

- **Arbitration**

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either "binding" or "non-binding." Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator's decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

**Settlement Conferences are appropriate in any case where settlement is an option.**

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to [mscdept18@lacourt.org](mailto:mscdept18@lacourt.org).

### **Additional Information**

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs ([www.dca.ca.gov](http://www.dca.ca.gov)) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for "mediators; or "arbitrators."

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program  
3175 West 6th Street, Room 406  
Los Angeles, CA 90020-1798  
TEL: (213) 738-2621  
FAX: (213) 386-3995

1 CONSUMER LEGAL SERVICES, P.C.  
2 Christopher M. Lovasz, Esq. (SBN 303120)  
3 Vanessa M. Lee, Esq. (SBN 294332)  
4 2330 Long Beach Boulevard  
5 Long Beach, California 90806  
6 Telephone: (562) 424-3293  
7 Facsimile: (562) 595-1849

8 Attorneys for Plaintiff,  
9 COZY COLLECTIONS LLC

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

SEP 08 2017

Shari R. Carter, Executive Officer/Clerk  
By: M. Soto, Deputy  
Moses Soto

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF LOS ANGELES

12 COZY COLLECTIONS LLC, a California  
13 Limited Liability Company,

14 Plaintiff,

15 v.

16 FORD MOTOR COMPANY, a Delaware  
17 Corporation; VISTA FORD INC, d/b/a VISTA  
18 FORD LINCOLN, a California Corporation;  
19 and DOES 1 through 20, inclusive,

20 Defendants.

CASE NO.: [REDACTED]

Assigned for all purposes to:  
Dept.:

COMPLAINT FOR DAMAGES:

1. Breach of Implied Warranty of Merchantability under the Song-Beverly Warranty Act.
2. Breach of Express Warranty under the Song-Beverly Warranty Act.
3. Breach of Express Warranty under the Magnuson-Moss Warranty Act.
4. Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act.

JURY TRIAL DEMANDED

1. PLAINTIFF COZY COLLECTIONS LLC hereby alleges and complains as follows:

2. **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3. 1. Plaintiff COZY COLLECTIONS LLC (hereinafter referred to as "Plaintiff") is a  
4. California Limited Liability Company with its principal place of business in the City of  
5. Canoga Park, County of Los Angeles, in the State of California.

6. 2. Defendant FORD MOTOR COMPANY (hereinafter referred to as "Manufacturer") is  
7. a corporation doing business in the County of Los Angeles, State of California, and, at all  
8. times relevant herein, was/is engaged in the manufacture, sale, distribution, and/or importing  
9. of Ford motor vehicles and related equipment.

10. 3. Defendant VISTA FORD INC. d/b/a VISTA FORD LINCOLN (hereinafter referred  
11. to as "Seller") is a corporation doing business in the County of Los Angeles, State of  
12. California, and, at all times relevant herein, a Manufacturer-authorized agent engaged in the  
13. business of selling/leasing and servicing and repairing Manufacturer's vehicles.

14. 4. The true names and capacities, whether individual, corporate, associate, or otherwise,  
15. of the Defendants, Does 1 through 20, inclusive, are unknown to Plaintiff who therefore sues  
16. these Defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint  
17. to set forth their true names and capacities when they have ascertained them. Further,  
18. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants designated  
19. herein as a "Doe" is responsible in some manner for the events and happenings herein referred  
20. to and caused injury and damage to Plaintiff as herein alleged.

21. 5. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
22. mentioned, Defendants, and each of them, were the agents, servants, and/or employees of  
23. each of their Co-Defendants. Plaintiff is informed and believes, and thereon alleges, that in  
24.  
25.  
26.  
27.  
28.

1 doing the things hereinafter alleged Defendants, and each of them, were acting in the course  
2 and scope of their employment as such agents, servants, and/or employees, and with the  
3 permission, consent, knowledge, and/or ratification of their Co-Defendants, principals, and/or  
4 employers.

5  
6 6. Before May 13, 2016, Defendants, Manufacturer and Does 1 through 20 inclusive,  
7 manufactured and/or distributed into the stream of commerce a new **2016 Ford Explorer**,  
8 **VIN: 1FMSK7F8XC** [REDACTED] (hereinafter referred to as the "Vehicle") for its eventual  
9 sale/lease in the State of California.

10  
11 7. On or about May 13, 2016, Plaintiff leased, for personal, family, and/or household  
12 purposes, the subject Vehicle for a total consideration over the term of the lease agreement of  
13 \$77,121.35. The lease agreement is in the possession of the Defendants.

14  
15 8. The subject Vehicle was/is a "new motor vehicle" under the Song-Beverly Warranty  
16 Act.

17  
18 9. Along with the lease of the Vehicle, Plaintiff received written warranties and other  
19 express and implied warranties including, but not limited to, warranties from Manufacturer  
20 and Lessor that the Vehicle and its components would be free from all defects in material and  
21 workmanship; that the Vehicle would pass without objection in the trade under the contract  
22 description; that the Vehicle would be fit for the ordinary purposes for which it was intended;  
23 that the Vehicle would conform to the promises and affirmations of fact made; that  
24 Defendants, and each of them, would perform any repairs, alignments, adjustments, and/or  
25 replacements of any parts necessary to ensure that the Vehicle was free from any defects in  
26 material and workmanship; that Defendants, and each of them, would maintain the utility of  
27 the Vehicle for three years or 36,000 miles basic warranty, five years or 60,000 miles drive  
28

1 train warranty and would conform the Vehicle to the applicable express warranties. (A copy  
2 of the written warranty is in the possession of the Defendants).

3 10. Plaintiff has duly performed all the conditions on Plaintiff part under the lease  
4 agreement and under the express and implied warranties given to plaintiff, except insofar as  
5 the acts and/or omissions of the Defendants, and each of them, as alleged herein, prevented  
6 and/or excused such performance.  
7

8 11. Plaintiff has delivered the Vehicle to the Manufacturer's authorized service and repair  
9 facilities, agents and/or dealers, including Lessor, on several separate occasions resulting in  
10 the Vehicle being out of service by reason of repair of nonconformities. Repair  
11 Orders/Invoices are in the possession of Defendants.  
12

13 12. By way of example, and not by way of limitation, the defects, malfunctions,  
14 misadjustments, and/or nonconformities with Plaintiff's Vehicle include the following: engine  
15 malfunctions, sunroof defects, tire sensor fault light illuminations, check engine light  
16 illuminations, injector connector replacement, axle replacement, thrust washer replacement,  
17 suspension malfunctions, burning smell coming from dash vents, exhaust smell coming  
18 exhaust vents, and performed HVAC module update, among other concerns.  
19

20 13. Each time Plaintiff delivered the nonconforming Vehicle to a Manufacturer-authorized  
21 service and repair facility, Plaintiff notified Defendants, and each of them, of the defects,  
22 malfunctions, misadjustments, and/or nonconformities existent with the Vehicle and  
23 demanded that Manufacturer or its representatives repair, adjust, and/or replace any necessary  
24 parts to conform the Vehicle to the applicable warranties.  
25

26 ///

27 ///

28

1 14. Each time Plaintiff delivered the nonconforming Vehicle to a Manufacturer-authorized  
2 service and repair facility, Defendants, and each of them, represented to Plaintiff that they  
3 could and would conform the Vehicle to the applicable warranties, that in fact they did  
4 conform the Vehicle to said warranties, and that all the defects, malfunctions, misadjustments,  
5 and/or nonconformities have been repaired; however, Manufacturer or its representatives  
6 failed to conform the Vehicle to the applicable warranties because said defects, malfunctions,  
7 misadjustments, and/or nonconformities continue to exist even after a reasonable number of  
8 attempts to repair was given.  
9

10 **FIRST CAUSE OF ACTION**

11 (Breach of Implied Warranty of Merchantability under Song-Beverly Warranty Act against all  
12 Defendants)  
13

14 15. Plaintiff realleges each and every paragraph (1-14) and incorporates them by this  
15 reference as though fully set forth herein.

