTS:							(N/C)
LABOR:			0.00	OTHER:	0.00	TOTAL LINE J:	0.00
*****							

AMOUNT	DESCRIPTION	TOTAL
	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
	ADJUSTMENT	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	0.00

LOT LOCATION: [REDACTED]  
 CUSTOMER #: [REDACTED]

VISTA FORD  
 dba Vista Ford Lincoln  
 2151 WILLOW BLOSSOM BLVD  
 WICKLIFFE #103 CA 91791  
 SERVICE BRANCH: (910) 854-7601  
 FAX: (910) 854-2014  
 E-SR #0114801918

\*INVOICE\*

GLENDALE, CA [REDACTED]  
 HOME: [REDACTED]  
 BUS: [REDACTED]

PAGE 1

SERVICE ADVISOR: 141 GREG RENNICK

SALES AND PARTS DEPT. HOURS  
 MONDAY THROUGH FRIDAY  
 7:00 A.M. TO 6:00 P.M.  
 SAT. 9:00 A.M. TO 3:00 P.M.

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN - OUT	TAG	
		EXPLORER	1FMSK8GT1GC		12485/12485		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO #	RATE	PAYMENT	INV. DATE
01JAN16 IN			11.00 20JUL17		0.00	CASH	20JUL17
RD OPENED	READY	OPTIONS: EN					
20JUL17	20JUL17						

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

A. CUSTOMER SEATES CAMERAS INOP--SOP HERE

CAUSE: 1  
 126212 BODY / CHASSIS / ELECTRICAL (BCE) - TEST  
 (15K600/148200/140212/140371/15604/15K600) -  
 W  
 1 GR1190470\*A CAMERA - PARKING (N/C)  
 14490A CAMERA - REAR VIEW PARKING - REPLACE (N/C)  
 (1190450) - L  
 237 - W (N/C)  
 FC: N/A  
 PART#: 2852\*190490\*A  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 237  
 PARTS: LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00  
 12485 BACKUP CAMERA IMAGE DISTORTED. HOOKUP HAS NO DTC CODES.  
 TESTED WITH KNOWN GOOD CAMERA AND WORKING. REPLACED FAULTY BACKUP  
 CAMERA REPROGRAMMED CAMERA. RECHECKED OPERATION OK.  
 \*\*\*\*\*

B. CUSTOMER SEATES REAR HATCH MAKES NOISE--SOP HERE

CAUSE: 1  
 14490A MOTOR ASSEMBLY - POWER LIFTGATE - REPLACE  
 (15K600/148351/406A10/406A11) - L (N/C)  
 W  
 1 GR1148551\*A DRIVE MOTOR (N/C)  
 FC: N/A  
 PART#: 148551-148551-A  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 237

GROUP	DESCRIPTION	AMOUNT	TOTALS
LABOR	LABOR AMOUNT		
PARTS	PARTS AMOUNT		
GAS OIL LUBE	GAS OIL LUBE		
SURETY	SURETY AMOUNT		
MISC CHARGES	MISC. CHARGES		
TOTAL CHARGES	TOTAL CHARGES		
ADJUSTMENT	ADJUSTMENT		
SALES TAX	SALES TAX		
PLEASE PAY THIS AMOUNT	PLEASE PAY THIS AMOUNT		

Notice to Consumer: Please read important information on back

ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED

CUSTOMER COPY

LOT LOCAL  
 CUSTOMER #

VISTA FORD  
 dba Vista Ford Lincoln  
 21551 WEST LRA ST. LINCOLN, NE  
 68502-4307 FAX: 408-927-2155  
 SERVICE DIRECT: (818) 884-7601  
 FAX: 408-927-2155  
 887-884-7601

\*INVOICE\*

GLENDALE, NE  
 HOME: [REDACTED]  
 BUS: [REDACTED]

PAGE 2

SERVICE ADVISOR: 141 GREG KENNICK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	15	FORD EXPLORER	16M5K8GT1G		12485/12485		
DEL. DATE	PROB. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
01JAN16 24			11:00 20JUL17			CASH	20JUL17
		B.O. OPENED	READY	OPTIONS: EN			
	20JUL17		20JUL17				

LINE	QPCODE	TECH	TYPE	HOURS	LIST	NST	TOTAL
12485							
12485 NOISE FROM REAR HATCH WHEN OPENING AND CLOSING . FOUND NOISE FROM REAR HATCH STRUT MOTOR . REPLACED NOISEY REAR HATCH STRUT MOTOR ASSY. . RECHECKED OPERATION OK.							

