

To protect the privacy of individuals, NHTSA does not make medical records available to the public without authorization. For this reason, documents falling into this category have not been included in this complaint record.

# ENTERPRISE RENT A CAR

\*\*\*\*\*PLEASE NOTE FORD IS NOT LIABLE FOR ANY RENTAL OR STORAGE CHARGES WHILE  
MATTER IS BEING INVESTIGATED\*\*\*

\*\*\*ONCE WE ARE IN RECEIPT OF ALL THE REQUESTED INFORMATION, IT WILL BE THOROUGHLY  
REVIEWED AND THE CONTACT PERSON LISTED ON THIS FORM WILL BE NOTIFIED OF OUR  
DECISION\*\*\*

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

**From:** Levasseur, Joseph J [mailto:Joseph.J.LeVasseur@ehi.com]  
**Sent:** Thursday, August 17, 2017 11:36 AM  
**To:** Miles, Felicia (E.)  
**Subject:** ELCO [REDACTED] Request for claim to be setup for Vehicle Defect allegation

August 17, 2017

Ford Motor Company  
3 Parklane Blvd  
Parklane Towers West, Suite 400  
Dearborn, MI 48216  
Attn: Felicia Miles

Fax: 313-845-5555  
fmiles@ford.com

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

AUG 17 2017

OFFICE OF THE  
GENERAL COUNSEL

RE: Vehicle: 2017 Ford Explorer  
VIN: 1FMSK8F88HC [REDACTED]  
Date of Loss: 7/29/17  
Our File No.: [REDACTED]

Dear [REDACTED]

---

Please be advised this office handles claims for Enterprise Leasing Company of Philadelphia, LLC d/b/a Enterprise Rent-A-Car. I am the person assigned to investigate this loss.

The driver of the above listed vehicle, Carlarnes Fleming, alleged that she was treated for vertigo while driving the vehicle as a result of a mechanical defect involving the engine and carbon monoxide poisoning. Due to the allegation, this vehicle has been isolated and will remain on hold to allow for your company to investigate this claim and have the vehicle inspected.

The vehicle is currently being isolated in Pennsauken, NJ. Please contact the undersigned and refer to the above file number, so we can begin the process of setting up a date, time, and place for the inspection. Please note per our company guidelines on vehicle defect allegations, an inspection will only be setup after all parties involved are notified of the date, time and place, giving them an opportunity to have their own inspector present.

Sincerely,

Jay LeVasseur  
Sr. Liability Claims Administrator  
ELCO Administrative Services Company

Via Certified Mail No.: 7017 0530 0000 0284 9541



Jay LeVasseur  
Sr. Liability Claims Administrator  
190 B04-4800  
Wayne, NJ 07474  
973-305-6325 direct  
973-972-7129 fax  
[jlevasseur@erac.com](mailto:jlevasseur@erac.com)

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CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed and may contain confidential and privileged information protected by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of the e-mail is strictly prohibited. Please notify the sender immediately by return e-mail and delete all copies from your system.



MD



# KIMMEL & SILVERMAN

P.C.

ROBERT M. SILVERMAN  
CRAIG THOR KIMMEL

- \* Member, PA Bar
- \* Member, NJ Bar
- \* Member, DE Bar
- \* Member, NY Bar
- \* Member, MD Bar
- \* Member, MI Bar
- \* Member, OH Bar
- \* Member, WI Bar
- \* Member, CT Bar
- \* Member, TN Bar
- \* Member, WY Bar
- \* Member, IL Bar
- \* Member, CA Bar
- \* Member, HI Bar

- JACQUELINE C. HERRITT
- ROBERT A. PAPIK
- ANGELA K. TROCCOLI
- AMY L. BENNETT GINSBURG
- W. CHRISTOPHER COMPTON
- JASON L. GRESLER
- SHANNON E. HARKINS
- CHAD P. DOMAN
- RYAN W. FERGUSON
- RACHEL M. SALLI
- RACHEL A. STEVENS
- JOSUPE C. HUGGEL
- RICHARD J. ALBANESE

1-800-LEMON LAW  
[www.lemontlaw.com](http://www.lemontlaw.com)

CORPORATE HEADQUARTERS  
30 E. Butler Pike  
Ambler, PA 19002  
P (215) 340-8888  
F (215) 340-8817

WESTERN PA OFFICE: 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08001, P (856) 429-8334, F (856) 216-1344

DELAWARE OFFICE: 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE: 136 Main Street, Suite 301, Danbury, CT 06239, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE: 1101 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

RUFFALO, NY OFFICE: 1207 Delaware Avenue, Suite 410, Buffalo, NY 14204, P (716) 332-6112, F (800) 863-1689

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

August 17, 2017

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

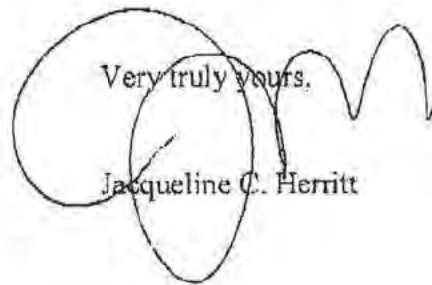
Re: Ms. [REDACTED]  
2015 Ford Explorer XLT  
VIN: 1FM5K7D87C [REDACTED]

Dear Madam:

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

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

I look forward to hearing from you.

Very truly yours,  
  
Jacqueline C. Herritt

OGC Lit  
Consumer Claims

JCH/as  
Attachments

AUG 18 2017



10 SOLOMONS ISLAND ROAD  
 PRINCE FREDERICK, MD 20678  
 (410) 535-0900

VISIT OUR WEBSITE @ [www.princefrederickford.com](http://www.princefrederickford.com)

Adv: 112 NATALIE ANN DICKENS		Tag	Licenc	1FM5K7D87 G	Page 1 (Last)	Tm
Invoice to			Driver/Owner Information			
[REDACTED]			[REDACTED]			
CWINGS, MD			CWINGS, MD			
[REDACTED]			[REDACTED]			
For Office Use			Vehicle Information			
Odometer In: 25942 Out: 25952		WAR C W	Pralih	16 FORD EXPLORER XLT FWD 4DR SUV BLACK		
				Stock#:	0N156G2A	
Eng In: 09/21/16	Done: 09/21/16	Invoice d: 09/21/16 14:09 NL		Inservice: 07/31/15	Production: 07/09/15	UoId: 0E/21216
***Customer Waiting***						
Concern 51	CUSTOMER STS SMELL EXHAUST IN THE TRUCK			Operation	Tech Units	Amount
Correction	ROAD TEST WITH TECHNICIAN/CUSTOMER TO VERIFY			MTSC	750 0.0	0.00
Type: W				Subtotal		
				TOTAL CHARGE FOR CONCERN		0.00
Concern 52	CUSTOMER STS CHECK POWER DRIVERS SEAT, SEEM TO SHIFT HARD WHEN IT MOVES FROM ALL THE WAY BACK TO ALL THE WAY FRONT DOES NOT OCCUR CONSTANTLY-UNABLE TO VERIFY TO DIAGNOSE CONCERN			Operation	Tech Units	Amount
Correction				KPE	750 0.0	0.00
Type: W				Subtotal		
				TOTAL CHARGE FOR CONCERN		0.00
Summary of Charges for Invoice			Payment Distribution for Invoice			
TOTAL CHARGE 0.00			FACTORY WARRANTY TOTAL CHARGE		0.00	
					0.00	
***Customer Waiting***						
Attention: The following invoices also exist CUS - CUSTOMERPAY If you have any questions - please call NATALIE ANN DICKENS						

STATEMENT OF DISCLAIMER

The factory warranty constitutes one of the warranties with respect to the sale of this item/vehicle. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for any liability in connection with the sale of this item/vehicle. We agree that any claim, dispute or controversy directly or indirectly relating to the repair, work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, [www.nafdispute.com](http://www.nafdispute.com) or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-19. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, distress or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor of anything herein be construed to limit any remedies under the Magnuson Moss Act.

X \_\_\_\_\_  
 CUSTOMER SIGNATURE:



10 SOLOMONS ISLAND ROAD  
 PRINCE FREDERICK, MD 20678  
 (410) 535-0900

VISIT OUR WEBSITE @ www.princefrederickford.com

Adv: 112 NATALIE ANN DICKENS		Tag	License	1FM5K7U87	Page 1	Invoice C	
Invoice to			Driver/Owner Information				
[REDACTED]			[REDACTED]				
[REDACTED]			[REDACTED]				
For Office Use			Vehicle Information				
Dometer In: 25942	Out: 25952	Dist: 1-A CUB C W	Prelin	16 FORD EXPLORER XLT FWD 4DR SUV BLACK			
			Stock:	0N15662A			
			Invoice-d: 08/21/16 14:09 NL				
***Customer Waiting***							
Concern 24 Correction	CUSTOMER STE OIL AND FILTER ROTATE TIRES NO BALANCING COMPLETE "THE WORKS" PACKAGE CHANGE OIL AND FILTER (WITH UP TO 5QTS OF OIL) ROTATE TIRES AND SET PROPER PRESSURE INSPECT BRAKES CHECK AND TOP OFF FLUIDS INSPECT AIR FILTER				Operation WORKS	Tech 510	Amount *
Parts	Part Number	PO#	Note	Description	Qty	Sell	
	FMC AA52	G714 A		FL 500 S	1		
	FMC XO	5W20 B5P		MOTORCRAF	5		
Type: C					TOTAL CHARGE FOR CONCERN		10.05
Concern 453 Correction	ADDITIONAL OIL OVER THE 5 QUART SPECIAL PRICE				Operation ADD	Tech 750	Amount 0.00
Parts	Part Number	PO#	Note	Description	Qty	Sell	
	FMC XO	5W20 B5P		MOTORCRAF	1	2.19	
Type: C					Subtotal		2.19
						GAS-OIL-GREASE	2.19
						TOTAL CHARGE FOR CONCERN	2.19

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, [www.naf-forum.com](http://www.naf-forum.com) or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-18. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

X

CUSTOMER SIGNATURE:





UPPERMARLBOROFORD.COM

5701 CRAIN HIGHWAY  
UPPER MARLBORO, MARYLAND 20772  
(301) 627-5600

Adv: 367 AARON ROWAND		License		1FM5K7D87	Page 1	Inv	
Invoice Date				Driver/Owner			
COWINGS, MD				COWINGS, MD			
Odometer In: 28557 Out: 28556				WAR W Prelim	16 FORD EXPLORER XLT FWD 4DR SUV BLACK		
Begin: 11/01/16	Done: 11/01/16	Invoice: 11/01/16 17:14 AR	Invoice: 07/31/15	Sold: 05/31/16			
Customer Concern							
Concern 51	CUST STATES HAS EXHAUST SMELL REAL STRONG INSIDE AND OUT ON HARD ACCEL				Operation	Tech Units	Amount
Cause	UNABLE TO DUPLICATE CUST CONCERN				NP	331 0.0	0.00
Correction	NO PROBLEM FOUND						
				COND CODE : A99			
Type: W					Subtotal		
				TOTAL CHARGE FOR CONCERN			0.00
Concern 52	CUST STATES AXLE SEAL LEAKING				Operation	Tech Units	Amount
Cause	UNABLE TO DUPLICATE CUST CONCERN				NP	331 0.0	0.00
Correction	NO PROBLEM FOUND						
				COND CODE : A99			
Type: W					Subtotal		
				TOTAL CHARGE FOR CONCERN			0.00
Concern 53	CUST STATES VEHICLE STAYING IN AUX MODE AFTER SHUTTING OFF AND OPENING DOOR				Operation	Tech Units	Amount
Cause	UNABLE TO DUPLICATE CUST CONCERN				NP	331 0.0	0.00
Correction	NO PROBLEM FOUND						
				COND CODE : A99			
Type: W					Subtotal		
				TOTAL CHARGE FOR CONCERN			0.00
Summary of Charges for Invoice W33015				Payment Distribution for Invoice W33015			
TOTAL CHARGE 0.00				FAC WARRANTY		0.00	
				TOTAL CHARGE		0.00	

STATEMENT OF DISCLAIMER

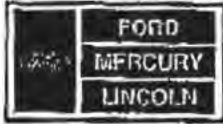
The factory warranty constitutes all of the warranties with respect to the sale of this item(s). The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes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

We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and terms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.arbitration.com or PO Box 50191, Minneapolis, Minnesota 55401. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of negotiation, mediation, conciliation or any other remedy, with or without judicial process, concerning any item relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

X



# O.C. WELCH FORD-LINCOLN-MERCURY, INC.



4920 INDEPENDENCE BLVD.  
 HARDEEVILLE, SOUTH CAROLINA 29927  
 PHONE (843) 288-0100  
 FAX (843) 288-0183  
 WWW.GOSEEOC.COM



PBA CODE  
 01018

DEALER CODE  
 26423  
 214246

*Handwritten:* P2 417B

Adv: 105 NANCY A ANDREWS	Lic: [REDACTED]	LEM5K7D87 G	Page 1	Invoice				
Invoice No: [REDACTED]		Driver/Owner Information						
[REDACTED]		ORINGS, MD						
Email: [REDACTED]		Email: [REDACTED]						
Cell: [REDACTED]		Cell: [REDACTED]						
Per Office Use		Vehicle Information						
Odometer In: 29734	Out:	Dist: 17M WAR W	Final	16 FORD EXPLORER XLT FWD 4DR SUV				
Begin: 11/28/16	Date: 11/29/16	Invoiced: 12/01/16 10:46 AM	Inservice: 07/31/15	Production: 07/09/15				
Customer Concern								
Concern	SI	C/S SMELLING EXHAUST FUMES IN VEHICLE. STATES THIS IS HER 4TH DEALERSHIP - 2 NPF, 1 SEALED UNDER REAR BUMPER. PLEASE CHECK AND ADVISE.		Operation				
Cause		MISSING SCREWS AND SCRIVETS, 14-0130		Tech Units				
Correction		VERIFIED ODOR UNDER HARD ACCELERATION. INSPECTED AND FOUND SEVERAL MISSING SCREWS AND SCRIVETS MISSING FROM REAR BUMPER COVER. REMOVED BUMPER COVER AND INSTALLED REVISED LEFT DUAL RATE AIR EXTRACTOR. RESEAL ALL BODY SEAMS AS DIRECTED IN TSB 14-130. NO HVAC MODULE UPDATES WERE AVAILABLE.		Amount				
Tech Notes		VERIFIED ODOR UNDER HARD ACCELERATION. INSPECTED AND FOUND SEVERAL MISSING SCREWS AND SCRIVETS MISSING FROM REAR BUMPER COVER. REMOVED BUMPER COVER AND INSTALLED REVISED LEFT DUAL RATE AIR EXTRACTOR. RESEAL ALL BODY SEAMS AS DIRECTED IN TSB 14-130. NO HVAC MODULE UPDATES WERE AVAILABLE.						
Parts		Part Number	Note	Description	Qty	List	Sell	
		SPO BBSZ 61280262 B		GRILLE ASY - VENT A2	1	20.67	17.53	17.53
		PMC F35Z 7029164 AA		MOULDING	1	87.62	73.60	73.60
		PMC F35Z 7029165 AA		MOULDING	1	87.38	73.40	73.40
		PMC 4M2Z 54280862 A		VALVE ASY - AUTO DRA	1	3.73	3.14	3.14
		PMC TA 2 H		ADHESIVE	1	39.48	33.17	33.17
		SPO W505415 0900		BOLT AND NUT/ASST	2	1.39	0.97	1.94
		SPO W708122 8439		SCREW	4	2.13	1.46	5.92
		SPO W706735 8439		SPRING NUT	4	1.06	0.74	2.96
		PMC NPN.00803	NAPA	RUBER UNDERCOATING	1	19.12	17.05	17.05
		Parts: Count	16.00	Allowance:	65.34			
			CONCERN CD : 041	COND CODE : 07				
		PT- 61280862						