16 16. The distribution and lease of the Vehicle was accompanied by the Manufacturer and  
17 Lessor's implied warranty that the Vehicle was merchantable.  
18

19 17. Furthermore, Defendants, and each of them, impliedly warranted, *inter alia*, that the  
20 Vehicle would pass without objection in the trade under the contract description; that the  
21 Vehicle was fit for the ordinary purposes for which it was intended; that the Vehicle was  
22 adequately assembled; and/or that the Vehicle conformed to the promises or affirmations of  
23 fact made to Plaintiff.  
24

25 18. As evidenced by the defects, malfunctions, misadjustments, and/or nonconformities  
26 alleged herein, the Vehicle was not merchantable because it did not have the quality that a  
27 buyer would reasonably expect, because it could not pass without objection in the trade under  
28

1 the contract description; because it was not fit for the ordinary purposes for which it was  
2 intended; because it was not adequately assembled; and/or because it did not or could not be  
3 conformed to the promises or affirmations of fact made to Plaintiff.

4 19. Upon discovery of the Vehicles' nonconformities, Plaintiff took reasonable steps to  
5 notify Defendants, and each of them, within a reasonable time that the Vehicle did not have  
6 the quality that a buyer would reasonably expect and, further, justifiably revoked acceptance  
7 of the nonconforming Vehicle.  
8

9 20. As a result of the acts and/or omissions of the Defendants, and each of them, Plaintiff  
10 has sustained damage in the amount actually paid or payable under the contract, plus  
11 prejudgement interest thereon at the legal rate. Plaintiff will seek leave to amend this  
12 Complaint to set forth the exact amount thereof when that amount is ascertained.  
13

14 21. As a further result of the actions of Defendants, and each of them, Plaintiff has  
15 sustained incidental and consequential damages in an amount yet to be determined, plus  
16 interest thereon at the legal rate. Plaintiff will seek leave to amend this Complaint to set forth  
17 the exact amount of incidental damages when that amount is ascertained.  
18

19 22. As a further result of the actions of Defendants, and each of them, Plaintiff has  
20 sustained damages equal to the difference between the value of the Vehicle as accepted and  
21 the value the Vehicle would have had if it had been as warranted.  
22

23 23. As a direct result of the acts and/or omissions of Defendants, and each of them, and in  
24 pursuing Plaintiff's claim, it was necessary for Plaintiff to retain legal counsel. Pursuant to  
25 Song-Beverly, Plaintiff, in addition to other remedies, is entitled to the recovery of attorneys'  
26 fees based upon actual time expended and reasonably incurred, in connection with the  
27 commencement and prosecution of this action.  
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**SECOND CAUSE OF ACTION**

(Breach of Express Warranty under Song-Beverly Warranty Act against all Defendants)

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24. Plaintiff realleges each and every paragraph (1-23) and incorporates them by this reference as though fully set forth herein.
25. The Vehicle had defects, malfunctions, misadjustments, and/or nonconformities covered by the warranty that substantially impaired its value, use, or safety to Plaintiff.
26. Plaintiff delivered the Vehicle to Manufacturer or its authorized repair facilities for repair.
27. Defendants, and each of them, failed to service or repair the Vehicle to match the written warranty after a reasonable number of opportunities to do so.
28. The acts and/or omissions of Defendants, and each of them, in failing to perform the proper repairs, part replacements, and/or adjustments, to conform the Vehicle to the applicable express warranties constitute a breach of the express warranties that the Manufacturer provided to Plaintiff, thereby breaching Defendants' obligations under Song-Beverly.
29. Defendants, and each of them, failed to perform the necessary repairs and/or service in good and workmanlike manner. The actions taken by Defendants, and each of them, were insufficient to make the Subject Vehicle conform to the express warranties and/or proper operational characteristics of like Vehicles, all in violation of Defendants' obligations under Song-Beverly.
30. As a result of the acts and/or omissions of Defendants, and each of them, and pursuant to the provisions of the Song-Beverly, Plaintiff is entitled to replacement of the Vehicle or restitution of the amount actually paid or payable under the contract, at Plaintiff's election,

1 plus prejudgment interest thereon at the legal rate. Plaintiff will seek leave of Court to amend  
2 this Complaint to set forth the exact amount of restitution and interest, upon election, when  
3 that amount has been ascertained.

4 31. Additionally, as a result of the acts and/or omissions of Defendants, and each of them,  
5 and pursuant to Song-Beverly, Plaintiff has sustained and is entitled to consequential and  
6 incidental damages in amounts yet to be determined, plus interest thereon at the legal rate.  
7 Plaintiff will seek leave of the court to amend this complaint to set forth the exact amount of  
8 consequential and/or incidental damages, when those amounts have been ascertained.  
9

10 32. As a direct result of the acts and/or omissions of Defendants, and each of them, and in  
11 pursuing Plaintiff's claim, it was necessary for Plaintiff to retain legal counsel. Pursuant to  
12 Song-Beverly, Plaintiff, in addition to other remedies, is entitled to the recovery of her  
13 attorneys' fees based upon actual time expended and reasonably incurred, in connection with  
14 the commencement and prosecution of this action.  
15

16 **THIRD CAUSE OF ACTION**

17 (Breach of Written Warranty under Magnuson-Moss Warranty Act against all Defendants)

18 33. Plaintiff realleges each and every paragraph (1-32) and incorporates them by this  
19 reference as though fully set forth herein.  
20

21 34. Plaintiff is a "Consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter  
22 referred to as the "Warranty Act") 15 USC 2301(3).  
23

24 35. The Lessor is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15 USC  
25 2301(4), (5).  
26

27 36. The Manufacturer is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15  
28 USC 2301(4), (5).

1 37. The Vehicle is a "Consumer Product" as defined in the Warranty Act, 15 USC  
2 2301(1).  
3  
4 38. The Vehicle was manufactured, sold, and leased /purchased after July 4, 1975.  
5  
6 39. The express warranty given by the Manufacturer pertaining to the Vehicle is a  
7 "Written Warranty" as defined in the Warranty Act, 15 USC 2301(6).  
8  
9 40. The Lessor is an authorized dealership/agent of the manufacturer designated to  
10 perform repairs on Vehicles under Manufacturer's warranties.  
11  
12 41. The above-described actions (failure to repair and/or properly repair the above-  
13 mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of  
14 the written warranty by the Manufacturer and Lessor actionable under the Warranty Act, 15  
15 USC 2310(d)(1), (2).  
16  
17 42. As a direct result of the Manufacturer and/or Lessor's acts and/or omissions, Plaintiff  
18 has suffered damages as set forth herein. Therefore, Plaintiff is entitled to a judgment and the  
19 following relief against all Defendants: (1) A declaration that acceptance has been properly  
20 revoked by Plaintiff and for damages incurred in revoking acceptance; (2) A refund of the  
21 lease price paid by Plaintiff for the Vehicle; (3) Cancellation of Plaintiff's lease agreement  
22 and payment in full of the balance of same; (4) Consequential, incidental, and actual damages  
23 to be proved at trial; (5) Costs and expenses including actual attorneys' fees reasonably  
24 incurred; (6) Prejudgment interest at the legal rate; and (7) Such other relief the Court deems  
25 appropriate.  
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28 ///

**FOURTH CAUSE OF ACTION**

(Breach of Implied Warranty under Magnuson-Moss Warranty Act against all Defendants)

43. Plaintiff realleges each and every paragraph (1-42) and incorporates them by this reference as though fully set forth herein.

44. The above-described actions on the part of the Lessor constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1), (2).

45. As a direct result of the Lessor's acts and/or omissions, Plaintiff has suffered damages as set forth herein. Therefore, Plaintiff is entitled to judgment against all Defendants declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance, for a refund of the lease price paid by Plaintiff for the Vehicle, for cancellation of Plaintiff's lease agreement and for payment in full by Defendants and all of them on the balance of the lease contract, for consequential, incidental, and actual damages, for costs, prejudgment interest at the legal rate, for actual attorneys' fees reasonably incurred, and such other relief the Court deems appropriate.