C CUSTOMER STATES THAT FRONT SEAT AC BURNS YOUR BACK--SOP HERE  
 CAUSE: 1

1600808 TSB 16-0080  
 297 W  
 2 GUS2\*19N550\*B BLOWER ASY - VENT AIR - CCS (N/C)  
 PC: 500 AC (N/C)  
 PART#: GUS2\*19N550\*B  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 297  
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00  
 12485 1.48 HOUR FRONT SEAT BACK SEAT COOLERS INOP. TSB # 16-0080 AS PER TSB ACCESSED AND REPLACED BOTH FRONT SEAT BACK COOLER MOTORS AND REPROGRAMMED AS BUILT DATA FOR SOME MODULE . RECHECKED OPERATION AFTER TSB DONE OK

D PERFORM TIRE PRESSURE CHECK AND SET TO FACTORY SPECS / /  
 TPC PERFORM TIRE PRESSURE CHECK AND SET TO FACTORY SPECS

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

E PLEASE WASH VEHICLE  
 WC IN CHARGE

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

F BOB N T VERIFY NOISE  
 ON UNABLE TO VERIFY

AMOUNT PAID	DATE	DESCRIPTION	TOTALS
		LABOR AMOUNT	
		PARTS AMOUNT	
		GAS OIL LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		ADJUSTMENT	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

Notice to Consumer: Other read important information on back.

ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED.

LOT LOCATION: 214 WASHED  
 CUSTOMER # [REDACTED]

VISTA FORD  
 184 Vista Ford Lincoln  
 21001 VENTURA BELLVUE  
 YV000412 HILLS, CA 91344

\*INVOICE\*

SERVICE DIRECT (818) 884-7601  
 FAX (818) 884-7604  
 9-5 A.M. - 4:00 P.M.

SERVICE AND PARTS DEPT. HOURS:  
 MONDAY THRU FRIDAY  
 7:00 A.M. TO 6:00 P.M.  
 SATURDAY  
 1:00 P.M. TO 5:00 P.M.

GLENDALE, CA  
 HOME: [REDACTED]  
 BUS: [REDACTED]

PAGE 3

SERVICE ADVISOR: 141 GREG KENNICE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	16	FORD EXPLORER	1FMSK8GT1G [REDACTED]		12485/12485	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
			11:00 20JUL17		0.00	CASH	20JUL17
R.O. OPENED	READY	OPTIONS					
20JUL17	20JUL17	[REDACTED]					

LINE	QTY	PRICE	TECH	TYPE	HOURS	LIST	NET	TOTAL
PARTS:	0.00							(N/C)
LABOR:	0.00							0.00
OTHER:	0.00							0.00
TOTAL LINE P:								0.00

JUL 21 2017  
 Warranty

QTY	PRICE	DESCRIPTION	TOTALS
1		LABOR AMOUNT	0.00
1		PARTS AMOUNT	0.00
1		GAS, OIL, LUBE	0.00
1		SUBLET AMOUNT	0.00
1		MISC. CHARGES	0.00
1		TOTAL CHARGES	0.00
1		ADJUSTMENT	0.00
1		SALES TAX	0.00
1		PLEASE PAY THIS AMOUNT	0.00

Notice to Customer: Please read important information on back.

ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED

CUSTOMER COPY

UTD 02/02/2017 TO 02/02/2018 11 [REDACTED]

LFMSK8GT1 [REDACTED] FORD  
UT 00/00/2016 NH 2016  
01/20/2017 120 G 389 1900

CAB WEST LLC LSR  
SARKISSIAN VAHE LSE  
2317 SYLVAN LANE  
GLENDALE CA 91208-2332

HTD LSG LLC  
PO BX 105704  
ATLANTA

L0288

GA

STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED REGISTRATION  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS



TX

**LEMON LAW GROUP PARTNERS PLC**

Attorneys and Counselors at Law  
P.O. Box 18799  
Sugar Land, TX 77479

Telephone (888) 415-0610  
Facsimile (888) 809-7010  
Email: info@lemonlawgrouppartners.com

August 2, 2017

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

Re: [REDACTED]  
Vehicle: 2016 Ford Explorer  
VIN: 1FM5K7D80GC [REDACTED]

REG. Lit  
Consumer Claims

AUG - 2 2017

Dear Sir/Madam:

Please be advised that this law firm represent the legal interests of [REDACTED] on the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately stop all communications with our client. The only exception is the dealership that can communicate with the client in reference to future repairs. If you attempt to settle with our client, you must include, all statutory relief, including all damages, attorney fees and costs, or we will file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

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 many defects. You had enough opportunities for repairs, however, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. For any future repairs pursuant to the lemon law, you must contact me directly. Our client demands that you immediately act 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.