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X

# O.C. WELCH FORD-LINCOLN-MERCURY, INC.



4920 INDEPENDENCE BLVD.  
HARDEEVILLE, SOUTH CAROLINA 29927  
PHONE (843) 288-0100  
FAX (843) 288-0183  
WWW.GOSEEQC.COM



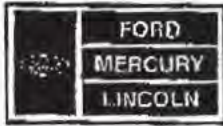
P & A CODE  
01018

DEALER CODE  
20H223  
21H246

Adv: 105 NANCY & ANDREWS	T. [REDACTED]	License [REDACTED]	1E5SK7D87 [REDACTED]	Page 2	Invoice [REDACTED]										
Invoice to [REDACTED]		Driver/Owner: [REDACTED]													
Invoiced: 11/01/16 10:46:45 AM		16 FORD EXPLORER XLT FWD 4DR SUV													
Type: W				<table border="1"> <tr><td colspan="2">Subtotal</td></tr> <tr><td>PARTS</td><td>228.71</td></tr> <tr><td>LAB-MECHANICAL</td><td>188.40</td></tr> <tr><td>TOTAL CHARGE FOR CONCERN</td><td>417.11</td></tr> </table>		Subtotal		PARTS	228.71	LAB-MECHANICAL	188.40	TOTAL CHARGE FOR CONCERN	417.11		
Subtotal															
PARTS	228.71														
LAB-MECHANICAL	188.40														
TOTAL CHARGE FOR CONCERN	417.11														
Summary of Charges for Invoice		Payment Distribution for Invoice													
<table border="1"> <tr><td>PARTS</td><td>228.71</td></tr> <tr><td>LAB-MECHANICAL</td><td>188.40</td></tr> <tr><td>TOTAL CHARGE</td><td>417.11</td></tr> </table>		PARTS	228.71	LAB-MECHANICAL	188.40	TOTAL CHARGE	417.11	<table border="1"> <tr><td>TOTAL CHARGE</td><td>417.11</td></tr> <tr><td>FORD WARRANTY</td><td>417.11</td></tr> </table>				TOTAL CHARGE	417.11	FORD WARRANTY	417.11
PARTS	228.71														
LAB-MECHANICAL	188.40														
TOTAL CHARGE	417.11														
TOTAL CHARGE	417.11														
FORD WARRANTY	417.11														
<p>"I CERTIFY THAT THE INFORMATION ON THIS CLAIM IS ACCURATE AND, UNLESS SHOWN, THE SERVICES WERE PERFORMED AT NO CHARGE TO THE OWNER. TO MY KNOWLEDGE, THIS REPAIR CONTAINS NO PARTS REPAIRED OR REPLACED THAT ARE CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR ABUSE AND IS COMPLIANT WITH FORD WARRANTY &amp; POLICY."</p> <p>SIGNATURE [REDACTED]</p>															

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X

# O.C. WELCH FORD-LINCOLN-MERCURY, INC.



4920 INDEPENDENCE BLVD.  
 HARDEEVILLE, SOUTH CAROLINA 29927  
 PHONE (843) 288-0100  
 FAX (843) 288-0183  
 WWW.GOSEEEOC.COM



P & A CODE  
 01018

DEALER CODE  
 25H223  
 21H246

Adv: 105 NANCY A ANDREWS Tag [REDACTED] Licen [REDACTED] 1EM5K7D87 G [REDACTED] Page 3 (Last) Invoice [REDACTED]

Invoiced to [REDACTED] Driver/Owner [REDACTED]

Invoiced: 12/01/16 10:46:45 LN 16 FORD EXPLORER 4DR FWD 4DR SUV

Skill	Tech#	Action	Date/Time	Action	Date/Time	Eleped	Units	Type
10	E35	Begin	11/28/16 10:04	Hold	11/28/16 12:52	2:48	2.8	
		Begin	11/29/16 16:10	End	11/29/16 16:10	:00	.0	
		Total				2:48	2.8	

(ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X



LINCOLN

*Wagner*  
**O.C. WELCH FORD - LINCOLN**  
 PHONE (843) 288-0150 FAX (843) 288-0164  
 4920 INDEPENDENCE BLVD.  
 HARDEEVILLE, SC 29927  
 WWW.GOSEEFORFORD.COM

*Shop*

CUSTOMER PAY  WARRANTY  INTERNAL

**WAIVER OF ADVANCE ESTIMATE**  
 I VOLUNTARILY REQUEST THAT REPAIRS BE PERFORMED ON MY VEHICLE WITHOUT AN ADVANCE ESTIMATE OF THEIR COST. BY SIGNING THIS FORM, I AUTHORIZE REASONABLE AND NECESSARY COST TO REMEDY THE PROBLEMS COMPLAINED OF UP TO A MAXIMUM OF \$\_\_\_\_\_. THE REPAIRS MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

Make/Model of the vehicle \_\_\_\_\_ I/F  
 Year, Make or Model, I.D. No. \_\_\_\_\_  
 Mile \_\_\_\_\_ X \_\_\_\_\_ CUSTOMER'S SIGNATURE \_\_\_\_\_  
 ORIGINAL ESTIMATE AUTH. ADDL. REPAIRS DATE TIME  
 ADDL. REPAIRS ORDER BY EMPLOYEE RECEIVING AUTHORIZATION  
 SPECIFIC AUTHORIZATION GIVEN \_\_\_\_\_  
 SERVICE INSTALLED PARTS  
 PARTS INSTALLED ACCRUED MESSAGE ORIGINAL R.C. NUMBER  
 MO. DAY YR. NOTATIONS

DEALER CODES 26H223 21H248 P & A CODE: 0T018-2 ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED  
 REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

883910 C066610 (04/11/11)

No.	Facility	Advised	Added	Entered	Printed
88685	3741	I05 NANCY A ANDREWS	11/28/16 09:44		1FM5K7D87 G
Customer Information					
[Redacted]					
COWINGS, MD [Redacted]					
CALVERT					
Vehicle Information					
16 FORD EXPLORER 4DR SUV XLT FWD Odometer: 29736					
ENG: 3.5L TI-VCT V6 (FFV)					
Dates: Production: 07/09/15 Inservice: 07/31/15 Sold:					
51	W				
C/S SMELLING EXHAUST FUMES IN VEHICLE. STATES THIS IS HER 4TH DEALERSHIP - 2 NPP, 1 SEALED UNDER REAR BUMPER. PLEASE CHECK AND ADVISE. SK 10					
Sk/Hr/Tech: 10-0.3 <i>tab for 15's got approval from Ford. to do</i>					
Additional Information					
Dist: 1FM Fuel: DNL Estimated Completion: 11/28/16 17:00					
Name Verify: Y Paint Code:					
SVC Note: First Visit					
Method of Payment:					
WAR WARRANTY WA - FORD WARRANTY					

*Justin @ Wagner  
 240-407  
 1354*

*Call: [Redacted]*  
 Reservation: 017 11/28/16 11:00

*CASH# [Redacted]*

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and come that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in part shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. We guarantee our service work for 90 days or 4,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge. Ford Parts and Labor.

# O.C. WELCH FORD

90540  
DOR/PO NO.

## "FPMS" SPECIAL ORDER REQUEST

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ Best Time to Call: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_ Best Time to Call: \_\_\_\_\_

Customer Authorization: \_\_\_\_\_ Service Appointment Date: \_\_\_\_\_

ENG. \_\_\_\_\_ AXLE \_\_\_\_\_ BUILD DATE \_\_\_\_\_ CALIBRATION \_\_\_\_\_ TRIM \_\_\_\_\_

VIN/TRIM: 14-0130 1FM5K7D87G \_\_\_\_\_

MAKE/MODEL/YEAR 16, EXPLORER STRIPE CODE: \_\_\_\_\_

RO/CT CROSS REF: \_\_\_\_\_ ORDER DATE: 11-28-16 DEPOSIT RECPT. NO. \_\_\_\_\_ \$ \_\_\_\_\_

ORDER TYPE: EWAR VENDOR: MMM PAGE \_\_\_\_\_ AMOUNT OF \_\_\_\_\_

QTY	PART NUMBER	ADVISE CODE	DATE REC'D	SOR NO.
1	BB5361280B62B	X07	11-29	16313032
1	BB537829164AA			STK ACC7
1	BB53782916519A ML			STK ACC7
2	4M8354280B62A ML			STK
1	TA2			TPA
1	MMM 08882			WAPA

C MAN: Bonds S.ADVISOR/ASM: Nancy TECH: Robert MGR: \_\_\_\_\_

ORIGINATOR NOTIFIED (DATE/INITIAL) \_\_\_\_\_ 1 \_\_\_\_\_

EXPEDITED PURCHASE AUTHORIZATION: \_\_\_\_\_ METHOD \_\_\_\_\_ MGR. SIGNATURE \_\_\_\_\_

NOTE: Indicate Customer Follow Up on Reverse Side

# O.C. WELCH FORD

90540  
DOR/PO NO.

## "FPMS" SPECIAL ORDER REQUEST

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ Best Time to Call: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_ Best Time to Call: \_\_\_\_\_

Customer Authorization: \_\_\_\_\_ Service Appointment Date: \_\_\_\_\_

ENG. \_\_\_\_\_ AXLE \_\_\_\_\_ BUILD DATE \_\_\_\_\_ CALIBRATION \_\_\_\_\_ TRIM \_\_\_\_\_

VIN/TRIM: 14-0130 1FM5K7D876 \_\_\_\_\_

MAKE/MODEL/YEAR 161 Explorer STRIPE CODE: \_\_\_\_\_

RO/CT CROSS REF: \_\_\_\_\_ ORDER DATE: 11-28-16 DEPOSIT RECPT. NO. \_\_\_\_\_ \$ \_\_\_\_\_

ORDER TYPE: ENR VENDOR: \_\_\_\_\_ PAGE \_\_\_\_\_ AMOUNT OF \_\_\_\_\_

QTY	PART NUMBER	ADVISE CODE	DATE REC'D	SOR NO.
<u>2</u>	<u>W5054153900</u>		<u>11/29</u>	<u>16338033</u>
<u>2</u>	<u>W7083225439</u>	<u>X97</u>	<u>11-29</u>	<u>16338034</u>
<u>2</u>	<u>W7067358439</u>	<u>X41</u>	<u>11-29</u>	<u>16333035</u>

C MAN: Ande S.ADVISOR/ASM: Nancy TECH: Robert MGR: \_\_\_\_\_

ORIGINATOR NOTIFIED (DATE/INITIAL) \_\_\_\_\_ / \_\_\_\_\_

EXPEDITED PURCHASE AUTHORIZATION: \_\_\_\_\_ METHOD \_\_\_\_\_ MGR. SIGNATURE \_\_\_\_\_

NOTE: Indicate Customer Follow Up on Reverse Side

CUSTOMER #:



2540 Riva Road
Annapolis, Maryland 21401
Annapolis (410) 224-2100
Baltimore (410) 841-6550
Washington (301) 281-8220
Direct Line: (410) 266-3087
www.koonsford.com

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SERVICE HOURS
Mon., Fri.: 7:30 - 7:00
Saturday: 9:00 - 5:00
P & A CODE 00089

PAGE 1

OWINGS, MD
HOME:
BUS:

SERVICE ADVISOR: 7308 JOSEPH P HENRY

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG, DEL. DATE, PROD. DATE, WARR. EXP., PROMISED, P.O. NO., RATE, PAYMENT, INV. DATE

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL

A C/S CHECK THE RT REAR BACK UP SENSORS ONE FELL IN AND THE ONE TO THE LEFT FEELS MAY BE BROKE ALSO

R repaired all ok
7136 CQL
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

B C/S CHECK THE RT FT SEAT THE CLIPS KEEP COMING OFF CHECK AND ADVISE

R REPAIRED CLIPS ALL OK
7136 CQL
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C C/S CHECK THE SUNGLASS HOLDER NEEDS A PRICE ON REPLACING

R CUSTOMER DECLINED AT THIS TIME
7136 CQL
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

VERSION 1 (EMP# 7136 22MAR17 09:57) : 36807 CUSTOMER DECLINED

D C/S MONEY FELL DOWN BEHIND THE CUBBY UNDER THE RADIO

R PUT BACK INTO HOLDER
7136 CQL
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

E MULTIPOINT INSPECTION
Q99P MULTIPOINT INSPECTION
7136 CQL
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

F\*\* C/S CHECK FOR EXHAUST SMELL INSIDE CAR CHECK R AND ADVISE

CAUSE: INTERNAL FAILURE
9424AUD INTAKE MANIFOLD GASKETS - REPLACE

(9424/9433/9439/9441/9H486/9K461) - L
7136 W

2 AG1Z\*61280B62\*A GRILLE - AIR INLET (N/C)

Table with columns: DESCRIPTION, TOTALS, LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES \*, TOTAL CHARGES, LESS INSURANCE, SALES TAX, PLEASE PAY THIS AMOUNT

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

CUSTOMER #:



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Saturday: 8:00 - 8:00
P & A CODE 00089

OWINGS, MD

PAGE 2

HOME:

CONT:

BUS:

CELL:

SERVICE ADVISOR: 7308 JOSEPH P HENRY

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Row 1: BLACK, 16, FORD EXPLORER, 1FM5K7D87G, [REDACTED], 36807/36807, [REDACTED]

Table with columns: DEL DATE, PROD DATE, WARR EXP, PROMISED, PO NO, RATE, PAYMENT, INV DATE. Row 1: 01JAN16 DD, [REDACTED], [REDACTED], 17:00 20MAR17, [REDACTED], 0.00, CASH, 22MAR17

Table with columns: R.O. OPENED, READY, OPTIONS. Row 1: 10:13 20MAR17, 16:52 22MAR17, [REDACTED]

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes items like 1 FB52\*7829165\*AA Moulding (N/C), 1 \*W714078\*S300 "O" RING (N/C), MT MT172022A PERFORM TSB 14-0130 WHICH IS SIMILIAR TO VEHICLE 7136 W (N/C), MT MT17K855 R AND I REAR BUMPER TO CHECK FOR SEALING ISSUES. 7136 W (N/C)

FC: B41 42
PART#: 7061280B62
COUNT:
CLAIM TYPE: SPW
AUTH CODE:
7136

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00
VERSION 1 (BMP# 7136 22MAR17 08:56) 36807 ROAD TESTED VEHICLE WITH CUSTOMER. COULD NOT CONFIRM CUSTOMER CONCERN. INSPECTED VEHICLE REMOVED INTAKE MANIFOLD, REMOVED AND REINSTALLED SPARK PLUGS. CHECKED FOR LOOSE OR CRACKED SPARK PLUGS. REINSTALLED INTAKE MANIFOLD. FOUND TRANS CAP COVERED IN TRANS FLUID. REPLACED O-RING. REMOVED REAR BUMPER. INSPECTED SEALED SURFACES AROUND REAR OF REAR OF VEHICLE. INSPECTED AIR EXTRACTORS. FOUND AIR EXTRACTOR FLAPS NOT PROPERLY CLOSING. REPLACED AIR EXTRACTORS UNDER SERVICE PART WARRANTY.