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1 WHEREFORE, Plaintiff prays for judgment against all Defendants, and each of them, as follows:

- 2 A. For replacement or restitution, at Plaintiff's election, according to proof;
- 3 B. For incidental damages, according to proof;
- 4 C. For consequential damages, according to proof;
- 5 D. For a civil penalty as provided in Song-Beverly, in an amount not to exceed two times
- 6 the amount of Plaintiff's actual damages;
- 7
- 8 E. For actual attorney's fees, reasonably incurred;
- 9 F. For costs of suit and expenses, according to proof;
- 10 G. For the difference between the value of the Vehicle as accepted and the value the
- 11 Vehicle would have had if it had been as warranted;
- 12
- 13 H. For remedies provided in Chapters 6 and 7 of Division 2 of the Commercial Code;
- 14 I. For pre-judgment interest at the legal rate;
- 15 J. Such other relief the Court deems appropriate.
- 16
- 17
- 18

19 Date: 9/20/17

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

By: 

Christopher M. Lovasz, Esq.  
Vanessa M. Lee, Esq.  
Attorneys for Plaintiff,  
COZY COLLECTIONS LLC

# TOWN OF AUBURN

**Glatfelter Claims Management, Inc.**

P.O. Box 5126 • York, Pennsylvania 17405-5126  
(717) 741-6911 • (800) 233-1957 • Fax (717) 747-7051 • CA License # 1D89886  
Administering claims on behalf of American Alternative Insurance Corporation



OGC LI  
Product Claims

September 15, 2017

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

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT  
SEP 24 2017  
OFFICE OF THE  
GENERAL COUNSEL

SEP 25 2017

RE: Claim Number: [REDACTED]  
Insured: Town Of Auburn  
V.I.N. 1FM5K8AR3H0 [REDACTED]  
Vehicle: 2017 Ford Explorer Interceptor  
D/L: 08/02/2017  
Amount of Claim: \$5,898.03

Glatfelter Claims Management, Inc. is handling this matter on behalf of American Alternative Insurance Corporation. Our investigation indicates that your organization may responsible for this occurrence.

On the above captioned date Officer Lombardi was operating the above captioned vehicle, lost consciousness and was involved in a motor vehicle accident. Officer Lombardi was found to have ingested high levels of carbon monoxide. Ford employees inspected the above captioned vehicle on August 03, 2017 and reportedly made modifications to the vehicle due concerns that carbon monoxide leaked into the cab of the vehicle. This was conducted at the Auburn Police Department.

Enclosed please find the documentation for the damages to the subject vehicle caused the carbon monoxide issue. Please issue payment in the amount of \$5,898.03 made payable to Glatfelter Claims Management, Inc PO Box 5126 York PA 17405.

If you have any questions, do not hesitate to contact this office.

Sincerely,

Craig Brozina  
Subrogation Supervisor  
Extension 7659  
E-Mail: cbrozina@glatfelters.com



→ Direction  = Vehicle 1  = Vehicle 2  = Pedestrian  = Bicycle  
 1 ← 2 → 3 → 4

**Crash Diagram:**

AUBURN ST  
 STOPPED AT SIGN  
 OXFORD ST NORTH  
 ST JOES CHURCH  
 DRIVEWAY  
 WITNESS VEHICLE

**If Crash Did Not Occur on a Public Way:**  
 Off-Street Parking Lot  
 Garage  
 Handicapped Letter  
 Other Private Way

← Arrow

**Crash Narrative:**

vehicle #1 was travelling westbound on Auburn Street, stopped at the stop sign at the intersection of Oxford Street North. Vehicle #2 was travelling westbound on Auburn Street, slowing behind vehicle #1. Operator of vehicle #2 lost consciousness, vehicle suddenly accelerated colliding with vehicle #1. Following initial impact, vehicle #2 continued through intersection into parking lot as operator regained consciousness. Interior of vehicle #2, when tested, showed a measurable level of carbon monoxide. Operator of vehicle #2 also tested and found to have a measurable level of carbon monoxide.

**Witnesses:**

Name	Address	Phone #	Statement
[REDACTED]	416 OXFORD ST N AUBURN MA 0150	[REDACTED]	

**Property Damage:**

Owner (Last,First,Initial)	Address	Phone #	43-Type	Description of Damaged Property

**Truck and Bus Information:** Registration # \_\_\_\_\_ (From Vehicle Section)

Carrier Name \_\_\_\_\_ Bus Use  42  
 Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_  
 US DOT # \_\_\_\_\_ State Number \_\_\_\_\_ (Using State) \_\_\_\_\_ MCMSUCC # \_\_\_\_\_  
 Interaxle  43 Cargo Body Type Code  44 GVWR/GCWR  45  
 Trailer Reg # \_\_\_\_\_ Reg Type \_\_\_\_\_ Reg State \_\_\_\_\_ Reg Year \_\_\_\_\_ Trailer Length  46  
 Hazard Information:  
 Hazard  47 Material 1 digit #  48 Material Name \_\_\_\_\_ Material 4 digit # \_\_\_\_\_ Police code  49

Sergeant Kenneth A Charlton *[Signature]* 45KC Auburn Police Department 01/03/2017  
 Police Officer Name (Please Print) Signature ID/Badge # Department District/Section Date

Ref: 

*Auburn Police Department  
Traffic Crash Reconstruction Report  
Narrative for Officer Jason P. Miglionico*

*Synopsis of Pre-Crash Collision*

1. On Wednesday August 2, 2017 at approximately 1057 hours, Officer Paul Lombardi of the Auburn Police Department was operating a 2017 Ford Explorer Utility Police Interceptor bearing Massachusetts Registration SHYJ90 in a westerly direction on Auburn Street approaching the intersection of Oxford Street North. As Officer Lombardi approached the intersection Nancy Aucoin of 22 Oak Street, Auburn, Massachusetts was also in the westbound lane on Auburn Street ahead of Officer Lombardi's vehicle stopped at the stop sign located at the intersection in her 2017 Ford Fusion bearing Massachusetts Registration 2XV396. It was at this point that Officer Lombardi impacted the driver's side rear quarter of the 2016 Ford Fusion with the passenger front quarter of the 2017 Ford Explorer and continued across the intersection coming to final rest in the parking lot of the Saint Joe's Rectory. The 2016 Ford Fusion came to final rest in the northbound lane of Oxford Street North a short distance from the impact area. As a result of the crash both operators were transported to UMass Hospital with minor injuries.

2. Auburn Street and Oxford Street North are both deemed public ways in the town of Auburn and are maintained by the Auburn Highway Department. Auburn Street in the area of the crash would best be described as a two-lane roadway in each direction which runs east and west. Auburn Street intersects with Oxford Street North and the westbound traffic on Auburn Street is controlled by a stop-sign which is located approximately 3' off the westbound shoulder of Auburn Street and approximately 16' from Oxford Street North. The stop-sign is clearly visible to westbound traffic with no obstructions noted. A stop-bar also runs across the westbound lane. There is also a double-solid yellow line that runs down the center of Auburn Street that separates the east and westbound lanes. At the intersection there is also a crosswalk that runs across both the east and westbound lanes of Auburn Street. This crosswalk is approximately 11' in width. The westbound lane of Auburn Street is approximately 18' in width from center-line to fog-line. The eastbound lane is approximately 25'. The overall width of the roadway is approximately 63'. There are also fog-lines that run along both the east and westbound lanes. On the eastbound shoulder there is a sidewalk that is approximately 5' in width that runs along the eastbound shoulder of Auburn Street and continues along the northbound side of Oxford Street North. The speed limit on Auburn Street is a posted 30 mph zone. The roadway consists of bituminous asphalt aggregate. There was no constructions or other impediments to traffic observed in the area.