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 are not 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 communications to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC  
By: s/n Atousa Nezamabadi  
Attorney for Plaintiff

CC: Northside Ford



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

---

USPS CERTIFIED MAIL



9314 8000 3860 0206 2509 82

---

CM-wSig  
00000010

CM-0623-9628.01



FORD MOTOR COMPANY  
PO BOX 6248  
DEARBORN MI 48121-6248



TEXAS MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT

Date 11/03/2015

BUYER [REDACTED]	SELLER/CREDITOR NORTHSIDE FORD
ADDRESS [REDACTED]	
CITY San Antonio STATE TX [REDACTED]	ADDRESS 12300 SAN PEDRO AVENUE, Hwy 281 N
PHONE [REDACTED]	
CO-BUYER N/A	CITY SAN ANTONIO
ADDRESS N/A	STATE TX ZIP 78216
CITY N/A STATE N/A ZIP N/A	PHONE (210) 525-9800
PHONE N/A	


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.

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid when you have made all scheduled payments.	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment of \$ 2,000.00
3.09 %	\$ 1,860.59	\$ 38,278.61	\$ 40,129.20	\$ 42,129.20

1-800-727-7000

 **FORD CREDIT**

www.fordcredit.com

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
36	\$ 1,114.70	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually Starting: 12/03/2015

**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.

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



NEW OR PRE-OWNED CERTIFIED EXTERIOR/INTERIOR PROTECTION

LIMITED WARRANTY REGISTRATION

Form with fields for Issuing Dealer (NORTHSIDE FORD), Owner Name, Address (SAN ANTONIO), Vehicle (2016 FORD EXPLORER), and Dealer Code No. (023068D). Includes a Retail Price of \$199.00.

Super Polysteel 5-YEAR NEW PROTECTION 3-YEAR PRE-OWNED

- 1. The following pages constitute the provisions and terms which make up the Exterior & Interior Vehicle Protection Limited Warranty
2. The Exterior & Interior Vehicle Protection Limited Warranty offers coverage for Exterior/Interior Treatments (Gloss, Fabric/Leather/Vinyl) only as described herein.
3. The Exterior & Interior Vehicle Protection Limited Warranty will expire at the end of the term selected herein.

\*SEE REVERSE FOR ADDITIONAL WARRANTY INFORMATION, LIMITATIONS AND EXCLUSIONS.

Super Polysteel Protection Package Acceptance

I understand the Super Polysteel products applied by the authorized dealer above to the exterior and interior on the above vehicle that this Limited Warranty is designed to protect the appearance of any vehicle and provide additional protection over and above the manufacturer's warranty.

Signature and date fields for Owner and Dealer Acceptance, including phone number fields for Home and Work.

Super Polysteel Protection Package Declination

Before you decide to purchase our Appearance Protection Packages, we encourage you to review the vehicle manufacturer's warranty on paint, carpet, fabric, vinyl and leather surfaces.

Signature and date fields for Owner and Dealer Acceptance.

Contract # [Redacted]

Administrator: Innovative Aftermarket Systems L.P. / 10800 Pecan Park Blvd., Suite 410, Austin, TX 78750

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

You agree to give us proof of property insurance. You must name us as the person to be paid under the policy in the event of damage or loss.

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

**Optional credit life and credit disability insurance**

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

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

N/A  
(Insurance Company)

Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the term of the insurance is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

**Balloon payment contracts:** Credit Life Insurance is for the scheduled term of this contract. Credit Disability Insurance covers the first     N/A     payments and does not cover the last scheduled payment.

You want the insurance indicated above.

Buyer's Signature:     A              N/A    

Co-Buyer's Signature:     A              N/A    

**Debt cancellation agreement.** The granting of credit will not be dependent on the purchase of the debt cancellation agreement described below. It will not be provided unless you sign and agree to pay the extra cost. The credit approval process will not be affected by whether or not you buy the debt cancellation agreement.

Debt Cancellation Agreement**	<u>    N/A    </u>	\$ <u>    N/A    </u>
	Term in Months	Premium or Fee

N/A  
(Insurance Company)

\*\*WE WILL CANCEL CERTAIN AMOUNTS YOU OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OR THEFT OF THE VEHICLE AS STATED IN THE DEBT CANCELLATION AGREEMENT.

You can cancel the debt cancellation agreement without charge for a period of 30 days from the date of this contract, or for the period stated in the debt cancellation agreement, whichever period ends later.

A debt cancellation agreement is not insurance and is regulated by the Office of Consumer Credit Commissioner.

You want the debt cancellation agreement for which the premium or fee is included above.

Buyer's Signature:     B              N/A    

Co-Buyer's Signature:     B              N/A    

**Anti-Theft Product (Optional)**

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

- N/A          \$     N/A          Term     N/A
- N/A          \$     N/A          Term     N/A
- N/A          \$     N/A          Term     N/A

    C              N/A    

Buyer Signs

True and Accurate Review Copy - UCC Non-Authoritative Copy

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