G\*\* KOONS FORD RENTAL
S100
7136 CQL 0.00 0.00 0.00 TOTAL LINE G: 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE
All PARTS ARE NEW UNLESS OTHERWISE INDICATED.
CUSTOMER COPY

CUSTOMER #:



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OWINGS, MD

PAGE 3

HOME:

CONT:

BUS:

CELL:

SERVICE ADVISOR: 7308 JOSEPH P HENRY

SERVICE HOURS
Mon., Fri.: 7:30 - 7:00
Saturday: 8:00 - 6:00
P & A CODE 00089

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Row 1: BLACK, 16, FORD EXPLORER, 1FM5K7D87G, [REDACTED], 36807/36807, [REDACTED]

Table with columns: DEL. DATE, PROD. DATE, WARR. EXP., PROMISED, PO NO., RATE, PAYMENT, INV. DATE. Row 1: 01JAN16 DD, [REDACTED], [REDACTED], 17:00 20MAR17, [REDACTED], 0.00, CASH, 22MAR17

Table with columns: R.O. OPENED, READY, OPTIONS, ENG. Row 1: 10:13 20MAR17, 16:52 22MAR17, [REDACTED], [REDACTED]

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes service details and a survey notice: \*You May Receive A Survey About Your Service\*



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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE
I hereby acknowledge that the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control...
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DealerCAP 0

CUSTOMER COPY

# Repair Order Detail - Internal Copy

*Roana Ford*

RO Number [REDACTED] RO Status: CLOSED

Customer: [REDACTED] Click to View Cust Copy  
Phone(s): Contact: [REDACTED] Main: [REDACTED] Call: (813) 991-0070  
Vehicle: 1FM5K7D87 [REDACTED] 2016 EXPL BLACK [REDACTED]

Mileage: 36,807 Payment type: CASH Waiter: No  
Service advisor: 7308 Promised time: 05:00 PM Estimate: 0.00  
Tag number: [REDACTED] Promised date: 03/20/2017 Customer Comments: No

A C/S CHECK THE RT REAR BACK UP SENSORS ONE FELL IN AND THE ONE TO THE LEFT FEELS MAY BE BROKE ALSO

R	CQL	repaired all ok	0.00	0.00
Tech(s): 7136				
Pts:	0.00	Lbr: 0.00	Other: 0.00	Total Line A: 0.00

B C/S CHECK THE RT FT SEAT THE CLIPS KEEP COMING OFF CHECK AND ADVISE

R	CQL	REPAIRED CLIPS ALL OK	0.00	0.00
Tech(s): 7136				
Pts:	0.00	Lbr: 0.00	Other: 0.00	Total Line B: 0.00

C C/S CHECK THE SUNGLASS HOLDER NEEDS A PRICE ON REPLACING

R	CQL	CUSTOMER DECLINED AT THIS TIME	0.00	0.00
Tech(s): 7136				
Pts:	0.00	Lbr: 0.00	Other: 0.00	Total Line C: 0.00
Story: 36807	CUSTOMER DECLINED REPAIRS AT THIS TIME			

D C/S MONEY FELL DOWN BEHIND THE CUBBY UNDER THE RADIO

R	CQL	PUT BACK INTO HOLDER	0.00	0.00
Tech(s): 7136				
Pts:	0.00	Lbr: 0.00	Other: 0.00	Total Line D: 0.00

E MULTIPOINT INSPECTION

Q99P	CQL	MULTIPOINT INSPECTION	0.00	0.00
Tech(s): 7136				
Pts:	0.00	Lbr: 0.00	Other: 0.00	Total Line E: 0.00

F\*\* C/S CHECK FOR EXHAUST SMELL INSIDE CAR CHECK AND ADVISE

9424AUP	W	INTAKE MANIFOLD GASKETS - REPLACE (9424/9433/9439/9441/9H486/9K461)	0.80	83.06
-L				

Tech(s): 7136				
	AG1Z*61280B62*A	2 GRILLE - AIR INLET		40.06
	FB5Z*7829165*AA	1 MOULDING		93.54
	FB5Z*7829164*AA	1 MOULDING		93.78
	*W714078*S300	1 "O" RING		0.95
MT	W	MT172022A PERFORM TSB 14-0130 WHICH IS SIMILIAR TO VEHICLE	2.00	207.66
Tech(s): 7136				
MT	W	MT17K835 R AND I REAR	1.30	134.98

# Repair Order Detail - Internal Copy

RO Number [REDACTED]

RO Status: CLOSED

Customer [REDACTED]

[Click to View Cust Copy](#)

Phone(s): Contact [REDACTED]

Main: ([REDACTED])

Vehicle: 1FM5K7D87G [REDACTED]

2016 EXPL BLACK

Mileage: 36,807

Payment type: CASH

Waiter: No

Service advisor: 7308

Promised time: 05:00 PM

Estimate: 0.00

Tag number: [REDACTED]

Promised date: 03/20/2017

Customer Comments: No

-----  
**BUMPER TO CHECK FOR SEALING ISSUES.**

Tech(s): 7136

Pts: 228.33 Lbr: 425.70 Other: 0.00 Total Line F: 654.03

Story: 36807 ROAD TESTED VEHICLE WITH CUSTOMER. COULD NOT CONFIRM CUSTOMER CONCERN. INSPECTED VEHICLE. REMOVED INTAKE MANIFOLD, REMOVED AND REINSTALLED SPARK PLUGS. CHECKED FOR LOOSE OR CRACKED SPARK PLUGS. REINSTALLED INTAKE MANIFOLD. FOUND TRANS CAP COVERED IN TRANS FLUID. REPLACED O-RING. REMOVED REAR BUMPER. INSPECTED SEALED SURFACES AROUND REAR OF REAR OF VEHICLE. INSPECTED AIR EXTRACTORS, FOUND AIR EXTRACTOR FLAPS NOT PROPERLY CLOSING. REPLACED AIR EXTRACTORS UNDER SERVICE PART WARRANTY.

G\*\* KOONS FORD RENTAL

S100 CQL 0.00 0.00

Tech(s): 7136

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line G: 0.00

-----  
Customer Pay  
Labor 0.00  
Parts 0.00  
Lube 0.00  
Sublet 0.00  
Miscellaneous/Shop Charge 0.00  
Deductible 0.00  
Total Charges 0.00  
Less Insurance/Adjustment 0.00  
Sales Tax 0.00  
Total 0.00

# Repair Order Detail - Internal Copy

*Koons Ford*

RO Number: 1 [REDACTED]

RO Status: CLOSED

Customer: [REDACTED] [Click to View Cust Copy](#)  
 Phone(s) Contact: [REDACTED] Main: [REDACTED]  
 Vehicle: 1FM5K7D87 [REDACTED] 2016 EXPL BLACK

Mileage: 37,705 Payment type: CASH Waiter: No  
 Service advisor: 7308 Promised time: 05:00 PM Estimate: 0.00  
 Tag number: [REDACTED] Promised date: 04/05/2017 Customer Comments: No

A C/S CHECK FOR EXHAUST SMELL IN THE CAR SEE HISTORY  
 R C no problem 0.00 0.00  
 Tech(s): 7136  
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00  
 Story: 37705 R/T

B C/S CHECK FOR A CLICKING NOISE IN THE REAR WITH THE REAR AIR ON AND OFF  
 R C NO PROBLEM 0.00 0.00  
 Tech(s): 7136  
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00  
 Story: 37705 R/T

C C/S CHECK THE CAR FOR A SHIFTING IN THE TRANS WHEN TAKING OFF FROM A LIGHT RPMS WILL RUN HIGH NOT COMING DOWN HAS HAPPENED A FEW TIMES  
 S100 CQL NO PROBLEM 0.00 0.00  
 Tech(s): 7136  
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line C: 0.00  
 Story: 37705 R/T

D\*\* C/S CHECK FOR FUNKY SMELL IN THE CAR WITH THE A/C OFF CHECK AND ADVISE  
 S100 CQL NO PROBLEM 0.00 0.00  
 Tech(s): 7136  
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line D: 0.00  
 Story: 37705 R/T

E\*\* KOONS FORD RENTAL  
 S100 CQL 0.00 0.00  
 Tech(s): 7136  
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line E: 0.00  
 Story: 37705 R/T

Customer Pay  
 Labor 0.00  
 Parts 0.00  
 Lube 0.00  
 Sublet 0.00  
 Miscellaneous/Shop Charge 0.00  
 Deductible 0.00  
 Total Charges 0.00  
 Less Insurance/Adjustment 0.00  
 Sales Tax 0.00

# Repair Order Detail - Internal Copy

Total

0.00

Koons Ford Took 1 month 3 days

CUSTOMER #:



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DUPLICATE 2 PAGE 1

SERVICE HOURS Mon., Fri.: 7:30 - 7:00 Saturday: 9:00 - 5:00 P & A CODE 00088

OWINGS, MD HOME: BUS:

CONT CELL

SERVICE ADVISOR: 7308 JOSEPH P HENRY

COLOR	YEAR	MAKE	VIN	LICENSE	MILEAGE IN / OUT	TAG
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BLACK	16	FORD EXPLORER	1FM5K7D87G		41998/42003	
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DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. D.
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01JAN16 DD			17:00 19JUN17		0.00	CASH	25JUL17
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R.O. OPENED	READY	OPTIONS	ENG.
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14:37 19JUN17	16:52 25JUL17		
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LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A CHECK FOR EXHAUST SMELL INSIDE CAR CAUSE PERF ESP REPAIR.

MT MT170044A PERF WEB ASSESSMENT. 7136 WESP (N/C)

4 \*W706092\*5300 RIVET - BLIND (N/C)

4 4MBZ\*54280B62\*A VALVE ASY - AUTO DRAIN (N/C)

1 FB5Z\*7829164\*AA MOULDING (N/C)

1 FB5Z\*7829165\*AA MOULDING (N/C)

1 FB5Z\*78142K03\*B KIT REAR SPOILER REPAIR (N/C)

3 4MBZ\*54280B62\*A VALVE ASY - AUTO DRAIN (N/C)

1 4L3Z\*18203A16\*AA INSULATOR - DOOR OUTER (N/C)

PANEL (N/C)

1 TA\*2\*B ADHESIVE (N/C)

1 FB5Z\*5230\*B MUFFLER ASY - CENTRE AND REAR (N/C)

2 BE5Z\*61280B62\*B GRILLE ASY - VENT AIR OUTER (N/C)

MT MT REPL MUFFLER AND RESEAL THE BODY. 7136 WESP (N/C)

FC PART#: COUNT

CLAIM TYPE

AUTH CODE:

7136

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

VERSION 1 (EMP# 7136, 20JUL17 08:11): 41998 CONFIRMED CUSTOMER

CONCERN, PERFORMED TSB 17-0044, REMOVED REAR BUMPER AND TAIL LIGHTS,

INSPECTED AND FILLED ALL GAPS IN SEAM SEALER. PRESSURIZED CABIN AND

CHECKED FOR LEAKS, FOUND BUBBLES COMING FROM REAR A/C LINES, SEAM

SEALED AROUND A/C LINES, RE PRESSURIZED THE CABIN AND CONFIRMED REPAIR.

REPLACED EXHAUST WITH UPDATED MUFFLER. ROAD TESTED VEHICLE AND

CONFIRMED REPAIR.

VERSION 2 (EMP# 7729, 20JUL17 10:39): 41998 CONFIRMED CUSTOMER

CONCERN, PERFORMED TSB 17-0044, REMOVED REAR BUMPER AND TAIL LIGHTS,

INSPECTED AND FILLED ALL GAPS IN SEAM SEALER. PRESSURIZED CABIN AND

CHECKED FOR LEAKS, FOUND BUBBLES COMING FROM REAR A/C LINES, SEAM

SEALED AROUND A/C LINES, RE PRESSURIZED THE CABIN AND CONFIRMED REPAIR.

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

WARRANTY STATEMENT: PURSUANT TO MARYLAND LAW, CONSUMERS HAVE SPECIFIC IMPLIED WARRANTY RIGHTS IN CONNECTION WITH THE SALE OF CONSUMER GOODS AND SERVICES. ANY WARRANTIES BY A MANUFACTURER OR SUPPLIER OTHER THAN OUR DEALERSHIP, HOWEVER, ARE THERE, NOT OURS, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. NO EXPRESS WARRANTIES ARE GIVEN BY OUR DEALERSHIP, IF THIS REPAIR IS NOT PERFORMED IN CONNECTION WITH A CONSUMER TRANSACTION, THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR.

\*SHOP SUPPLY COSTS: We have added a charge equal to 13% of the total cost of labor and parts, not to exceed \$36, to the Repair Order for shop supplies used in connection with this repair.

I hereby acknowledge that the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control (please direct questions relating to the extent of the Dealership's responsibility or insurance coverage to a Dealership Representative). By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received for had the opportunity to inspect any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DEALER CARO

CUSTOMER COPY

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

CUSTOMER #:



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DUPLICATE 2
PAGE 2

SERVICE HOURS
Mon - Fri: 7:30 - 7:00
Saturday: 8:00 - 5:00
P & A CODE 00089

OWINGS, MD
HOME:
BUS:

CONT:
CELL:

SERVICE ADVISOR: 7308 JOSEPH P HENRY

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/GUT, TAG. Row: BLACK, 16, FORD EXPLORER, 1FM5K7D87G, 41998, 41998/42003

Table with columns: DEL DATE, PROD DATE, WARR EXP, PROMISED, PO NO, RATE, PAYMENT, INV DATE. Row: 01JAN16 DD, 17:00 19JUN17, 0.00, CASH, 25JUL17

Table with columns: R.O. OPENED, READY, OPTIONS. Row: 14:37 19JUN17, 16:52 25JUL17

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL

REPLACED EXHAUST WITH UPDATED MUFFLER. ROAD TESTED VEHICLE AND CONFIRMED REPAIR.
VERSION 3 (EMPH 7729, 20JUL17 18:42) 41998 PERF TSB 17-0044
CONFIRMED CUSTOMER CONCERN, PERFORMED TSB 17-0044, REMOVED REAR BUMPER AND TAIL LIGHTS, INSPECTED AND FILLED ALL GAPS IN SEAM SEALER. PRESSURIZED CABIN AND CHECKED FOR LEAKS, FOUND BUBBLES COMING FROM REAR A/C LINES, SEAM SEALED AROUND A/C LINES, RE PRESSURIZED THE CABIN AND CONFIRMED REPAIR. REPLACED EXHAUST WITH UPDATED MUFFLER. ROAD TESTED VEHICLE AND CONFIRMED REPAIR. ESP REF NO IS 24094674 AND HOTLINE ASSISTANCE REQUEST WITH ESCALATION TEAM. SEE HOTLINE ASSISTANCE REQUEST ID OF 112058970. MT TIME REQUEST OF 9.4 HOURS.
VERSION 4 (EMPH 7729, 20JUL17 18:48) 41998 PERF TSB 17-0044
CONFIRMED CUSTOMER CONCERN, PERFORMED TSB 17-0044, REMOVED REAR BUMPER AND TAIL LIGHTS, INSPECTED AND FILLED ALL GAPS IN SEAM SEALER. PRESSURIZED CABIN AND CHECKED FOR LEAKS, FOUND BUBBLES COMING FROM REAR A/C LINES, SEAM SEALED AROUND A/C LINES, RE PRESSURIZED THE CABIN AND CONFIRMED REPAIR. REPLACED EXHAUST WITH UPDATED MUFFLER. ROAD TESTED VEHICLE AND CONFIRMED REPAIR. ESP REF NO IS 24094674 AND HOTLINE ASSISTANCE REQUEST WITH ESCALATION TEAM. SEE HOTLINE ASSISTANCE REQUEST ID OF 112058970. MT TIME REQUEST OF 9.4 HOURS. BEY SEW CLAIM. ACCRUED MILEAGE OF 12,264 MILES FROM WORK DONE AT OC WECLM IN 11 28 2016 AT 29,734 MILES. THAT REPAIR WAS B - B.