3. Oxford Street North in the area of the crash is a two-lane roadway that runs north and south. There is a double-solid yellow line that separates both the north and southbound lanes. There is also a fog-line located on both sides of the roadway. There are also two crosswalks located on the road that run across the north and southbound lanes. These crosswalks are approximately 7' in width. The first crosswalk is located at the intersection of Oxford Street North and Auburn Street. The second crosswalk is approximately 71' south which is also approximately 7' in width. There is a stop-sign located on the northbound side of Oxford Street North which controls the northbound traffic. The northbound lane is approximately 11' in width and southbound lane is also approximately 11'. The overall width of the roadway is approximately 35'. There are sidewalks that run along both sides of the road that are approximately 5' in width. There is also a stop-bar that runs across the northbound lane just prior to the intersection. The speed limit on Oxford Street North is 35 mph zone. The

Ref: [REDACTED]

roadway consists of bituminous asphalt aggregate. There was no constructions or other impediments to traffic observed in the area.

4. The weather at the time of the crash was hot and humid with temperatures in the low 90 degree range. At the time of the crash and throughout this investigation the surface was dry with no precipitation in the air.

5. From evidence presented at the scene and through speaking with first responders Officer Paul Lombardi was travelling westbound on Auburn Street approaching the intersection of Oxford Street North when his vehicle accelerated rapidly and impacted the driver's side rear quarter of the 2017 Fusion which was stopped at the intersection waiting to turn right onto Oxford Street North. After impact the Ford Explorer (Police Interceptor) continued to travel across both the north and southbound lanes of Oxford Street North as it traveled another 130' before coming to final rest in the rectory parking lot facing in a westerly direction. Due to the impact a small debris field was created that spread approximately 25' in length and 4' in width which consisted of red and white lenses from the driver's side rear tail-light assembly of the 2016 Ford Fusion. Officer Matthew Laskes who was parked across the street in the parking lot of the Saint Josephs Rectory witnessed the crash and provided the following written statement:

On August 2nd, 2017 I, Officer Matthew Laskes, was assigned to the 7am-3pm shift for the Auburn Police Department.

At 10:57am, I was sitting in my assigned cruiser in a parking lot at the St. Josephs Rectory (area of 68 Central Street) and monitoring traffic at the 4 way intersection. I observed a black unmarked police car traveling west (towards me) on Auburn Street as it approached the stop sign. During this time I observed I vehicle in front of it, later identified as Ma 2XY396 (Ford Fusion), stopped at the stop sign and it appeared to be turning right, north, onto Oxford Street North. Simultaneously, the Ford Fusion began to enter traffic onto Oxford Street North while the police car decelerated as it approached from behind. The police car suddenly accelerated, striking the Ford Fusion in the left rear quarter while continuing to accelerate through the intersection and towards me into the parking lot. The police car then quickly changed its direction of travel when it entered the parking lot and it stopped a short distance from my position. I recognized the license plate of the police car as being assigned to Officer Paul Lombardi and I began to verbally attempt to make contact with him, but with no response. At this time his window was still in the up position and I could not clearly see into the car due to the tint on the window. I then observed the silhouette of the driver grab his head with both hands and I continued to attempt to make verbal contact with Officer Lombardi. He then rolled the window down and stated... "I just passed out, I think I just hit a car". Officer Lombardi appeared confused (looking around, speech appeared slower than normal, difficulty answering questions and his complexion was pale). Once I confirmed that he was stable, I then left the area in an attempt to locate the other car that was involved as it had traveled out of my view.

I then located the Ford Fusion a short distance away which was parked on the side of Oxford Street North. The operator, later identified through her Massachusetts Driver's License as Nancy Aucoin, was holding the back of her head but she was declining medical attention at that time. Mrs. Aucoin stated that she did not see what type of vehicle hit her or where it had gone. I then informed her of what happened and I asked her to move her vehicle from the busy roadway to the parking lot where Officer Lombardi was located. I then safely assisted her in doing that and I returned back to the parking lot as well. I continued to check on both drivers who remained within their vehicles until the arrival of the other officers and the fire department.

6. On the same day of the crash at approximately 1600 hours, I went to Fuller's Automotive where the 2017 Ford

Ref: [REDACTED]

Explorer (Police Interceptor) was being held in order to do a vehicle inspection and a CDR (Crash Data Retrieval) Investigation. During my inspection I observed the vehicle to have minimal contact damage to the passenger's lower front quarter of the vehicle. I also observed there to be minimal contact damage to the passenger's front fender. The vehicle also had a passing inspection sticker that was issued November of 2016. Photographs of the vehicle were also taken with a digital camera. Research also indicated that the latest recall dated on the Explorer Police Interceptor and published by NHTSA was on 7/7/2017 which was due to a problem with the mid/rear assembly.

7. When conducting the CDR (Crash Data Retrieval) Investigation I used the CDR Tool manufactured by Bosch which was equipped with Software Version 17.4. During my investigation I was able to connect directly to the DLC (Data Link Connector) which is located underneath the dashboard to the left of the steering column. Using the correct adapter and cable I connected to the DLC. As I connected the cable to the adapter which was connected to the DLC I observed the green light illuminate on the CDR Tool indicating that there was power. I then turned the key to auxiliary and entered the proper information into the required fields of the program. Once all the fields were completed I was able to image the data from the EDR (Event Data Recorder) within the ACM (Airbag Control Module). Moments later the CDR Report indicated the following in the *CDR File Information: Event(s) recovered-None*. This information indicated that there was no data stored in the EDR in regard to this particular crash. In the Data Limitations of this CDR Report it states the following: *1. Non deployment trigger event is an event in which EDR recording trigger threshold is met or exceeded (minimum of 5 mph(8kph)Accumulated Delta Velocity within 150ms interval), but no device(s) have deployed. The data from such event can be overwritten by subsequent events.*

8. On 8/3/2017 at 1300 hours, I went to Dizenzo's Tow yard where the 2016 Ford Fusion was being stored in order to complete a vehicle inspection and a CDR (Crash Data Retrieval ) Investigation. During my inspection I observed the vehicle to have moderate contact damage to the driver's side rear bumper in the area of the taillight assembly. I also observed the trunk of the vehicle to have sustained minimal induced damage. I observed the same minimal induced damage to the driver's side rear quarter. The inspection on the vehicle indicated that it passed inspection on August of 2016.

9. When conducting the CDR (Crash Data Retrieval) Investigation I used the CDR Tool manufactured by Bosh which was equipped with Software Version 17.4. During my investigation I was able to connect directly to the DLC (Data Link Connector) which is located underneath the dashboard to the left of the steering column. Using the correct adapter and cable I connected to the DLC. As I connected the cable to the adapter which was connected to the DLC I observed the green light illuminate on the CDR Tool indicating that there was power. I then turned the key to auxiliary and entered the proper information into the required fields of the program. Once all the fields were completed I was able to image the data from the EDR (Event Data Recorder) within the ACM (Airbag Control Module). Moments later the CDR Report indicated the following in the *CDR File Information: Event(s) recovered-None*. This information indicated that there was no data stored in the EDR in regard to this particular crash. In the Data Limitations of this CDR Report it states the following: *1. Non deployment trigger event is an event in which EDR recording trigger threshold is met or exceeded (minimum of 5 mph(8kph)Accumulated Delta Velocity within 150ms interval), but no device(s) have deployed. The data from such event can be overwritten by subsequent events.*

Ref: [REDACTED]Crash Analysis

10. On Wednesday August 2, 2017 at approximately 1530 hours, I was contacted by Lt. Lemon of the Auburn Police Department who informed me that Officer Lombardi had been involved in a cruiser crash and he wanted the crash investigated. I then responded to the Auburn Police Department.

11. Once at the police station I met with Lt. Todd Lemon and he informed me of the circumstances surrounding the crash. He informed me that Officer Lombardi was travelling on Auburn Street approaching the intersection of Oxford Street North when he rear-ended a vehicle that was stopped at the intersection ahead of him. I was also advised by Lt. Lemon that Officer Lombardi had passed out and taken to the hospital where they found a measurable level of carbon monoxide in his system. He also advised me that there was a measurable amount of carbon monoxide within the cruiser that was tested by the Auburn Fire Department following the crash. Lt. Lemon informed me that Officer Lombardi had stated that the last thing that he remembered was passing by the bank on Auburn Street.