Table with columns: Description, Amount, Labor, Parts, Total. Includes items like BATTERY, CHECK BRAKES, AND TOP OFF FLUIDS; Q100 THE WORKS PACKAGE INCLUDES OIL AND FILTER CHANGE, ROTATE TIRES, TEST CHANGE, ROTATE TIRES, TEST BATTERY, CHECK BRAKES, AND TOP OFF FLUIDS.

C MULTIPOINT INSPECTION

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

CUSTOMER #



2540 Riva Road  
Annapolis, Maryland 21401  
Annapolis (410) 224-2100  
Baltimore (410) 841-8550  
Washington (301) 261-8220  
Direct Line: (410) 266-3087  
www.koonsford.com

\*INVOICE\*

DUPLICATE 2  
PAGE 3

SERVICE HOURS  
Mon., Fri.: 7:30 - 7:00  
Saturday: 8:00 - 5:00  
P & A CODE 00099

OWINGS, MD

HOME:

CONT:

BUS:

CELL:

SERVICE ADVISOR: 7308 JOSEPH P HENRY

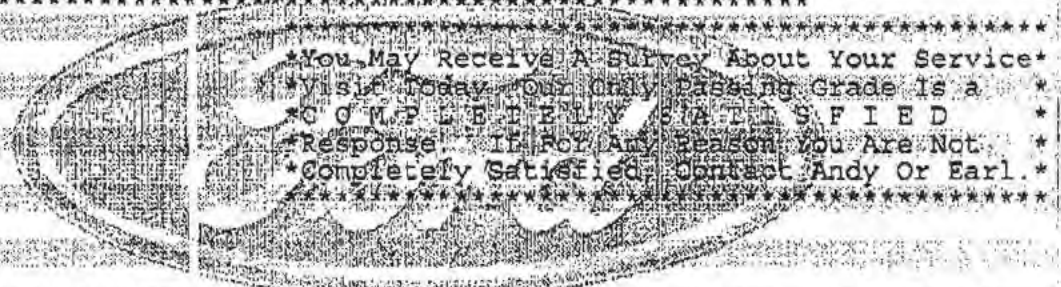
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	16	FORD EXPLORER	1FM5K7D87G		41998/42003		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
01JAN16 DD			17:00 19JUN17		0.00	CASH	25JUL17

R.O. OPENED	READY	OPTIONS
14:37 19JUN17	16:52 25JUL17	

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

CAUSE: MPOINT INSPECTION  
 Q99P MULTIPPOINT INSPECTION  
 7136 CQL 0.00 0.00  
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00  
 VERSION 1 (EMP# 7729 20JUL17 18:40): 41998 MPOINT INSPECTION, CK  
 BRAKES, BATTERY AND M POINT INSPECTION.

D\*\* KOONS FORD LOANER  
 \$100 7136 CQL 0.00 0.00  
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00



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

WARRANTY STATEMENT: PURSUANT TO MARYLAND LAW, CONSUMERS HAVE SPECIFIC IMPLIED WARRANTY RIGHTS IN CONNECTION WITH THE SALE OF CONSUMER GOODS AND SERVICES. ANY WARRANTY BY A MANUFACTURER OR SUPPLIER OTHER THAN OUR DEALERSHIP, HOWEVER, ARE THEIRS, NOT OURS, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. NO EXPRESS WARRANTIES ARE GIVEN BY OUR DEALERSHIP. IF THIS REPAIR IS NOT PERFORMED IN CONNECTION WITH A CONSUMER TRANSACTION, THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSURES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR.

\*SHOP SUPPLY COSTS: We have added a charge equal to 13% of the total cost of labor and parts, not to exceed \$35, to the Repair Order for shop supplies used in connection with this repair.

I hereby acknowledge that the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control (please direct questions relating to the extent of the Dealership's responsibility or insurance coverage to a Dealership Representative). By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DESCRIPTION	TOTALS
LABOR AMOUNT	22.45
PARTS AMOUNT	17.50
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES *	2.92
TOTAL CHARGES	42.87
LESS INSURANCE	0.00
SALES TAX	1.23
PLEASE PAY THIS AMOUNT	44.10

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DealerCAP

CUSTOMER COPY

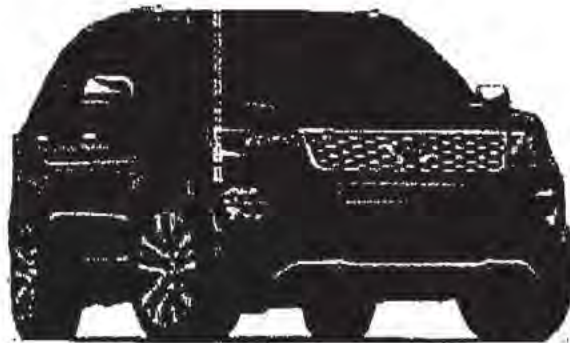
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

Well it looks like Ford is pretty tricky in how they label what I had it in for. There are a few missing too, which I think that's because they never did anything with it. Annapolis Ford has me only down for 1 time being there but I had it there at least 3 different times but he said they never closed the ticket because it was for the same issue.

Hello



## Service History



2016 Ford Explorer

Your vehicle's service history is below. This history includes services performed by Ford or Lincoln Authorized Dealers or Service Centers who share records with this site. You may also add a service record.

[View your Vehicle Report Card](#)

**Date of Service**

**03/20/2017**

\$0.00

**Service(s) Performed**

- Scheduled Maintenance
- Air Conditioning & Heating
- Engine
- Steering
- Other

Hide service details and location

**Vehicle Mileage:**

36,807

**Serviced at:**

Koons Ford Of Annapolis Inc.  
2540 Riva Road  
Annapolis, MD 21401-7468  
(410) 224-2100

**Date of Service**

**03/6/2017**

\$18.96

**Service(s) Performed**

Electrical

Hide service details and location

**Vehicle Mileage:**

35,862

**Serviced at:**

Prince Frederick Ford, Inc.  
Routes 4 and 231  
Prince Frederick, MD 20678  
(301) 855-1739

**Date of Service**

**02/23/2017**

\$46.49

**Service(s) Performed**

Scheduled Maintenance  
Air Conditioning & Heating  
Other

Hide service details and location

**Vehicle Mileage:**

35,148

**Serviced at:**

Upper Marlboro Ford  
5701 Crain Highway  
Upper Marlboro, MD 20772-4101  
(301) 627-5600

**Date of Service**

**12/21/2016**

\$46.49

**Service(s) Performed**

Brakes  
Tires  
Scheduled Maintenance  
Electrical

Hide service details and location

**Vehicle Mileage:**

31,603

**Serviced at:**

Upper Marlboro Ford  
5701 Crain Highway  
Upper Marlboro, MD 20772-4101  
(301) 627-5600

**Date of Service**

**12/2/2016**

\$0.00

**Service(s) Performed**

Electrical

Other

Hide service details and location

**Vehicle Mileage:**

29,832

**Serviced at:**

O. C. Welch Ford Lincoln, Inc.  
4920 Independence Blvd  
Hardeeville, SC 29927  
(843) 288-0100

**Date of Service**

**11/28/2016**

\$0.00

**Service(s) Performed**

Air Conditioning & Heating

Hide service details and location

**Vehicle Mileage:**

29,734

**Serviced at:**

O. C. Welch Ford Lincoln, Inc.  
4920 Independence Blvd  
Hardeeville, SC 29927  
(843) 288-0100

**Date of Service**

**11/15/2016**

\$0.00

**Service(s) Performed**

Hide service details and location

**Vehicle Mileage:**

28,962

**Serviced at:**

Waldorf Ford Inc.  
2440 Crain Hwy  
Waldorf, MD 20601-3143  
(301) 843-2400

**Date of Service**

**11/7/2016**

\$0.00

**Service(s) Performed**

Hide service details and location

**Vehicle Mileage:**

28,557

**Serviced at:**

Upper Marlboro Ford  
5701 Crain Highway  
Upper Marlboro, MD 20772-4101  
(301) 627-5600

Hide all service events





**Service of Process  
Transmittal**

09/01/2017

CT Log Number [REDACTED]

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

**RE:** Process Served in Minnesota

**FOR:** Ford Motor Company (Domestic State: DE)

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

**TITLE OF ACTION:** [REDACTED] vs. Ford Motor Company, etc., Dft.

**DOCUMENT(S) SERVED:** Summons, Complaint, Acknowledgment

**COURT/AGENCY:** Second Judicial District Court, Ramsey County, MN  
Case # NONE

**NATURE OF ACTION:** Product Liability/Defect - Lemon Law - 2017 Ford Explorer, VIN:  
1FMSK8D87[REDACTED]

**ON WHOM PROCESS WAS SERVED:** CT Corporation System, Inc, Saint Paul, MN

**DATE AND HOUR OF SERVICE:** By Process Server on 09/01/2017 at 09:02

**JURISDICTION SERVED:** Minnesota

**APPEARANCE OR ANSWER DUE:** Within 20 days of the date of receipt

**ATTORNEY(S) / SENDER(S):** Todd E. Gadtko  
Gadtko Law Firm, P.A.  
11210-36th Avenue North  
Maple Grove, MN 55369  
763-315-4548

**ACTION ITEMS:** CT has retained the current log, Retain Date: 09/01/2017, Expected Purge Date:  
09/06/2017  
image SOP  
Email Notification, Chris Dzbanski ctdzbansk@ford.com  
Email Notification, Mary Ann MacKinnon mmackin1@ford.com

**SIGNED:** CT Corporation System, Inc  
**ADDRESS:** 1010 Dale St. N.  
Saint Paul, MN 55117-5603  
**TELEPHONE:** 312-343-4336

STATE OF MINNESOTA  
COUNTY OF RAMSEY

DISTRICT COURT  
SECOND JUDICIAL DISTRICT  
Case Type: Contract - Other



Plaintiff,

vs.

SUMMONS

Ford Motor Company, a foreign  
corporation transacting business  
in the State of Minnesota,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

1. **YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this Summons.

2. **YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail to the person who signed this summons a **written response** called an Answer within 20 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this Summons located at:

Todd E. Gadtke  
Gadtke Law Firm, P.A.  
11210 - 86<sup>th</sup> Avenue North  
Maple Grove, MN 55369  
Telephone: (763) 315-4548

3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.

4. **YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS.** If you do not answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.


5. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**

6. **ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

The object of this action is a civil claim.

Date: August 30, 2017

GADTKE LAW FIRM, P.A.

By:   
Todd E. Gadtko (#276704)  
11210 - 86<sup>th</sup> Avenue North  
Maple Grove, MN 55369  
Telephone: (763) 315-4548

ATTORNEYS FOR PLAINTIFF

STATE OF MINNESOTA  
COUNTY OF RAMSEY

---

DISTRICT COURT  
SECOND JUDICIAL DISTRICT  
Case Type: Contract – Other

[REDACTED]

Plaintiff,

vs.

**COMPLAINT**

Ford Motor Company, a foreign  
corporation transacting business  
in the State of Minnesota,

Defendant.

---

Plaintiff [REDACTED], as and for her cause of action against Defendant, alleges as follows:

1.

Plaintiff resides at 6142 Mill Run Road, City of Monticello, in the State of Minnesota.

2.

Defendant is a foreign corporation transacting business in the State of Minnesota.

3.

Defendant continually and systematically transacts business in the State of Minnesota by selling motor vehicles to its authorized dealers in the State of Minnesota.

4.

Defendant's authorized dealers ultimately sell said motor vehicles to Minnesota consumers.

5.

Defendant does not have an office or place of business in the State of Minnesota, but does maintain a registered agent in Ramsey County. Therefore, pursuant to Minn. Stat. § 542.09, venue is proper in Ramsey County.

6.

On or about October 24, 2016, Plaintiff purchased and took delivery of a 2017 Ford Explorer (the "subject vehicle").

7.

Defendant manufactured the subject vehicle.

8.

The vehicle identification number of the subject vehicle is 1FM5K8D87E [REDACTED]

9.

Included with Plaintiff's purchase of the subject vehicle was an express written vehicle warranty (the "subject warranty").

10.

The problems, conditions and/or defects experienced by Plaintiff are evidenced by, but not necessarily limited to, defective door seals, exhaust fumes emanating into cab of vehicle, as well as any and all other complaints reported by Plaintiff to Defendant and/or its authorized dealership(s).

11.

Plaintiff presented the above-referenced defects and/or conditions in the subject vehicle to Defendant and/or its authorized dealership(s) for repairs on numerous occasions.

12.

Defendant and/or its authorized dealership(s) attempted an unreasonable number of repairs of the above-referenced defects and/or conditions without success. The subject vehicle spent well in excess of 30 total days in Defendant's authorized dealership's possession.

13.

On August 15, 2017, Plaintiff, through her attorney, gave notice that Plaintiff believed Defendant had taken an unreasonable amount of time and/or number of repair attempts to conform the subject vehicle to Defendant's warranty, thereby violating without limitation, the Minnesota Lemon Law, the Magnuson-Moss Warranty Act and the Minnesota Uniform Commercial Code and that, as a result, Plaintiff no longer wanted the vehicle.

**COUNT 1**  
**VIOLATION OF MINN. STAT. § 325F.665, SUBD. 2.**  
**("MINNESOTA LEMON LAW")**

14.

Plaintiff realleges Paragraphs 1 through 13 as though fully set forth herein.

15.

Plaintiff is a "consumer" as the Minnesota Lemon Law defines that term.

16.

Defendant is a "manufacturer" as the Minnesota Lemon Law defines that term.

17.

The new vehicle warranty purchased by Plaintiff is a "manufacturer's express warranty" and "warranty" as the Minnesota Lemon Law defines those terms.

18.

The subject vehicle is a "motor vehicle" as the Minnesota Lemon Law defines that term.

19.

Plaintiff reported one or more of the vehicle nonconformities outlined above to Defendant and/or its authorized dealers within two years following the date of original delivery of the new motor vehicle to Plaintiff.

20.

Plaintiff reported one or more of the vehicle nonconformities outlined above to Defendant and/or its authorized dealers during the term of the applicable express warranty.

21.

With respect to one or more of the above-referenced nonconformities, Defendant and/or its authorized dealerships failed to make the repairs necessary to conform the subject vehicle to the applicable express warranty.

22.

With respect to one or more of the above-referenced nonconformities, Defendant and/or its authorized dealerships failed to make the repairs necessary to conform the subject vehicle to the requirements of the Minnesota Lemon Law.

23.

Defendant has therefore violated Minn. Stat. § 325F.665, subd. 2.

24.

Plaintiff, therefore, is entitled to repair of the subject vehicle, and/or to be compensated in an amount to be determined at trial, plus reasonable attorney's fees and litigation costs incurred in this action as set forth under the Minnesota Lemon Law.

**COUNT 2**  
**VIOLATION OF MINN. STAT. § 325F.665, SUBD. 3.**  
**("MINNESOTA LEMON LAW")**

25.

Plaintiff realleges Paragraphs 1 through 24 as though fully set forth herein.

26.

Defendant's repair attempts were unreasonable in number and/or duration.

27.

Defendant attempted an unreasonable number of repairs to the subject vehicle for the same warranted condition or defect.

28.

Defendant attempted one or more of the above-referenced repairs within two years of the original delivery of the subject vehicle to a consumer without conforming the subject vehicle to its warranty and/or the requirements of the Minnesota Lemon Law.

29.

Defendant attempted one or more of the above-referenced repairs within the term of the applicable express warranty without conforming the subject vehicle to its warranty.

30.

The defects or conditions in the subject vehicle substantially impair(ed) its use to Plaintiff.

31.

The defects or conditions in the subject vehicle substantially impair(ed) its market value to Plaintiff.

32.

Plaintiff gave Defendant the notice and an opportunity to repair the subject vehicle required by Minn. Stat. § 325F.665, subd. 3(e).

33.

Plaintiff is, therefore, entitled to the presumption provided by Minn. Stat. § 325F.665, subd. 3(b).

34.

Defendant has therefore violated Minn. Stat. § 325F.665, subd. 3, thereby entitling Plaintiff to vehicle replacement or full refund of the purchase price of the subject vehicle, at Plaintiff's choice, including the cost of any options or other modifications arranged, installed, or made by the manufacturer, its agent, or its authorized dealer within 30 days after the date of original delivery, and all other charges, including, but not limited to, sales or excise tax, license fees and registration fees, reimbursement for towing and rental vehicle expenses incurred by Plaintiff as a result of the vehicle being out of service for warranty repair, plus attorneys' fees and litigation costs incurred bringing this action as set forth in the Minnesota Lemon Law.

**COUNT 3**  
**VIOLATION OF 15 U.S.C. SECTION 2310(d).**  
**("MAGNUSON-MOSS WARRANTY ACT")**

35.

Plaintiff realleges Paragraphs 1 through 34 as though fully set forth herein.

36.

The subject vehicle is a "consumer product" as the Magnuson-Moss Warranty Act defines that term.

37.

The subject warranty is a "warranty" as the Magnuson-Moss Warranty Act defines that term.

38.

Plaintiff is a "consumer" as the Magnuson-Moss Warranty Act defines that term.

39.

Because Defendant has violated one or more of the Counts stated below, it has violated the Magnuson-Moss Warranty Act, thereby entitling Plaintiff to those remedies permitted by Minnesota law, and entitling Plaintiff to receive the reasonable legal fees and litigation costs incurred prosecuting this matter.

**COUNT 4**

**BREACH OF EXPRESS WARRANTY UNDER THE MAGNUSON-MOSS WARRANTY ACT (VIOLATION OF MINN. STAT. § 336.2-607 and 336.2-714)**

40.

Plaintiff realleges Paragraphs 1 through 39 as though fully set forth herein.

41.

Plaintiff notified Defendant of its failure to remedy defects in the subject vehicle within a reasonable time after discovering them.

42.

Defendant's express warranty required it to remedy the defects in the subject vehicle.

43.

Defendant failed to remedy the defects in the subject vehicle.

44.

Defendant failed to remedy the above-referenced defect(s) in the subject vehicle within a reasonable number of attempts.

45.

Defendant failed to remedy the above-referenced defect(s) in the subject vehicle within a reasonable or period of time.

46.

Defendant has, therefore, breached its warranty to Plaintiff.

47.

Defendant's breach of warranty has directly and proximately caused Plaintiff's damages.

48.

Plaintiff is therefore entitled to recover actual damages, together with all incidental and consequential damages including, but not limited to, loss of use damages from Defendant as provided by Minnesota law, plus the reasonable legal fees and litigation costs incurred prosecuting this matter.

**COUNT 5**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE**  
**MAGNUSON-MOSS WARRANTY ACT**  
**(VIOLATION OF MINN. STAT. § 336.2-314)**

49.

Plaintiff realleges Paragraphs 1 through 48 as though fully set forth herein

50.

Defendant is a merchant with respect to the subject vehicle purchased by Plaintiff.

51.

Included with Plaintiff's purchase of subject vehicle was an implied warranty of merchantability.

52.

The subject vehicle was of a character and quality that it would not pass without objection in the trade under the contract description.

53.

The subject vehicle was not fit for the ordinary purpose for which such goods are used.

54.

The subject vehicle was not of fair average quality within the contract description.

55.

The subject vehicle did not run, within the variations permitted by the agreement, of even kind, quality and quantity.

56.

The subject vehicle did not conform to the promises or affirmation of fact made on the container or label that accompanied its delivery to Plaintiff.

57.

Defendant did not effectively exclude said warranty of merchantability.

58.

Defendant did not effectively modify said warranty of merchantability.

59.

Defendant has therefore breached its implied warranty of merchantability to Plaintiff.

60.

Plaintiff is therefore entitled to recover actual damages, together with all incidental and consequential damages from Defendant as provided by Minnesota law plus legal fees and litigation costs incurred pursuant to 15 U.S.C. § 2310(d).

**COUNT 6**  
**REVOCAION OF ACCEPTANCE UNDER THE**  
**MAGNUSON-MOSS WARRANTY ACT**  
**(VIOLATION OF MINN. STAT. § 336.2-608)**

61.

Plaintiff realleges Paragraphs 1 through 60 as though fully set forth herein.

62.

Plaintiff reported the nonconformities outlined above to Defendant or Defendant's authorized repair dealership, during the term of the applicable warranties.

63.

Plaintiff reported the nonconformities outline above to Defendant or Defendant's authorized repair dealership, within a reasonable time after discovering the same.

64.

The nonconformities outlined above substantially impair the value of the subject vehicle.

65.

Plaintiff was reasonably induced to accept the subject motor vehicle by the difficulty of discovery of said nonconformities before acceptance.

66.

Plaintiff was reasonably induced to accept the subject motor vehicle by Defendant's assurances that the subject vehicle conformed to its warranties.

---

67.

Plaintiff provided Defendant with a reasonable number of opportunities to cure the nonconformities in the subject vehicle.

68.

Notwithstanding Plaintiff providing Defendant with a reasonable number of opportunities to repair the subject vehicle, Defendant failed to seasonably cure the above-referenced nonconformities.

69.

Plaintiff revoked acceptance of the subject vehicle within a reasonable time after discovery of the nonconformities outlined above.

70.

Plaintiff is therefore entitled to recover the full purchase price of the subject vehicle plus all incidental and consequential damages including, but not limited to, loss of use damages, and legal fees and litigation costs incurred pursuant to 15 U.S.C. § 2310(d).

WHEREFORE, Plaintiff respectfully prays for judgment against Defendant for actual and statutory damages, including incidental, consequential and loss of use damages to be proven at the time of trial, plus attorney fees and litigation costs in an amount in excess of \$50,000, together with pre-judgment and post-judgment interest and all other costs the Court deems just.

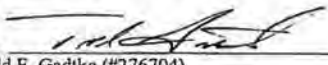
---

**ACKNOWLEDGMENT**

Plaintiff asserts these claims in good faith and acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded to the opposing party as provided by Minnesota Statutes Section 549.211, subd. 2 (1994).

Date: August 30, 2017

**GADTKE LAW FIRM, P.A.**

By:   
Todd E. Gadtko (#276704)  
11210 – 86<sup>th</sup> Avenue North  
Maple Grove, MN 55369  
Telephone: (763) 315-4548  
**ATTORNEYS FOR PLAINTIFF**



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

**RE:** Process Served in Michigan

**FOR:** Ford Motor Company (Domestic State: DE)

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

**TITLE OF ACTION:** [REDACTED], individually and on behalf of all others similarly situated,  
Pltfs. vs. Ford Motor Company, Dft.

**DOCUMENT(S) SERVED:** Summons, Complaint and Demand

**COURT AGENCY:** Eastern District of Michigan - U. S. District Court, Genesee County, MI  
Case # 217CV12599-1 [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - 2016 Ford Explorer (see Exhibit for additional Vehicle Information)

**ON WHOM PROCESS WAS SERVED:** The Corporation Company, Plymouth, MI

**DATE AND HOUR OF SERVICE:** By Certified Mail on 09/13/2017 postmarked on 09/12/2017

**JURISDICTION SERVED:** Michigan

**APPEARANCE OR ANSWER DUE:** Within 21 days after service, not counting the day of receipt

**ATTORNEY(S) / BENDER(S):** E. Powell Miller  
The Miller Law Firm  
950 W. University Drive  
Suite 300  
Rochester, MI 48370  
248-841-2200

**ACTION ITEMS:** CT has retained the current log, Retain Date: 09/13/2017, Expected Purge Date:  
09/18/2017  
Image SOP  
Email Notification, Chris Dzbanski cdzbanski@ford.com  
Email Notification, Mary Ann MacKinnon mmackint@ford.com

**SIGNED:** The Corporation Company  
**ADDRESS:** 40600 ANN ARBOR RD E STE 201  
Plymouth, MI 48170-4675  
**TELEPHONE:** 213-337-4615

GLUE STRIPS AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. PLACE POSTAGE ON  
CERTIFIED MAIL



7016 3010 0000 8039 9917



**THE MILLER LAW FIRM**

A PROFESSIONAL CORPORATION  
950 WEST UNIVERSITY DRIVE SUITE 300  
BOSTON, MASSACHUSETTS 02117

TO:

Ford Motor Company  
RA: The Corporation Company  
40600 Ann Arbor Rd. E  
Suite 201  
Plymouth, MI 48170

UNITED STATES DISTRICT COURT  
for the  
Eastern District of Michigan



*Plaintiff,*

Civil Action No. [Redacted]

Ford Motor Company,

Hon. Terrence G. Berg

*Defendant*

SUMMONS IN A CIVIL ACTION

To: Ford Motor Company

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

E. Powell Miller  
The Miller Law Firm  
950 W. University Drive  
Suite 300  
Rochester, MI 48307

If you fail to respond, judgment by default may be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.



DAVID J. WEAVER, CLERK OF COURT

By: s/D Worth  
*Signature of Clerk or Deputy Clerk*

Date of Issuance: August 10, 2017



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

  
 individually and on  
behalf of all others similarly situated,  
  
Plaintiffs,  
  
v.  
  
FORD MOTOR COMPANY,  
  
Defendant.

Case No.

Hon.

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

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The allegations herein are based on personal knowledge as to Plaintiffs' own conduct and are made on information and belief as to all other matters based on an investigation by counsel.<sup>1</sup>

## I. INTRODUCTION

1. Plaintiffs [REDACTED] ("Plaintiffs") bring this class action against Ford Motor Company ("Ford" or "Defendant"), individually and on behalf of all persons or entities in the United States who purchased, leased or own a Class Vehicle (defined below), for Defendant's breach of express and implied warranties, fraud, negligent misrepresentation, unjust enrichment and unfair trade practices, concerning a known defect in thousands of vehicles sold in the United States.

2. The affected vehicles are 2016 and 2017 model year Ford Explorers (the "Class Vehicles").

3. The Class Vehicles include a defective exhaust and/or Heating, Ventilation, and Air Conditioning system (the "HVAC System") that allows exhaust odor and gases, including carbon monoxide – an odorless, toxic gas, to enter the passenger compartment of the vehicles while in use.

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<sup>1</sup> Counsel's investigation includes an analysis of publicly available information, including consumer complaints to the National Highway Transportation Safety Administration, Technical Service Bulletins issued by Defendant, and additional analysis. Plaintiffs believe that a reasonable opportunity for discovery will provide further support for the claims alleged herein.

4. This hazardous defect has resulted in numerous complaints to the National Highway Transportation Safety Administration ("NHTSA") and the opening of a NHTSA investigation into the Class Vehicles.

5. The defect is not new to Ford. As early as 2012, Defendant had issued Technical Service Bulletins ("TSBs") to its exclusive network of dealers, recognizing the presence of exhaust odors and fumes in the passenger compartment of certain Ford Explorers. Further, in late 2016, Ford settled a class action litigation that alleged that model year 2011-2015 Ford Explorers similarly permitted exhaust and other gases to enter the passenger compartment.

6. The defect exposes Plaintiffs and Class members to noxious gases, such as carbon monoxide, when the vehicles are in use and creates a clear safety hazard. For example, complaints to NHTSA report that the presence of exhaust fumes in the Class Vehicles cause headaches and dizziness on the part of occupants, which can lead to accidents.

7. NHTSA's investigation summary reports:

... three crash events and 25 injury incidents citing a total of 41 injuries. The alleged injuries, as affirmatively indicated on the [Vehicle Owner Questionnaire] reports, range from unspecified to loss of consciousness, with the majority indicating nausea, headaches, or light headedness. One police incident alleged a crash with related injuries, and a second police incident reported a physiological injury

allegedly from carbon monoxide (CO) exposure. Another reported police incident resulted in a rollover crash event with injuries.<sup>2</sup>

8. Despite the TSBs, the class action settlement and the complaints to NHTSA and the NHTSA investigation into the Class Vehicles, Defendant knowingly, actively, and affirmatively omitted and/or concealed the existence of the defect to increase profits by selling additional Class Vehicles. Knowledge and information regarding the defect and the associated safety hazard was in the exclusive and superior possession of Defendant and its dealers, and was not provided to Plaintiffs and members of the Classes, who could not reasonably discover the defect through due diligence. Based on pre-production testing, design failure mode analysis, and consumer complaints to dealers and NHTSA, *inter alia*, Defendant was aware of the defect in the Class Vehicles and fraudulently concealed the defect from Plaintiffs and members of the Classes.

9. Notwithstanding this knowledge, Ford continued selling defective vehicles, has failed to disclose the existence of the defect to Plaintiffs and members of the Classes, has not issued a recall, and has not remedied the issue and/or compensated Class Vehicle owners for the material defect. Rather, Defendant

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<sup>2</sup> Exhibit A, NHTSA Investigation 2016 Ford Explorer, <https://www.nhtsa.gov/vehicle/2016/FORD/EXPLORER/SUV/FWD#investigations> (last visited Aug. 7, 2017); Exhibit B, NHTSA Investigation 2017 Ford Explorer, <https://www.nhtsa.gov/vehicle/2017/FORD/EXPLORER/SUV/FWD#investigations> (last visited Aug. 7, 2017).

wrongfully and intentionally concealed the defect from Plaintiffs and members of the Classes.

10. No reasonable consumer expects to purchase or lease a vehicle that contains a concealed defect that allows toxic gases, such as carbon monoxide, into the passenger compartment when in use. The defect is material to Plaintiffs and members of the Classes because when they purchased or leased their Class Vehicles, they reasonably relied on the reasonable expectation that the Class Vehicles' would be free from defects and would not allow exhaust fumes into the vehicle. Had Defendant disclosed the defect, Plaintiffs and members of the Classes would not have purchased or leased the Class Vehicles, or would have paid less for their vehicles.

11. Defendant offers New Vehicle Limited Warranty coverage for Class Vehicles for 3 years or 36,000 miles which includes all components other than normal wear and maintenance items.<sup>3</sup>

12. Plaintiffs and the Classes (defined below) assert claims against Defendant for fraudulent concealment, negligent misrepresentation, breach of express and implied warranties, violation of The Magnuson-Moss Warranty Act,

<sup>3</sup> Exhibit C, 2016 Model Year Ford Warranty Guide, [http://www.fordservicecontent.com/Ford\\_Content/Catalog/owner\\_information/2016-Car-Lt-Truck-Warranty-version-3\\_frdwa\\_EN-US\\_10\\_2015.pdf](http://www.fordservicecontent.com/Ford_Content/Catalog/owner_information/2016-Car-Lt-Truck-Warranty-version-3_frdwa_EN-US_10_2015.pdf); Exhibits D, 2017 Model Year Ford Warranty Guide, [http://www.fordservicecontent.com/Ford\\_Content/Catalog/owner\\_information/2017-Ford-Car-Lt-Truck-Warranty-version-3\\_frdwa\\_EN-US\\_09\\_2016.pdf](http://www.fordservicecontent.com/Ford_Content/Catalog/owner_information/2017-Ford-Car-Lt-Truck-Warranty-version-3_frdwa_EN-US_09_2016.pdf).