12. On the same day I went to the scene of the crash. At this point the scene had been cleared of the vehicles involved. The only physical evidence I observed at the crash scene was shattered lenses that were white and red. This debris was scattered from stop-bar located at the end of Auburn Street into the northbound lane of Oxford Street North. As mentioned previously this debris field was approximately 25' in length and 4' in width. Photographs were also taken of the scene.

13. On August 3, 2017 I obtained a copy of the preliminary crash report that Sergeant Kenneth Charlton completed. In his report narrative he states the following: "*Vehicle #1 was travelling westbound on Auburn Street, stopped at the stop sign at the intersection of Oxford Street North. Vehicle #2 was travelling westbound on Auburn Street, slowing behind vehicle #1. Operator of vehicle #2 lost consciousness, vehicle suddenly accelerated colliding with vehicle #1. Following initial impact, vehicle #2 continued through intersection into parking lot as operator regained consciousness. Interior of vehicle #2, when tested, showed a measurable level of carbon monoxide. Operator of vehicle #2 also tested and found to have a measurable level of carbon monoxide.*" Refer to Accident Number 17-246-AC.

14. On August 2, 2017 after the crash occurred personnel from the Auburn Fire Department began testing all of the cruisers that were Ford Explorers (Police Interceptor). Through this testing a number of cruisers tested a measurable amount of carbon monoxide within the cabin area of the cruisers. Based on the circumstances of the crash and the results of the testing a number of cruisers were pulled from the fleet.

15. On August 3, 2017 at approximately 0900 hours a meeting was held at the Auburn Police Department in regard to the issues that were discovered with the cruisers. This meeting was made up of three Ford Engineers, a Ford Manager, Auburn Police Department Command Staff, Chief Coleman of the Auburn Fire Department, town engineer, town manager, assistant town manager and myself. During this meeting Chief Coleman presented a document that was produced by Michael A. Berardi who is listed as Director, Service Engineering Operations, Ford Customer Service Division for Ford. This document was dated July 28, 2017. The document under the subject title stated: *Advance Notice-Customer Satisfaction Program 17B25, Certain 2013-2017 Model Year Police Interceptor Utility Vehicles Exhaust Odor and Carbon Monoxide Complaints*

Re: 

Under the title of AFFECTED VEHICLES: Vehicle:Police Interceptor Utility Model year 2013-2017 Assembly Plant Chicago Build Dates August 25, 2011 through present day.

Under the title REASON FOR THIS PROGRAM the following is stated:

*"Today, Ford Motor Company is taking action to address the concerns of the first responders driving Ford Police Interceptor Utility vehicles. Drivers of regular, non-police Ford Explorers have no reason to be concerned".*

*"While there have been reports of exhaust odors in some regular Explorers, those instances are unrelated to reports of carbon monoxide described by some police departments. If a vehicle has such an odor, customers should bring it to a Ford dealer to address that issue".*

*"Ford's investigation into this issue is ongoing. However, the company has discovered holes and unsealed spaces in the back of some Police Interceptor Utilities that had police equipment installed after leaving Ford's factory".*

*"When a police or fire department routinely install customized emergency lighting, radios and other equipment, they have to drill wiring access holes into the rear of the vehicle. If the holes are not properly sealed, it creates an opening where exhaust could enter the cabin".*

Refer to the attached document for a complete report.

16. On August 3, 2017 at approximately 1100 hours, Sgt. Starkus and I processed the crash scene with an Ultralyte LR Impulse laser, which is manufactured by Laser Technology Inc. on November 3, 2010. This unit was connected to a TDS Recon handheld computer that is equipped with PocketZone software. I set this equipment up in the southbound side of Oxford Street North just south of the crash scene and began shooting various points while Sgt. Starkus held the prism pole. Once all the data was collected and saved in the TDS Recon computer, it was downloaded into Crash Zone, a computer drawing program. I was then able to develop a scale diagram of the crash scene. Upon visual inspection of the roadway, I did not observe any defects in the roadway.

17. The drag-factor is a value measuring the friction of the roadway, which is used in various formulae to determine speeds. The factor is a value (or ratio) obtained by dividing the force (parallel to a highway or other surface required to move the vehicle at a constant speed over the surface regardless of the surface grade, super-elevation or braking efficiency) by the weight of the vehicle. The drag-factor of this particular crash was determined to be .75. This was determined by using the average drag-factor of this particular surface.

18. In order to calculate a impact speed for the 2017 Ford Explorer (Police Interceptor) I will be using a In-Line Momentum Equation. This particular equation consists of weights of both vehicles (2017 Ford Explorer (Police Interceptor 4310Lbs. Curb Weight) and the 2017 Ford Fusion (3615Lbs Curb Weight). It will also consist of post-speeds and braking efficiency. Based on the fact that both vehicles do not record non-deployment events unless there is a change of velocity of 5mph or greater I will be calculating the speeds based on a Delta-V of 3.35mph on the Explorer and 4.0mph on the Taurus. Previously in this report I cited information from the Data of Limitations in regard to the Crash Data Retrieval Report(I. Non deployment trigger event is an event in which EDR recording trigger threshold is met or exceeded (minimum of 5 mph(8kph)Accumulated Delta

Ref: 

Velocity within 150ms interval), but no device(s) have deployed. The data from such event can be overwritten by subsequent events.) This is why I am using the following numbers in order to reconstruct the crash.

19. When calculating the impact speed of the Ford Explorer Police Interceptor I used the following In-Line Momentum Equation:

$$\begin{aligned} (W1 \times V1) + (W2 \times V2) &= (W1 \times V3) + (W2 \times V4) \\ (4310.0000 \times V1) + (3615.0000 \times 0.0000) &= (4310.0000 \times 17.6600) + (3615.0000) \\ (4310.0000 \times V1) + (0.0000) &= 76114.6000 + 14460.0000 \\ (4310.0000 \times V1) &= 90574.6000 - 0.0000 \\ (4310.0000 \times V1) &= 90574.6000 \end{aligned}$$

$$V1 = \frac{90574.6000}{4310.0000} \quad V1 = 21.01 \text{mph (This indicates the impact speed of the Explorer into the Fusion)}$$

Weight of Vehicle 1 (Explorer): 4310.0000

After Impact speed of Vehicle 1 (Explorer): 17.6600

Weight of Vehicle 2 (Taurus): 3615.0000

Impact Speed of Vehicle 2: 0.0000

After Impact Speed of Vehicle 2: 4.000

20. When calculating the Delta-V of the Ford Explorer Police Interceptor I used the following Delta-V Equation:

$$\begin{aligned} /V1 \text{ sq.} + V3 \text{ sq.} - (2 \times V1 \times V3 \times \text{Cos } B) \\ /21.0100 \text{sq.} + 17.6600 \text{sq.} - (2 \times 21.0100 \times 17.6600 \times 1.00) \\ /441.4201 + 311.8756 - 742.0732 \\ /753.2957 - 742.0732 \\ /11.2225 \end{aligned}$$

**3.35 (This indicates the change of velocity of the Explorer due to the impact)**

21. When calculating the Delta-V of the 2017 Ford Taurus I used the following Delta-V Equation. This Equation was the same used to calculate the Delta-V on the Explorer.

$$\begin{aligned} /V2 \text{sq.} + V4 \text{sq.} - (2 \times V2 \times V4 \times \text{Cos } B) \\ /0.0000 \text{sq.} + 4.0000 \text{sq.} - (2 \times 0.0000 \times 4.0000 \times 1.0000) \\ /0.0000 + 16.0000 - 0.0000 \\ /16.0000 - 0.0000 \\ /16.0000 \end{aligned}$$

**4.0000 (This indicates the change of velocity the Fusion experienced due to the impact of the crash).**

Ref: Conclusion

22. Based on the above understanding that all the facts and circumstances of this crash are not or may not be known, the facts and conclusions presented in this report are based on my training and experience and therefore should be considered within scientific certainty.