15 U.S.C. § 2301 *et seq.*, unjust enrichment and for violations of the Georgia and Pennsylvania consumer fraud statutes.

13. As a direct result of Defendant's conduct, Plaintiffs and Class members have been harmed and are entitled to actual damages, including damages for diagnosis, repair and/or replacement costs, damages for the diminished value of their vehicles, compensatory, statutory and punitive damages, attorneys' fees, costs, restitution, and injunctive and declaratory relief.

## **II. JURISDICTION AND VENUE**

14. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2). The matter in controversy, exclusive of interest and costs, exceeds the sum or value of \$5,000,000 and is a class action in which there are more than 100 members of the Classes, members of the Classes (as defined below) are citizens of states different from Defendant, and greater than two-thirds of the members of the Classes reside in states other than the state in which Defendant is a citizen. This Court has jurisdiction over supplemental state law claims pursuant to 28 U.S.C. § 1367 and jurisdiction over the Magnuson Moss Warranty Act claim by virtue of diversity jurisdiction being exercised under the Class Action Fairness Act ("CAFA").

15. Venue properly lies in this District pursuant to 28 U.S.C. § 1391(a), (b) and (c) because Defendant maintains its corporate headquarters in this District,

because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this District, and because Defendant conducts a substantial amount of business in this District. Accordingly, Defendant has sufficient contacts with this District to subject Defendant to personal jurisdiction in the District and venue is proper.

### III. PARTIES

#### 1. Plaintiffs

16. Plaintiff [REDACTED] is a citizen of the state of Georgia and resides in Atlanta, Georgia. On or around December 2016, Plaintiff [REDACTED] purchased a new 2016 Ford Explorer from Allan Vigil Ford in Fayetteville, Georgia for personal, family, or household purposes. Plaintiff [REDACTED] continues to own the 2016 Ford Explorer.

17. Soon after purchasing the vehicle, Plaintiff [REDACTED] detected exhaust fumes within the passenger compartment while driving. Plaintiff [REDACTED] thereafter presented his vehicle to an authorized Ford dealership in order to address the problem. The dealer conducted a road test of the vehicle, but claimed that there were no exhaust fumes present and declined to repair the vehicle.

18. Plaintiff [REDACTED] Wright is a citizen of the state of Pennsylvania and resides in Havertown, Pennsylvania. On or around July 2016, the Plaintiff Wright purchased a used 2016 Ford Explorer from Bergey's Lincoln in Lansdowne,

██████████ Pennsylvania for personal, family, or household purposes. Plaintiff ██████████ continues to own the 2016 Ford Explorer.

19. Plaintiff ██████████ has detected exhaust fumes within the passenger compartment of his vehicle while driving, and he has suffered headaches for approximately the last year, since purchasing the vehicle. Plaintiff ██████████ continues to own the 2016 Ford Explorer.

20. Plaintiff ██████████ is a citizen of the state of Pennsylvania and resides in Royersford, Pennsylvania. On or around December 2016, the Plaintiff ██████████ purchased a new 2017 Ford Explorer from Kennedy Auto in Pottstown, Pennsylvania for personal, family, or household purposes. Plaintiff ██████████ continues to own the 2017 Ford Explorer.

21. Since purchasing the vehicle, Plaintiff ██████████ has detected exhaust fumes within the passenger compartment while driving.

**2. Defendant**

22. Defendant Ford Motor Company is a Delaware corporation, with its corporate headquarters located in Dearborn, Michigan.

23. Ford designs, engineers, manufactures, markets and/or sells vehicles throughout the United States, through its network of authorized motor vehicle dealers. Ford engages in interstate commerce by selling vehicles through its

authorized dealers located in every state of the United States, including within this District.

24. At all times relevant to this action, Defendant and/or its agents manufactured, distributed, sold, leased, and warranted the Class Vehicles, containing the defect described herein, throughout the United States. Defendant developed and disseminated the owner's manuals and warranty booklets, advertisements and other promotional materials relating to the Class Vehicles.

25. On information and belief, at all times relevant to this action, Defendant made decisions related to advertisement, marketing, sales, warranties, and recalls of the Class Vehicles its Dearborn, Michigan headquarters, which is located within this District.

#### **IV. FACTUAL ALLEGATIONS**

##### **A. The Class Vehicles**

26. The Class Vehicles – model year 2016 and 2017 Ford Explorers – are a part of Ford's fifth generation of Explorer vehicles.

27. The model year 2016 and 2017 Ford Explorers include some upgrades and changes from the prior year model, however upon information and belief, none of those changes addressed and/or remedied the defect, which allowed exhaust fumes into the passenger compartment while in use and which was present in the 2011-2015 Ford Explorers.

**B. The Exhaust Fume Defect**

28. The Class Vehicles were designed, engineered and manufactured by Ford with design flaws and/or defective exhaust and/or HVAC Systems that cause the presence of exhaust fumes, including carbon monoxide, in the passenger compartment while the vehicles are in use (the "Exhaust Fume Defect"). By designing, manufacturing, assembling, inspecting, distributing, selling and leasing the Class Vehicles with the Exhaust Fume Defect, Ford rendered the Class Vehicles defective and unsafe for their intended use and purpose.

29. Upon information and belief, the Exhaust Fume Defect was caused, among other things, by Defendant's design, manufacture or assembly of the Class Vehicles:

- bumper and/or tailpipes;
- rear air extractors;
- drain valves in the liftgates;
- sheet metal panels and overlaps;
- joints and seams; and
- rear auxiliary air conditioning system

30. Upon information and belief, Defendant's design, manufacture or assembly of these components, among other things, allows exhaust fumes,

including carbon monoxide, to enter and accumulate in the passenger compartment.

31. According to the Centers for Disease Control and Prevention, carbon monoxide (CO) is “an odorless, colorless gas that can kill you.”<sup>4</sup>

32. “CO is found in fumes produced any time you burn fuel in cars or trucks, small engines, stoves, lanterns, grills, fireplaces, gas ranges, or furnaces. CO can build up indoors and poison people and animals who breathe it... The most common symptoms of CO poisoning are headache, dizziness, weakness, upset stomach, vomiting, chest pain, and confusion.”<sup>5</sup>

33. As recognized by NHTSA, consumer complaints regarding the Class Vehicles have been consistent with typical carbon monoxide symptoms, *i.e.*, headaches, nausea and dizziness.

34. Upon information and belief, aside from carbon monoxide, the exhaust fumes present in the passenger compartment of the Class Vehicles as a result of the Exhaust Fume Defect, may contain sulfur dioxide, nitrogen oxides, formaldehyde, benzene and soot, which also present safety hazards for Plaintiffs and the Classes.

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<sup>4</sup> Exhibit E, *Carbon Monoxide Poisoning*, Centers for Disease Control and Prevention, <https://www.cdc.gov/co/faqs.htm> (last visited Aug. 7, 2017) (“Carbon Monoxide Frequently Asked Questions”).

<sup>5</sup> *Id.*

35. As alleged herein, Plaintiffs and members of the Classes unknowingly purchased or leased vehicles that contain the Exhaust Fume Defect and suffered diminished market value and other damages related to their purchase or lease of the Class Vehicles as a direct result of Defendant's omissions regarding the standard, quality or grade of the Class Vehicles and/or the existence of the Exhaust Fume Defect and its associated safety risk. The fact that the Class Vehicles suffer from the Exhaust Fume Defect is material to Plaintiffs and members of the Classes because it diminishes the value of the Class Vehicles and exposes drivers and passengers of the Class Vehicles to a safety hazard.

36. As a result of Defendant's material omissions, including its failure to disclose the presence of the Exhaust Fume Defect in the Class Vehicles, Defendant has caused Plaintiffs and members of the Classes to suffer actual damages, including but not limited to out-of-pocket expenses and the diminished value of their vehicles, and have been damaged by their exposure to exhaust fumes, including carbon monoxide.

**C. Defendant's Knowledge of the Defect and Associated Safety Hazard**

37. Ford has known since at least 2012 of the presence of exhaust fumes in the passenger compartment of certain Ford Explorer models.

38. Ford's knowledge and information regarding the Exhaust Fume Defect were in the exclusive and superior possession of Ford and its dealers, and

that information was not provided to Plaintiffs and members of the Classes. Based on pre-production testing, pre-production design failure mode analysis, production design failure mode analysis, early consumer complaints made to Defendant's network of exclusive dealers, aggregate warranty data compiled from those dealers, repair order and parts data received from the dealers, consumer complaints to dealers and NHTSA, and testing performed in response to consumer complaints, *inter alia*, Defendant was aware (or should have been aware) of the Exhaust Fume Defect in the Class Vehicles and fraudulently concealed the defect and safety hazard from Plaintiffs and members of the Classes.

39. Defendant fraudulently, intentionally, negligently and/or recklessly omitted and concealed from Plaintiffs and members of the Classes the defect in the Class Vehicles even though Defendant knew or should have known of design and/or manufacturing defects in Class Vehicles.

40. Defendant knew, or should have known, that the Exhaust Fume Defect and associated safety risk were material to owners and lessees of the Class Vehicles and were not known or reasonably discoverable by Plaintiffs and members of the Classes before they purchased or leased Class Vehicles, or before the warranties on their Class Vehicles expired.

41. Notwithstanding Defendant's exclusive and superior knowledge of the Exhaust Fume Defect, Defendant failed to disclose the defect to consumers at the

time of purchase or lease of the Class Vehicles (or any time thereafter) and continued to sell Class Vehicles. Defendant intentionally concealed the Exhaust Fume Defect and associated safety hazard, failed to provide any notice of the defect and associated safety hazard to Plaintiffs and members of the Classes, and have failed to recall the vehicles to remedy the defect.

**I. NHTSA Complaints & Investigation**

42. Consumers who purchased or leased Class Vehicles have filed numerous complaints with NHTSA, reporting and detailing the Exhaust Fume Defect.

43. Federal law requires Ford to monitor defects which can cause a safety issue and report them within five (5) days. Ford regularly monitors NHTSA complaints in order to meet its reporting requirements under federal law and was provided knowledge of the defect through these complaints, *inter alia*.

44. Below is a sample of consumer complaints made to NHTSA:

**2016 FORD EXPLORER**

**NHTSA ID Number:** 11011850

**Incident Date:** August 25, 2016

**Consumer Location:** KINGSTON, PA

I FELL ASLEEP FROM CARBON MONOXIDE POISONING AND I HIT THREE OTHER CARS CAUSING ME TO TOTAL MY VEHICLE. WEEKS BEFORE I HAD THE ACCIDENT I WAS EXPERIENCING DROWSINESS AND HEADACHES. I HAD THIS VEHICLE LESS THAN TWO MONTHS.

**NHTSA ID Number:** [REDACTED]

**Incident Date** August 1, 2016

**Consumer Location** MARSHFIELD, MO

EXHAUST SMELL IN CABIN UPON HARD ACCELERATION OR HILL CLIMBING. PROBLEM OCCURS ANY TIME RPMS EXCEED 3000-3500 FOR MORE THAN A FEW SECONDS. WIDE OPEN THROTTLE IS NOT REQUIRED, JUST MODERATE ENGINE STRAIN IN NORMAL DRIVING CONDITIONS. EXHAUST SMELL SEEMS TO COME THROUGH A/C VENTS AND IS WORSE WITH SYSTEM ON RECIRCULATE, BUT IS DEFINITELY PRESENT WHEN SYSTEM IS SET TO FRESH AIR AS WELL. REAR A/C SYSTEM DOES NOT HAVE TO BE ON IN ORDER TO GET THE SMELL. EXHAUST SMELL IS BAD ENOUGH TO BURN YOUR THROAT IF NOT VENTED BY ROLLING DOWN WINDOWS QUICKLY. PERSONS IN BACK SEAT COMMONLY COMPLAIN OF HEADACHES WHEN RIDING IN THE VEHICLE. VEHICLE HAS BEEN TO THE DEALER A TOTAL OF 5 TIMES FOR REPAIRS. NONE HAVE CORRECTED THE ISSUE. TSBS 14-0130 HAS BEEN PERFORMED, MUFFLERS HAVE BEEN REPLACED, HVAC MODULE HAS BEEN UPDATED, BUT PROBLEM STILL PERSISTS AS BAD OR WORSE THAN EVER. VEHICLE WAS PURCHASED BRAND NEW. PROBLEM BEGAN AROUND 1,500 MILES. THERE HAVE BEEN NO AFTER-MARKET MODIFICATIONS TO THE VEHICLE.

**NHTSA ID Number:** [REDACTED]

**Incident Date** June 1, 2016

**Consumer Location** SANTA ANA, CA

I BELIEVE CO IS LEAKING INTO MY CAR AND WHILE DRIVING I HAVE BECOME DIZZY AND GET HEADACHES ON A REGULAR BASIS. I ALSO BECOME QUITE TIRED. I DRIVE FOR A LIVING AND DID NOT UNDERSTAND WHAT WAS HAPPENING. THIS USUALLY HAPPENS WHILE DRIVING ON THE HIGHWAY WITH MY WINDOWS CLOSED. I NEVER DRIVE WITH MY WINDOWS OPEN BUT NEED TO OPEN THEM TO GET RID OF THE DIZZY AND TIRED FEELING.

**NHTSA ID Number:** [REDACTED]

**Incident Date** July 29, 2017

**Consumer Location** PIKEVILLE, NC

WHILE ACCELERATING A WEIRD SMELL FILLS THE CABIN OF MY EXPLORER. OTHER PEOPLE SMELL IT AS WELL NOT JUST ME. SOMETIMES AFTER DRIVING FOR MORE THAN 30 MINUTES I GET A HEADACHE OR I AM DIZZY.

**NHTSA ID Number:** [REDACTED]

**Incident Date** April 20, 2017

**Consumer Location** CHESHIRE, CT

THE CAR PRODUCES A ROTTEN EGG SULFUR SMELL IN THE PASSENGER CABIN WHILE ACCELERATING THE ENGINE UNDER MODERATE TO HEAVY LOAD. THE FUMES ARE DANGEROUS AND YOU HAVE TO OPEN ALL THE WINDOWS TO VENT THE SMELL FROM THE PASSENGER CABIN OR I BECOME DIZZY AND LIGHTHEADED FROM THE FUMES. THERE IS DEFINITELY AN EXHAUST LEAK THAT IS COMING INTO THE PASSENGER CABIN WHEN THE CAR ACCELERATES UNDER LOAD.

**NHTSA ID Number:** [REDACTED]

**Incident Date** July 15, 2016

**Consumer Location** HUTTO, TX

I HAVE BEEN TAKING THIS VEHICLE INTO THE DEALERSHIP MANY TIMES SINCE JULY 2016 FOR AN EXHAUST SMELL IN THE CABIN WHEN ACCELERATING AND AT HIGH SPEEDS AND CONSTANTLY FEEL DIZZY AND NAUSEOUS WHEN DRIVING THE VEHICLE. I HAVE TRIED MULTIPLE DEALERSHIPS TO FIX AND THEY HAVE TRIED ALL THE TSB'S THAT APPLY TO THE 2011-15'S, BUT SEEM TO NOT WORK ON THE 2016. THEY HAVE RESEALED THE VEHICLE AT LEAST 3 TIMES, REPLACED THE EXHAUST SYSTEM, AND OTHER PARTS, AND WHO KNOWS WHAT ELSE THEY'VE TRIED, BUT STILL WITH NO RESOLUTION. I'M TAKING IT BACK TO THE DEALERSHIP YET AGAIN TOMORROW, BUT REFUSE TO TAKE THIS VEHICLE BACK HOME UNTIL THE SMELL IS COMPLETELY GONE, WHICH SEEMS TO BE AN IMPOSSIBLE FEAT AT THIS POINT. I HAVE A CASE OPEN WITH FORD, BUT HAVE NOT MADE ANY PROGRESS WITH THEM EITHER (OVER 6 WEEKS). PLEASE DO WHAT YOU CAN TO GET THEM TO MAKE A RECALL ASAP BEFORE I BECOME ONE OF THOSE SOCCER MOMS THAT PASSES OUT BEHIND THE WHEEL WITH HER KIDS AND DOGS IN

THE CAR AND THEY MAKE A LIFETIME MOVIE ABOUT HOW MY HUSBAND CAN NO LONGER LIVE WITHOUT US :)

**NHTSA ID Number:** [REDACTED]

**Incident Date** February 3, 2017

**Consumer Location** CANYON COUNTRY, CA

WHILE DRIVING THE CAR ON THE FREEWAY AND UNDER ACCELERATION THERE IS A HORRIBLE EXHAUST SMELL THAT MAKES MY KIDS AND MYSELF NAUTIOUS. IT ALSO GIVES ME CONSTANT HEADACHES. I DIDN'T REALIZE WHAT WAS HAPPENING UNTIL MY HUSBAND GOT IN THE CAR FOR THE FIRST TIME AND NOTICED THE EXHAUST SMELL

**NHTSA ID Number:** [REDACTED]

**Incident Date** June 2, 2016

**Consumer Location** STRABANE, PA

SEVERAL TIMES WHEN DRIVING TWO OF MY CHILDREN AGES 2 AND 10 COMPLAINED OF A BAD SMELL COMING FROM THE THIRD ROW SEATING. THEY BOTH BECAME STRANGELY ILL, BUT ONLY MY 2YO BEGAN VOMITING. MY 10 TO COMPLAINED OF BEING LIGHT HEADED DURING SEVERAL LONG TRIPS. I NOTICED ON MANY OCCASIONS THAT DURING HIGH ACCELERATION ANYONE THAT SITS IN THE THIRD ROW COMPLAINS OF STOMACH ACHES AFTER A LENGTHY TIME IN THE VEHICLE. I CHALKED IT UP TO CAR SICKNESS, BUT REMEMBERED THIS ONLY BECAME RELEVANT WHEN LEASING THIS FORD. PLEASE HELP US. I HAVE THREE KIDS AND NO OTHER VEHICLE. THIS ALL STARTED THIS PAST SUMMER.

**NHTSA ID Number:** [REDACTED]

**Incident Date** October 3, 2016

**Consumer Location** MOUNT HOREB, WI

SINCE EARLY OCTOBER 2016, I'VE HAD A NEAR-CONSTANT EXHAUST SMELL, SIMILAR TO WHAT NATURAL GAS OR SULFUR SMELLS LIKE, IN THE CABIN OF MY VEHICLE THAT IS RESULTING IN HEADACHES (LITERALLY) FOR MY ENTIRE FAMILY. DEALERSHIP HAS MADE MULTIPLE ATTEMPTS TO REPAIR AND HAS BEEN UNSUCCESSFUL. THE EXHAUST FUMES ARE COMING INTO THE CABIN WHEN THE

ENGINE IS STARTED AND VEHICLE IS PARKED OR MOVING. IN MY ONLINE RESEARCH, I'VE FOUND THAT FORD IS UNDER INVESTIGATION BY NHTSA FOR THIS ISSUE FOR 2010-15 MODELS, BUT I BELIEVE MY 2016 MODEL IS AFFECTED AS WELL.

**2017 FORD EXPLORER**

**NHTSA ID Number:** [REDACTED]

**Incident Date** June 1, 2017

**Consumer Location** RICHMOND, TX

EXHAUST ODOR SMELL, AS SOON AS CAR SPEEDS UP ABOVE THE 40 MPH, IT STARTS SMELLING EXHAUST IN THE CAR. SMELL IS SO STRONG THAT CAUSE HEADACHE. THIS IS POISON CARBON MONOXIDE.

**NHTSA ID Number:** [REDACTED]

**Incident Date** November 1, 2016

**Consumer Location** BAINBRIDGE, GA

ODOR WHICH MAKES ME NAUSEA AND HAVE A HEADACHE

**NHTSA ID Number:** [REDACTED]

**Incident Date** July 31, 2017

**Consumer Location** SHERMAN OAKS, CA

FORD EXPLORER SPORT 2017 SMELLS OF EXHAUST GAS IN THE DRIVER CABIN. I BOUGHT THE CAR IN MARCH 5, 2017 AND TOOK IT TO DEALER 3/9/17 TO COMPLAIN ABOUT EXHAUST FUMES SMELL WHEN I DROVE ON THE FREEWAY. THEY TOLD ME THEY TESTED IT AND COULD NOT SMELL ANYTHING. THE PROBLEM HAS CONTINUED AND IT HAPPENS ESPECIALLY WHEN I DRIVE ON THE FREEWAY. IN JUNE A WAS GOING TO DRIVE MY CAR FROM LA TO NEW JERSEY. AFTER THREE DAYS OF DRIVING I HAD TO TURN BACK TO LA BECAUSE I GOT DIZZY AND FELT NAUSEOUS EVERY DAY AFTER DRIVING 6 TO 8 HOURS. I SAW LAST NIGHT ON THE NEWS THAT THERE IS A PROBLEM WITH EXHAUST FUMES AND CARBON MONOXIDE AND THAT MADE ME REALIZE THAT I AM AFFECTED BY THAT. I CALLED FORDS HOTLINE EARLIER TODAY. THEY SAID THAT THERE IS A FIX BUT WHEN I TOOK IT TO THE DEALERSHIP THEY

TOLD ME THAT APPARENTLY THERE IS NO FIX FOR THE 2017 YET AND I GOT THE ADVISE TO BE CAREFULL AND DRIVE WITH MY WINDOW DOWN. THAT IS NOT THE SOLOUTING YOU WANT AFTER PAYING 55G AND HAVING ONLY 3500MILLES ON THE ODOMETER!

**NHTSA ID Number:** [REDACTED]

**Incident Date** July 15, 2017

**Consumer Location** BROOKLYN, NY

EVERY TIME GAS IS PUSHED AT FULL THROTTLE THERE IS A SMELL OF EEXHAUST IN THE CABIN OF THE CAR , THIS IS A NEW CAR JUST PURCHASED , MY TWO KIDS VOMITED AND DON'T WANNA RIDE IN IT THIS IS NOT A JOKE AT ALL .

**NHTSA ID Number:** [REDACTED]

**Incident Date** July 26, 2017

**Consumer Location** PASADENA, MD

VEHICLE IN MOTION- CARBON MONOXIDE DETECTOR READING OF 45 PPM (PARTS PER MILLION). PASSENGERS COMPLAINING OF HEADACHES, NAUSEA, LIGHTHEADEDNESS WHICH PROMPTED THE USE OF THE METER.

**NHTSA ID Number:** 10979869

**Incident Date** April 18, 2017

**Consumer Location** GREAT RIVER, NY

ON JANUARY 27TH, 2017, MY WIFE AND I LEASED A NEW 2017 FORD EXPLORER. EVERY TIME WE OPERATE THE VEHICLE, WE GET EXTREMELY SICK (SOME SYMPTOMS WE EXPERIENCE ARE SORE THROAT, RUNNING NOSE, HEADACHES, AND NAUSEA THAT LAST HOURS AFTER EXITING THE VEHICLE). THIS OCCURS ABOUT 10-15 MINUTES WHILE DRIVING/OPERATING THE VEHICLE. THE HEATING SYSTEM WAS SET TO 75 DEGREES FAHRENHEIT AND THE WINDOWS WERE CLOSED. AFTER WE FELT SICK WE DID SHUT OFF THE HEATING SYSTEM AND OPEN THE WINDOWS BUT THERE WAS A SLIGHT ODOR IN THE CABIN AND WE STILL FEEL SEVERAL ALIMENTS. DOCTOR APPOINTMENTS HAVE BEEN MADE FOR MYSELF AND MY 6-MONTH-OLD DAUGHTER THAT WAS IN THE VEHICLE (THIS BEING MY MOST SIGNIFICANT CONCERN), FORD MOTOR CORP INSTALLED A NEW

EXHAUST SYSTEM, REMOVED THE REAR BUMPER AND RESEALED ANY LEAKS, CHECKED CABIN PRESSURE AND TRIED TO RESEAL ANY CRACKS THAT MAY ALLOW EXHAUST TO RENTER THE CABIN. FORD STATED THAT THE VEHICLE WAS FIXED, AFTER BEING BROUGHT TO THEM FOR THE THIRD TIME (THEY SAID THEY FOUND MORE LEAKS AND RESEALED THEM), BUT REFUSED TO GIVE ME ANY DOCUMENTATION STATING THAT THE VEHICLE IS SAFE FOR MY FAMILY AND MYSELF TO BE IN. THE VEHICLE HAS BEEN IN AND OUT OF SERVICE SEVERAL TIMES, A FORD SERVICE TECHNICIAN LOCATED AT SAYVILLE FORD TEST DROVE THE VEHICLE WITH ME AND CONFIRMED THE SAME AILMENTS. THE VEHICLE WAS PICKED UP FROM SERVICE AFTER FORD STATED IT WAS FIXED FOR A 3RD TIME AND WE WERE STILL GETTING SICK WHEN WE DROVE THE VEHICLE. WE CONTACTED FORD AGAIN AND WE ADVISED THEM OF THE SITUATION FOR A 4TH TIME AND THEIR RESPONSE WAS "BY ITS VERY NATURE, NEW CAR SMELL IS DUE TO PLASTICS AND ADHESIVES IN THE VEHICLE. IT COULD BE AN IRRITANT TO SOME. UNFORTUNATELY, YOU MAY HAVE TO CONSIDER OTHER OPTIONS THAT MAY BE AVAILABLE TO YOU.

45. According to NHTSA, it initially opened an investigation into "exhaust odors in the vehicle occupant compartment of model year (MY) 2011 to 2015 Ford Explorers" in July 2016. During its investigation, NHTSA's Office of Defects Investigation (ODI) identified hundreds of additional complaints concerning exhaust odor and in July 2017 expanded its inquiry to cover the Class Vehicles. As of July 27, 2017, NHTSA received 791 complaints of exhaust odor in 2011-2017 Ford Explorers, including complaints concerning Police Interceptor Ford Explorers.<sup>6</sup>

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<sup>6</sup> See Exhibit A, NHTSA Investigation 2016 Ford Explorer.

46. During its investigation, NHTSA sent Ford an Information Request letter, and in response, Ford identified “2400 reports (485 owner complaints, 1254 warranty claims, 606 dealer field reports, 55 legal claims), involving 2,051 unique vehicles, that appear to relate to the exhaust odor issue” in Ford Explorers. “A number of the Ford reports also discussed health effects similar to the [NHTSA complaints], specifically nausea and headaches.”<sup>7</sup>

47. According to NHTSA, “Ford has issued multiple TSBs related to the exhaust odor issue, and in some cases revised those documents multiple times to provide dealership technicians with procedures to address complaints raised by consumers and police fleets. Concerns over the effectiveness of the procedures have been raised by vehicle owners in some cases.” NHTSA continues to evaluate the effectiveness of Ford’s TSBs.<sup>8</sup>

48. With respect to the Ford Explorer Police Interceptor, NHTSA reports that these vehicles may be “experiencing exhaust manifold cracks, which appear to present a low level of detectability, and may explain the exhaust odor.” NHTSA does not indicate whether this same condition is present in the other Ford Explorers subject to its investigation.<sup>9</sup>

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<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

<sup>9</sup> *Id.*; Exhibit F, *Ford Takes Action For First Responders; Underscores No Issue With Carbon Monoxide In Regular Explorer*, The Ford Motor Company

**2. Technical Service Bulletins**

49. As referenced by NHTSA, Ford has issued TSBs for Ford Explorers that concern the presence of exhaust fumes in the passenger compartment. Such TSBs, which evidence Defendant's exclusive and superior knowledge regarding the defect in earlier models and which implicate the same problem as present in the Class Vehicles, were issued to its exclusive network of dealerships beginning on or around December 2012.

50. In December 2012, Ford issued TSB 12-12-4, which provided instructions to Ford dealerships to remedy the presence of exhaust fumes in 2011, 2012 and 2013 Ford Explorers.

51. In July 2014, Ford issued TSB 14-0130, which superseded TSB 12-12-4 and included 2014 and 2015 Ford Explorers.

52. According to TSB 14-0130, "[s]ome 2011-2015 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."<sup>10</sup>

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MediaCenter, On July 28, 2017, Ford issued a statement claiming that "holes and unsealed spaces" in the rear of Police Interceptor Ford Explorers may allow exhaust to enter the cabin. Ford stated, however, that "[d]rivers of regular, non-police Ford Explorers have no reason to be concerned." <https://media.ford.com/content/fordmedia/fna/us/en/news/2017/07/28/police-utility-statement.html> (last visited Aug. 7, 2017) ("July 28, 2017 Ford Statement").

<sup>10</sup> Exhibit G, Exhaust Odor in Vehicle, TSB 14-0130.

53. TSB 14-0130 did not identify a specific remedy for the presence of exhaust fumes, instead suggesting several distinct modifications/replacements. In particular, TSB 14-0130 suggested the following:

- Reprogramming the HVAC System;
- Replacing the left side rear air extractor;
- Inspecting for the presence of drain valves and installing new drain valves;
- Sealing the rear horizontal sheet metal lap joints and the rear sheet metal overlap flange; and
- Applying undercoating to the auxiliary air conditioning lines and sealed areas.<sup>11</sup>

54. This scattershot approach demonstrates that Ford knew of the defect in earlier model Ford Explorers, but did not know of a specific and effective fix to protect car occupants from exposure to exhaust fumes. Neither TSB 12-12-4 nor TSB 14-0130 acknowledged the presence of carbon monoxide in the passenger compartment.

55. Based on NHTSA's report<sup>12</sup> and upon information and belief, both TSB 12-12-4 and TSB 14-0130 failed to remedy the defect present in earlier model Ford Explorers. Similarly, upon information and belief, the suggested

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<sup>11</sup> *Id.*

<sup>12</sup> See Exhibit A, NHTSA Investigation 2016 Ford Explorer.

modifications/replacements in TSB 12-12-4 and TSB 14-0130 do not sufficiently remedy the Exhaust Fume Defect in the Class Vehicles.

56. Plaintiffs were never provided with copies of or information about TSB 12-12-4 and TSB 14-0130, and to the extent that Ford has issued subsequent TSBs that include the Class Vehicles, Plaintiffs have never been provided with copies.

57. Further, upon information and belief, the TSBs were not directly communicated to consumers. Thus, despite Ford's knowledge of the defect and associated safety hazard, Defendant failed to disclose the defect to owners and lessors of the Class Vehicles, including Plaintiffs and members of the Classes, and instead, intentionally concealed the Exhaust Fume Defect.

58. The TSBs, along with pre-production testing, pre-production design failure mode and analysis data, production design failure mode and analysis data, early consumer complaints made to Defendant's network of exclusive dealers and NHTSA, aggregate warranty data compiled from those dealers, repair order and parts data received from the dealers, and testing performed in response to consumer complaints, evidences that since as early as 2012, Defendant has had exclusive and superior knowledge regarding the defect in earlier model Ford Explorers – the same defect present in the Class Vehicles.