23. The operator of the 2017 Ford Explorer Utility Police Interceptor, Officer Paul Lombardi operated his vehicle in a normal manner well within the posted speed limit of 30 mph as he approached the intersection of Auburn Street and Oxford Street North. As Nancy Accoin was stopped at the intersection preparing to turn right Officer Paul Lombardi suddenly accelerated impacting the driver's side rear of the 2016 Ford Fusion with the front passenger's side of the explorer. The impact speed was calculated to be 21.01 mph. The explorer continued to travel across both the north and southbound lanes of Oxford Street North before coming to final rest in the parking lot of the St. Joseph's Church Rectory facing in a westerly direction. The Fusion came to final rest in the northbound lane of Oxford Street North facing in a northern direction. Officer Matthew Laskes who witnessed the crash and was the first one on scene indicated the following in regard to Officer Lombardi's demeanor: *I then observed the silhouette of the driver grab his head with both hands and I continued to attempt to make verbal contact with Officer Lombardi. He then rolled the window down and stated... "I just passed out, I think I just hit a car". Officer Lombardi appeared confused (looking around, speech appeared slower than normal, difficulty answering questions and his complexion was pale).* During the preliminary investigation based on the signs and symptoms that Officer Lombardi was displaying, his cruiser was tested for carbon monoxide which indicated a measurable amount within the cabin area. Officer Lombardi who was transported to the hospital also tested positive with a measurable amount of carbon monoxide in his system. Based on the manner of operation that Officer Laskes observed as well as the observations of Officer Lombardi's demeanor along with a measurable amount of carbon monoxide within the cabin area of the cruiser and in Officer Lombardi's system my investigation concludes that this was a strong possibility as to why Officer Paul Lombardi lost control of his vehicle at the time it impacted the 2016 Ford Fusion due to a medical episode which could have been caused by the carbon monoxide.

24. Evidence at the scene indicates that there were no other vehicles involved in the crash besides the two mentioned in this report. Evidence also indicates that the road design was not a contributing factor in the crash.

*Officer Jason P. Miglionico  
Accident Reconstructionist  
Auburn Police Department  
CEMLEC Accident Reconstruction Team  
jason.miglionico@auburnmasspolice.org*


SUPPLEMENTAL NARRATIVE FOR PATROLMAN JASON MIGLIONICO

Ref: [REDACTED]

For Date: 08/02/2017 - Wednesday

Call Number	Time	Call Reason	Action	Priority	Duplicate
17-12655	1057	Phone - EMU- MVA, Para. Injury	Report Taken	1	
Call Taker:		87MM - MacLean, Maureen			
Primary Id:		4SKC - Charlton, Kenneth			
Location/Address:		1AUB 795] ST JOSEPH CHURCH - 194 OXFORD STREET NO			
Jurisdiction:		Auburn			
Party Entered By:		08/02/2017 1112 87MM - MacLean, Maureen			
Involved Party:		AUCCIN, NANCY K @ 22 OAK ST - AUBURN, MA 01501-1627			
Home Phone:		508-832-3394			
SSN:		022407195 DOB: 05/26/1949 Race: W Sex: F			
ID:		38PL - Lombardi, Paul			
Disp:		10:58:29 Arvd-11:02:54 Clrd-11:46:59			
ID:		43JK - Kelleher, John			
Disp:		10:58:35 Arvd-11:02:44 Clrd-11:46:57			
ID:		72ML - LasKes, Matthew			
Disp:		11:00:22 Arvd-11:00:25 Clrd-11:34:48			
EMS Unit:		EA1-Ambulance 1			
Disp:		11:01:33 Enrt-11:01:42 Arvd-11:04:47 Clrd-11:19:59			
Fire Unit:		11:27:56 ClrHosp-12:04:02 InOrtsUnavl-12:04:02 InSrvce-12:04:02			
Disp:		EM03-Pumper-Engine 3			
Disp:		11:02:16 Enrt-11:02:19 Arvd-11:03:52 Clrd-11:46:52			
EMS Unit:		InQrtsUnavl-11:46:52 InSrvce-11:46:52			
Disp:		EA2-Ambulance 2			
Disp:		11:09:33 Enrt-11:10:04 Arvd-11:12:33 Clrd-11:18:41			
Fire Unit:		11:26:00 ClrHosp-11:46:31 InOrtsUnavl-11:46:31 InSrvce-11:46:31			
Cleared By:		110EB - Martinsen, Elizabeth			
Fire Unit:		DZO-Other 1-DIRENZO TOWING			
Disp:		11:18:52 Arvd-11:45:35 Clrd-11:49:37			
ID:		InQrtsUnavl-11:47:13 InSrvce-11:47:13			
Disp:		10:57:00 Arvd-11:02:00 Clrd-11:47:00			
Vehicle Entered By:		08/02/2017 1111 87MM - MacLean, Maureen			
Modified By:		08/02/2017 1151 87MM - MacLean, Maureen			
Vehicle:		GRV 2016 FORD 4D FUSION Reg: PAN MA 2XV396 VIN: 1FA8P0H18GR165500			
Towed:		for: Accident By: DIRENZO TOWING To: DIRENZO TOWING			
Operator:		AUCCIN, NANCY K @ 22 OAK ST - AUBURN, MA 01501-1627			
Owner:		SSN: 022407195 DOB: 05/26/1949 Race: W Sex: F OLN: MA 865144066			
Insurance Co:		AUCCIN, NANCY K @ 22 OAK ST - AUBURN, MA 01501-1627			
Policy No:		COMMERCE INSURANCE			
Vehicle Entered By:		08/02/2017 1152 87MM - MacLean, Maureen			
Modified By:		08/02/2017 1215 87MM - MacLean, Maureen			
Vehicle:		BLK 2017 FORD UT EXPLORER Reg: PAN MA SHY390			
Towed:		for: Accident By: DIRENZO TOWING To: Fullers Automotive			
Operator:		LOMBARDI, PAUL PASQUALE @ 416 OXFORD STREET NO - AUBURN, MA 01501			
Owner:		SSN: 020642842 DOB: 11/23/1967 Race: W Sex: M OLN: MA 800400169			
Insurance Co:		TOWN OF AUBURN @ 416 OXFORD STREET NO - AUBURN, MA 01501			
Policy No:					
Narrative:		08/02/2017 1110 MacLean, Maureen			
Modified By:		08/02/2017 1203 MacLean, Maureen			
Narrative:		#18 REQUESTING SUPERVISOR TO ST. JOSEPHS CHURCH. #45. 42. 1			
Modified By:		RESPONDING. EA NOTIFIED (VIA CO 1 TONE) (PER CHIEF) AMB1			
Narrative:		RESPONDING. E3 ASSISTING. #72 ASSISTING. MA REG#			
Modified By:		2XV396 (RECORD CHECK: AUCCIN, NANCY DOB 05/26/49). E1			
Narrative:		REQUESTING AMB2 DISPATCHED TO LOCATION (11:09) -ARRIVAL 11:12.			
Narrative:		08/02/2017 1115 Martinsen, Elizabeth			
Modified By:		08/02/2017 1208 MacLean, Maureen			
Narrative:		1114 EA2 TRANSPORTING ONE BLK TO ST. VINCENT (MA REG#			
Modified By:		2XV396).			
Narrative:		11:18 DIRENZO'S NOTIFIED FOR (2) TOWS.			
Modified By:		11:20 AMB1 TRANSPORTING TO U-MASS (FD EXPLORER). #43 TO			
Narrative:		FOLLOW EA			
Modified By:		11:45 #45 ADVISES DIRENZO'S HAS BOTH VEH'S (MA REG# 2XV396			
Narrative:		WENT TO DIRENZO'S). CAR 20 TOWED TO FULLERS (SECURED IN THE			
Modified By:		FULLERS LOT BY #71-11:58).			

FD HAD CO READING OF 13 FOR CAR 20  
#45 TO TAKE A REPORT

Refer To Accident: 

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE

**GLATFELTER  
PUBLIC  
PRACTICE**

Glatfelter Claims Management, Inc.  
P.O. Box 5128  
York, PA 17405  
(800) 233-1057

80-200  
315

CHECK NO. [REDACTED]

CHECK DATE 8/24/2017

Val: 90 days after this date

M & T Bank  
Allentown, PA

CLAIM NUMBER	POLICY NUMBER	PAYEE TAXPAYER ID	POLICY DATES	
[REDACTED]	[REDACTED]	[REDACTED]	7/01/2017 - 7/01/2018	
BRALEY & WELLINGTON INSURANCE INC		TOWN OF AUBURN	TOWN OF AUBURN	8/02/2017

PAY: Four thousand eight hundred ninety eight and 03/100 Dollars

TO THE  
ORDER OF TOWN OF AUBURN  
104 CENTRAL STREET  
AUBURN MA 01501

ADDITIONAL SECURITY FEATURES  
INCLUDES A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING



PAY TO THE ORDER OF  
 TD BANKNORTH  
 FOR DEPOSIT ONLY  
 TOWN OF AUBURN  
 TREASURER'S DEPOSITORY  
 8249065672



**THIS CHECK ALSO SHOWS THE FOLLOWING SECURITY FEATURES**

- 1. Watermark
- 2. Color Shift Ink
- 3. Microprint
- 4. Security Thread
- 5. UV Ink
- 6. Security Features



08/22/2017

Glatfelter Claims Management  
PO Box 5126  
York, PA 17405

**Regarding:**

Your Insured: Town of Auburn  
Your Claimant: None Reported  
Your Claim: [REDACTED]  
Date of Loss: 08/02/2017  
Our File #: [REDACTED]

Attention: Timothy Donohue

**Assignment:** This assignment was received on 08/17/2017 with a request to perform a damage survey on the insured apparatus. We were also assigned to gather info regarding the Carbon Monoxide reported to be the cause of the loss.

**Coverage:** ACV with a \$1,000.00 deductible feature.

**Activity:** I made immediate contact with the insured set an appointment for inspection.

**Inspection:** I traveled to Auburn Police Department on 08/22/2017 and made inspection. As my photos will show, the insured vehicle is a 2017 Ford Explorer Police Interceptor. I noted damages to the front end fitting the loss description. I noted all visual obvious damages. The insured will not answer any questions or provide any info regarding the carbon monoxide at this time as they are conducting an ongoing investigation at this time.

**Scope:** The scope of this survey was purely visual with photo documentation. This survey was conducted using the systematic approach method.

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**Damage Survey:** After gathering all the necessary prices and information, I have completed this damage survey for all visual and obvious damages. I negotiated an agreed price with the insured's repair facility, Auburn Auto Body Works.

**Evaluation:** This vehicle is not approaching agreed value, and for this reason, I have not performed an evaluation.

**Betterment / Depreciation:** Not applicable to this assignment.

**Underwriting:** No obvious underwriting considerations were observed at the time of my inspection.

**Recovery:** The insured will cooperate at some point but cannot provide any information regarding their report of Carbon Monoxide causing this loss. It may be possible to recover if a responsible party is found. We cannot complete this portion of our assignment until the insured is willing to provide information.

**Towing & Recovery:** None provided to the undersigned.

**Conclusion:** In conclusion, based on my inspection, this appears to be a collision to the front of the insured vehicle. I prepared my damage survey and negotiated an agreed price to repair the vehicle with the insured's chosen repairer.

We cannot complete gathering information regarding the report of Carbon Monoxide until the insured is willing to discuss the details of the event, disclose more information about the vehicle history, what Ford has done, the problems found and the outcome.

Please review my damage survey and consider payment as you see fit.

At this time, I am closing this file and will do nothing further unless advised to do so by your company. Please call with any questions you may have.

Respectfully Submitted,

Robert Forster Jr., Fire Apparatus Specialist

Massachusetts Lic#014535

---

# FORSTER ASSOCIATES LLC

ROBERT FORSTER  
FORSTER ASSOCIATES LLC  
PO BOX 926  
EAST LYME, CT 06333  
Business Phone: 1-800-675-0441  
RFORSTERJR@ATLANTICBB.NET

## Visual Damage Report

App #607, ID: [REDACTED]

TOWN OF  
AUBURN POLICE  
INTERCEPTOR

**Owner:** Town Of Auburn / 416 OXFORD STREET / AUBURN, MA / Business Phone 2: 508-622-9724  
**Veh. Info:** 2017 Ford Explorer Police Interceptor 4 Door Utility AWD 3.7L 6 Cyl Gas Injected G1Point of Impact  
 Front, License: [REDACTED] State:MA, Miles In: 10793.0, VIN#: 1FM5K8AR3HC [REDACTED]  
**Ins. Comp.:** GLATFELTER CLAIMS  
**Adjuster:** TIMOTHY DONOHUE  
**Other Info:** Claim Number: [REDACTED] 8/17/2017 / 8/21/2017 / Loss Date: 8/2/2017

Description	Part #	Price	Qty	Labor	Paint	Other
<b>FRONT BUMPER</b>						
Replace FRT BUMPER COVER	ORDER FROM DEALER	\$473.13	1	Included	2.8 hrs.	
1.1hrs. Clearcoat						1.1 hrs.
Overhaul FRT BUMPER COVER ASSY				3.8 Body hrs.		
Replace FRT BUMPER VALANCE PANEL	FB5Z 17D957 AA	\$179.95	1	Included		
R&I FRT BUMPER COVER				Included		
Replace FRT LWR BUMPER VALANCE PANEL	FB5Z 17626 BA	\$301.35	1	Included		
Replace R FRT BUMPER TOW HOOK COVER	FB5Z 17A900 AA	\$51.35	1		0.3 hrs.	
0.1hrs. Clearcoat						0.1 hrs.
Replace R FRT BUMPER GRILLE	FB5Z 17B968 BA	\$113.82	1	Included		
Replace FRT BUMPER IMPACT ABSORBER	FB5Z 17C882 C	\$131.22	1	Included		
Replace FRT BUMPER RIVET	* W702852 S300	\$0.44	8			
Replace R FRT BUMPER MOULDING	FB5Z 17626 CA	\$56.53	1	Included		
Replace R FRT BUMPER REINFORCEMENT	FB5Z 17E814 A	\$14.23	1	Included		
R&I FRT BUMPER LICENSE PLATE BRACKET	FB5Z 17A385 AA			0.2 Body hrs.		
R&I FRT CTR BUMPER GRILLE	FB5Z 17K945 AA			0.3 Body hrs.		
Refinish FRT TOW HOOK COVER						0.3 hrs.
0.1hrs. Clearcoat						0.1 hrs.
<b>GRILLE</b>						
Replace GRILLE ASSEMBLY	FB5Z 8200 GB	\$517.85	1	0.4 Body hrs.		
R&I UPR GRILLE REINFORCEMENT	FB5Z 8A284 AA			0.3 Body hrs.		
Replace GRILLE CLIP	* W705436 S300	\$4.83	4			
Replace GRILLE CLIP	* W709367 S439	\$2.13	4			
<b>FRONT LAMPS</b>						
Replace R FRT COMBINATION LAMP	FB5Z 13008 L	\$1,008.43	1	1.1 Body hrs.		
Check/Adjust HEADLAMPS				0.4 Body hrs.		
Replace R FRT COMBINATION LAMP	FB5Z 15A455 B	\$42.18	1	0.2 Body hrs.		