59. Defendant gained its knowledge of the Exhaust Fume Defect through sources not available to Plaintiffs and members of the Classes.

**3. Prior Class Litigation**

60. In late 2016, Ford settled a class action litigation, *Sanchez Knutson v. Ford Motor Co.*, No. 14-cv-61344-WPD (S.D. Fla.), which alleged a defect identical to the Exhaust Fume Defect – “exhaust and other gases, including dangerous quantities of carbon monoxide may enter the passenger compartments of the vehicles” for 2011-2015 Ford Explorers.

61. The settlement provided for the following consideration to affected car owners: (1) Notice of a New Exhaust Odor TSB, which was to be issued in 2016 and which provided an updated procedure to address exhaust fumes in the passenger compartment; and (2) Reimbursement of out of pocket expenses related to repairs conducted within or without the warranty period.

62. Plaintiffs and Class members did not receive any notice or remedy for the Exhaust Fume Defect, despite its clear similarity to the problem in model years 2011-2015.

**V. TOLLING OF THE STATUTE OF LIMITATIONS AND ESTOPPEL**

63. Any applicable statute of limitations has been tolled by Defendant's knowing and active concealment of the defect and the omissions alleged herein. Through no fault or lack of diligence, Plaintiffs and members of the Classes were

deceived regarding the Class Vehicles and could not reasonably discover the defect or Defendant's deception with respect to the Exhaust Fume Defect.

64. Plaintiffs and members of the Classes did not discover and did not know of any facts that would have caused a reasonable person to suspect that Defendant was concealing a defect and/or that the Class Vehicles contained the defect and corresponding safety hazard. As alleged herein, the existence of the defect was material to Plaintiffs and members of the Classes at all relevant times. Within the time period of any applicable statutes of limitations, Plaintiffs and members of the Classes could not have discovered through the exercise of reasonable diligence that Defendant was concealing the Exhaust Fume Defect.

65. At all times, Defendant is and was under a continuous duty to disclose to Plaintiffs and members of the Classes the true standard, quality and grade of the Class Vehicles and to disclose the defect which resulted in the presence of exhaust fumes, including carbon monoxide, in the passenger compartment.

66. Defendant knowingly, actively and affirmatively concealed the facts alleged herein. Plaintiffs and members of the Classes reasonably relied on Defendant's knowing, active and affirmative concealment.

67. For these reasons, all applicable statutes of limitation have been tolled based on the discovery rule and Defendant's fraudulent concealment, and

Defendant is estopped from relying on any statutes of limitations in defense of this action.

#### VI. CLASS ACTION ALLEGATIONS

68. Plaintiffs bring this action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(1), (b)(2) and/or (b)(3) on behalf of the following Class and Sub-Classes:

**Nationwide Class:** All persons or entities in the United States who purchased, leased or own a Class Vehicle (the "Nationwide Class" or "Class");

**Georgia Sub-Class:** All persons or entities who purchased or leased a Class Vehicle in the State of Georgia and all persons or entities in the State of Georgia who purchased, leased or own a Class Vehicle (the "Georgia Sub-Class"); and

**Pennsylvania Sub-Class:** All persons or entities who purchased or leased a Class Vehicle in the State of Pennsylvania and all persons or entities in the State of Pennsylvania who purchased, leased or own a Class Vehicle (the "Pennsylvania Sub-Class").

69. Excluded from the Class and Sub-Classes are Defendant and its parents, subsidiaries and corporate affiliates. Plaintiffs reserve the right to revise the definition of the Class and Sub-Classes based upon subsequently discovered information and reserve the right to establish additional subclasses where appropriate. The Class and Sub-Classes are collectively referred to herein as the "Classes."

70. The Classes are so numerous that joinder of all members is impracticable. Plaintiffs believe that there are at least thousands of proposed members of the Classes throughout the United States.

71. Common questions of law and fact exist as to all members of the Classes and predominate over any issues solely affecting individual members of the Classes. The common and predominating questions of law and fact include, but are not limited to:

- Whether the Class Vehicles contains a design defect and/or a defect in material, manufacturing and/or workmanship;
- Whether the defect in the Class Vehicles presents a safety hazard;
- Whether Defendant knew or should have known that defect in the Class Vehicles presents a safety hazard;
- Whether Defendant had a duty to disclose defect in the Class Vehicles;
- Whether Defendant breached its duty to disclose defect in the Class Vehicles;
- Whether Defendant intentionally and knowingly concealed, suppressed and/or omitted material facts concerning the standard, quality or grade of the Class Vehicles and/or the Exhaust Fume Defect;
- Whether Defendant negligently omitted material facts concerning the standard, quality or grade of the Class Vehicles and/or the Exhaust Fume Defect;
- Whether Defendant made material omissions concerning the standard, quality or grade of the Class Vehicles and/or the Exhaust Fume Defect;

- Whether members of the Classes would pay less for a Class Vehicle if Defendant, at the time of purchase or lease, disclosed the defect;
- Whether members of the Classes would have purchased or leased a Class Vehicle if Defendant, at the time of purchase or lease, disclosed the defect;
- Whether Defendant actively concealed material facts from Plaintiff and members of the Classes in order to, *inter alia*, sell more Class Vehicles;
- Whether Defendant breached its express and/or implied warranties to Plaintiffs and members of the Classes;
- Whether Defendant violated the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*;
- Whether Defendant violated the Georgia Fair Business Practices Act, Ga. Code Ann., Com. Law § 10-393;
- Whether Defendant violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1, *et seq.*;
- Whether Defendant was unjustly enriched by its conduct; and
- Whether damages, restitution, equitable, injunctive, compulsory, or other relief is warranted.

72. Plaintiffs' claims are typical of the claims of the Classes that Plaintiffs seek to represent. As alleged herein, Plaintiffs and the Classes sustained damages arising out of the same illegal actions and conduct by Defendant.

73. Plaintiffs are willing and prepared to serve the Classes in a representative capacity with all of the obligations and duties material thereto. Plaintiffs will fairly and adequately protect the interests of the Classes and has no

interests adverse to or in conflict with the interests of the other members of the Classes.

74. Plaintiffs' interests are co-extensive with and are not antagonistic to those of absent members within the Classes. Plaintiffs will undertake to represent and protect the interests of absent members within the Classes and will vigorously prosecute this action.

75. Plaintiffs have engaged the services of the undersigned counsel. Counsel is experienced in complex litigation, will adequately prosecute this action, and will assert and protect the rights of, and otherwise represent, Plaintiffs and absent members of the Classes.

76. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy. Plaintiffs know of no difficulty to be encountered in the management of this litigation that would preclude its maintenance as a class action.

77. Class action status is warranted under Rule 23(b)(3) because questions of law or fact common to the members of the Classes predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

78. The Classes may also be certified under Rule 23(b)(1)(A) and (B) because the prosecution of separate actions by individual members of the Classes

would create a risk of inconsistent or varying adjudications with respect to individual members of the Classes, which would establish incompatible standards of conduct for Defendant, would be dispositive of the interests of nonparties to the individual adjudications, and would substantially impair the ability of such nonparties to protect their interests.

79. The Classes may also be certified under Rule 23(b)(2) because Defendant has acted on grounds generally applicable to the Classes, thereby making it appropriate to award final injunctive relief or corresponding declaratory relief with respect to the Classes.

80. The interest of members within the Classes in individually controlling the prosecution of separate actions is theoretical and not practical. The Classes have a high degree of similarity and are cohesive, and Plaintiffs anticipate no difficulty in the management of this matter as a class action.

81. The nature of notice to the proposed Classes is contemplated to be by direct mail upon certification of the Classes or, if such notice is not practicable, by the best notice practicable under the circumstance including, *inter alia*, email, publication in major newspapers and/or on the internet.

**VII. CLAIMS FOR RELIEF**

**COUNT I**

**Fraudulent Concealment**

**(On behalf of the Nationwide Class or, alternatively,  
on behalf of the Georgia and Pennsylvania Sub-Classes)**

82. Plaintiffs incorporate and reallege each preceding paragraph as though fully set forth herein.

83. Plaintiffs bring this count on behalf of themselves and the members of the Nationwide Class or, alternatively, on behalf of the Georgia and Pennsylvania Sub-Classes.

84. Defendant intentionally and knowingly concealed, suppressed and/or omitted material facts including the standard, quality or grade of the Class Vehicles and the presence of the Exhaust Fume Defect installed in the Class Vehicles, which exposes drivers and occupants to noxious gases, fumes and odors and/or an associated safety hazard from same, with the intent that Plaintiffs and members of the Classes rely on Defendant's omissions. As a direct result of Defendant's fraudulent conduct, members of the Classes have suffered actual damages.

85. Defendant knew (at the time of sale or lease and thereafter) that the Class Vehicles contained Exhaust Fume Defect, concealed the defect, and never intended to repair or replace the Exhaust Fume Defect during the warranty periods. To date, Defendant has not provided Plaintiffs or members of the Classes with a repair or remedy that will eliminate Exhaust Fume Defect.

86. Defendant owed a duty to disclose the Exhaust Fume Defect and its corresponding safety hazard to Plaintiffs and members of the Classes because Defendant possessed superior and exclusive knowledge regarding the defect. Rather than disclose the defect, Defendant intentionally and knowingly concealed, suppressed and/or omitted material facts including the standard, quality or grade of the Class Vehicles and the presence of the Exhaust Fume Defect, to sell additional Class Vehicles and avoid the cost of repair or replacement.

87. The fact that the Exhaust Fume Defect exposes drivers and occupants to dangerous gases including carbon monoxide is material because Plaintiffs and members of the Classes had a reasonable expectation that the vehicles would not expose them and other vehicle occupants to such a safety hazard. No reasonable consumer expects a vehicle to be designed, manufactured and assembled such that exhaust fumes are present in the passenger compartment while driving.

88. Plaintiffs and members of the Classes would not have purchased or leased the Class Vehicles but for Defendant's omissions and concealment of material facts regarding the nature and quality of the Class Vehicles and existence of the Exhaust Fume Defect, or would have paid less for the Class Vehicles.

89. Defendant knew its concealment and suppression of material facts were false and misleading and knew the effect of concealing those material facts. Defendant knew its concealment and suppression of the Exhaust Fume Defect

would sell more Class Vehicles and would discourage Plaintiffs and members of the Classes from seeking replacement or repair of the Exhaust Fume Defect. Further, Defendant intended to induce Plaintiffs and members of the Classes into purchasing or leasing the Class Vehicles and to discourage them from seeking replacement or repair of the Exhaust Fume Defect, in order to decrease costs and increase profits.

90. Defendant acted with malice, oppression and fraud.

91. Plaintiffs and members of the Classes reasonably relied upon Defendant's knowing concealment and omissions. As a direct and proximate result of Defendant's omissions and active concealment of material facts regarding the Exhaust Fume Defect and associated safety hazard, Plaintiffs and members of the Classes have suffered actual damages in an amount to be determined at trial.

## **COUNT II**

### **Negligent Misrepresentation**

**On behalf of the Nationwide Class or, alternatively,  
on behalf of the Georgia and Pennsylvania Sub-Classes**

92. Plaintiffs incorporate and reallege each preceding paragraph as though fully set forth herein.

93. Plaintiffs bring this count on behalf of themselves and the members of the Nationwide Class or, alternatively, on behalf of the Georgia and Pennsylvania Sub-Classes.

94. Defendant owed a duty to disclose the Exhaust Fume Defect and its corresponding safety hazard to Plaintiffs and members of the Classes because Defendant possessed superior and exclusive knowledge regarding the defect and the associated risks.

95. Defendant negligently omitted material facts including the standard, quality or grade of the Class Vehicles and the presence of the Exhaust Fume Defect in the Class Vehicles. As a direct result of Defendant's negligent conduct, members of the Classes have suffered actual damages.

96. The Exhaust Fume Defect is material because Plaintiffs and members of the Classes had a reasonable expectation that the vehicles would not suffer from a defect that would expose drivers and occupants to dangerous gases including carbon monoxide. No reasonable consumer expects a vehicle to present a defect that exposes drivers and occupants such a safety hazard.

97. Plaintiffs and members of the Classes would not have purchased the Class Vehicles but for Defendant's negligent omissions of material facts regarding the nature and quality of the Class Vehicles and existence of the Exhaust Fume Defect, or would have paid less for the Class Vehicles. Plaintiffs and members of the Classes justifiably relied upon Defendant's negligent omissions of material facts.

98. As a direct and proximate result of Defendant's negligent omissions of material facts regarding the standard, quality or grade of the Class Vehicles and/or the presence of the Exhaust Fume Defect, Plaintiffs and members of the Classes have suffered an ascertainable loss and actual damages in an amount to be determined at trial.

**COUNT III**  
**Breach of Express Warranty**  
**(On behalf of the Nationwide Class or, alternatively,**  
**on behalf of the Georgia and Pennsylvania Sub-Classes)**

99. Plaintiffs incorporate and reallege each preceding paragraph as though fully set forth herein.

100. Plaintiffs bring this count on behalf of themselves and the Nationwide Class or, alternatively, on behalf of the Georgia and Pennsylvania Sub-Classes.

101. Defendant marketed the Class Vehicles as safe vehicles. Such representations formed the basis of the bargain in Plaintiffs' and members of the Classes' decisions to purchase or lease the Class Vehicles.

102. Defendant is and was at all relevant times a merchant and seller of motor vehicles within the meaning of the Uniform Commercial Code.

103. With respect to leases, Defendant is and was at all relevant times a lessor of motor vehicles within the meaning of the Uniform Commercial Code.

104. The Class Vehicles are and were at all relevant times goods within the meaning of the Uniform Commercial Code.

105. In connection with the purchase or lease of each of the Class Vehicles, Defendant provides New Vehicle Limited Warranty coverage for the Class Vehicles for 3 years or 36,000 miles which includes all components other than normal wear and maintenance items. Under the warranties provided to Plaintiffs and members of the Classes, Defendant promised to repair or replace covered components arising out of defects in materials and/or workmanship, including the Exhaust Fume Defect, at no cost to owners and lessees of the Class Vehicles and within a reasonable time. As alleged herein, Defendant breached these warranties.

106. Defendant's warranties formed a basis of the bargain that was reached when Plaintiffs and members of the Classes purchased or leased their Class Vehicles.

107. Plaintiffs and members of the Classes experienced the existence of the Exhaust Fume Defect within the warranty periods but had no knowledge of the existence of the defect and associated safety hazard, which were known and concealed by Defendant. Despite the existence of the warranties, Defendant failed to adequately inform Plaintiffs and members of the Classes that the Class Vehicles contained the Exhaust Fume Defect and failed to provide a suitable remedy or repair free of charge within a reasonable time.

108. Defendant breached the express warranty promising to repair and correct a manufacturing defect or defect in materials or workmanship of any parts it supplied.

109. On information and belief, Defendant has not suitably repaired or replaced the Exhaust Fume Defect free of charge for Plaintiffs and members of the Classes despite the existence of the defect in the Class Vehicles at the time of sale or lease.

110. Defendant was provided notice of the Exhaust Fume Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA, and through their own testing. Affording Defendant a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile here because Defendant has known of and concealed the Exhaust Fume Defect and has failed to provide a suitable repair or replacement of the Exhaust Fume Defect free of charge within a reasonable time.

111. Any attempt by Defendant to disclaim or limit recovery to the terms of the express warranties is unconscionable and unenforceable here. Specifically, Defendant's warranty limitation is unenforceable because it knowingly sold or leased a defective product without informing consumers about the defect. The limits contained in Defendant's warranty periods were also unconscionable and inadequate to protect Plaintiffs and members of the Classes. Among other things,