# FORSTER ASSOCIATES LLC

ROBERT FORSTER  
FORSTER ASSOCIATES LLC  
PO BOX 928  
EAST LYME, CT 06333  
Business Phone: 1-800-675-0441  
RFORSTERJR@ATLANTICBB.NET

## Visual Damage Report

App #607, ID [REDACTED]

TOWN OF  
AUBURN POLICE  
INTERCEPTOR

<b>LAMP BRACKET</b>			
R&I R FRONT COMBINATION LAMP			0.3 Body hrs.
Replace L FRT COMBINATION LAMP	FB5Z 13008 U	\$1,008.43	1 1.1 Body hrs.
<b>LENS SCRATCH</b>			
<b>HOOD</b>			
Repair HOOD PANEL	FB5Z 16612 A		0.5 Body hrs. 2.7 hrs.
1.1hrs. Clearcoat			1.1 hrs.
<b>FRONT FENDER</b>			
R&I R FENDER LINER	FB5Z 16102 E		0.4 Body hrs.
Replace R FENDER WHEEL OPENING MLDG	FB5Z 16038 AB	\$94.65	1 0.4 Body hrs.
Replace R FENDER CLIP	* W706092 S300	\$1.39	3
Replace R FENDER CLIP	* W716076 S300	\$2.65	3
Repair R FENDER PANEL	FB5Z 16005 A		1.0 Body hrs. 2.0 hrs.
0.8hrs. Clearcoat			0.8 hrs.
Repair L FENDER PANEL	FB5Z 16006 A		0.5 Body hrs.
<b>BUFF</b>			
<b>WHEEL</b>			
R&I WHEEL	DG1Z 1015 A		0.3 Body hrs.
<b>FRONT SUSPENSION</b>			
Align FRONT SUSPENSION -M			1.6 Mechanical hrs.
<b>WINDSHIELD</b>			
Replace WSHIELD WASHER RESERVOIR	FB5Z 17618 B	\$71.93	1 0.7 Body hrs.
<b>R&amp;I R&amp;I GRILL LED LAMPS</b>			
			2.0 Electrical hrs.
Other COVER EXTERIOR		\$20.00	1 0.8 Body hrs.
Refinish COLOR TINT			1.0 hrs.
0.4hrs. Clearcoat			0.4 hrs.
Other COLOR SAND AND BUFF			1.5 Body hrs.
Other BUMPER FLEX ADDATIVE		\$35.00	1
Other CLEAN AND PREP FOR DELIVEY		\$30.00	1 1.0 Body hrs.

**FORSTER  
ASSOCIATES LLC**

ROBERT FORSTER  
FORSTER ASSOCIATES LLC  
PO BOX 926  
EAST LYME, CT 06333  
Business Phone: 1-800-675-0441  
RFORSTERJR@ATLANTICBB.NET

**Visual Damage Report**

App #607, ID [REDACTED]

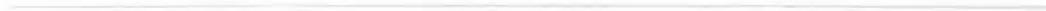
TOWN OF  
AUBURN POLICE  
INTERCEPTOR

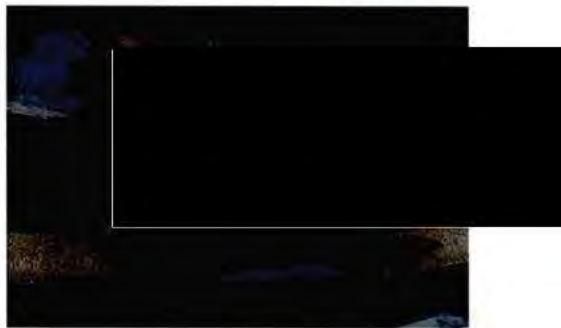
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**Totals**

Type	Hours	Rate/hr	Total	Taxable
OEM Parts			\$4,108.53	
Other Parts			\$85.00	
Body Labor	15.2	\$40.00	\$608.00	
Paint Labor	12.7	\$40.00	\$508.00	
Mechanical Labor	1.6	\$40.00	\$64.00	
Electrical Labor	2.0	\$40.00	\$80.00	
Paint Supplies	12.7	\$35.00	\$444.50	
Nontaxable Amount			\$5,898.03	
Grand Total			\$5,898.03	
Net Total			\$5,898.03	

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# COPY Invoice

Date: [REDACTED]  
 Invoice No: [REDACTED]  
 Customer ID: Auburn Police

To: Auburn Police Department  
 Attn: Sergeant Ken Charlton  
 416 Oxford Street  
 N Auburn, MA 01501

Salesperson: Michael Chase

Contract: GBPC I BAPERN

QTY	Item #	Description	Unit Price	Line Total
3 00	K8A	2017 Ford Police Interceptor Utility	\$ 26 609 00	\$ 79,827 00
	G1	Exterior Color: Shadow Black	\$	-
		VIN 1FM9K8AR4H [REDACTED]	\$	-
		VIN 1FM9K8AR3H [REDACTED]	\$	-
		VIN 1FM9K8AR5H [REDACTED]	\$	-
			\$	-
3 00	17T	Cargo Dome Lamp Red/White	\$ 47 50	\$ 142 50
3 00	43D	Dark Car Feature	\$ 19 00	\$ 57 00
3 00	51Y	Driver Side Spot Lamp	\$ 204 25	\$ 612 75
3 00	549	Power Heated Mirrors	\$ 57 00	\$ 171 00
3 00	65L	18" Full Face Wheel Covers	\$ 57 00	\$ 171 00
3 00	76R	Reverse Sensing System	\$ 261 25	\$ 783 75
3 00	88P	Front Headlamp Housing	\$ 118 75	\$ 356 25
3 00	87R	Rear View Mirror with Rear Camera	\$	\$
			\$	\$

Please remit payment to:

Colonial Ford, Inc. dba Colonial Municipal Group  
 40 Holman Road  
 Plymouth, MA 02360

Vehicle Subtotal \$82,121.25  
 Uplift Subtotal \$0.00  
 Grand Total \$82,121.25

Thank you for choosing the Colonial Way!

Duggan Vehicle Equipment, LLC DVE  
 9 Canterbury Street  
 Worcester, MA 01610  
 (774)244-0202  
 sales@dveigns.com



**INVOICE**

**BILL TO**  
 Auburn Police Department  
 418 Oxford Street North  
 Auburn, MA 01501 USA

**INVOICE #** [REDACTED]  
**DATE** 11/04/2016  
**DUE DATE** 12/04/2016  
**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
Unmarked Cruiser w/Cage			
Fleet Key	1	150.00	150.00
Fleet Key			
Tint Packages 2 Front Window Tint	1	200.00	200.00
Window tint on two front windows			
Vent Shades	1	75.00	75.00
Vent Shades			
MDASHPRE	2	190.00	380.00
Nova Strobe Proemplex Dash Light			
LED Lightwads:ICNB	4	95.00	380.00
Whelen ION LED Color Blue (grille)			
LED Lightwads:ICNB	2	100.00	200.00
Whelen ION LED Color Blue (headlights)			
LNFX15DA	1	55.00	55.00
Universal Headlight Restler			
IQS4LFZ	1	730.00	730.00
Ford Explorer, 2011+ Police Interceptor Utility, 2013-2015, Ten 3-LED Lamps, Upper Front Two Piece Unit, Individual Driver and Passenger Side Units, with Two LED Flashing/Tale-Covers			
LED Lightwads:ICNB	6	95.00	570.00
Whelen ION LED Color Blue (on rear hatch/window)			
IONBET2	1	50.00	50.00
Rear Hatch Mounting Brackets for 6 IONS for Interceptor SUV			
LED Lightwads:ICNB	2	95.00	190.00
Whelen ION LED Color Blue (in rear 1/4 glass)			
DUTENB	2	57.00	114.00
Star Signal MicroStar LED surface mount light On Hatch Inside			
LED Hide a way:VYX0090	2	72.00	144.00
Whelen Vertex LED hide a way color - Clear (in reverse lights)			
LED Hide a way:VYX009R	2	72.00	144.00
Whelen Vertex LED HAW Color Red (in tail lights)			
Prisoner Partitions:Passenger 1/2 sliding Polycarbonate Window Passenger Transport Particel SUV INT	1	608.00	608.00
Passenger 1/2 sliding polycarbonate window			
54702UNT13	1	1,196.00	1,196.00
Charcoal Gray ABS, Standard Transprt Seat (straight back) w/ * Poly. Window Cargo Barrier & Seat Mount. Kit			
WB91NPP116	1	234.00	234.00
Pair, Steel Window Barrier (for use with O.E.M. door panels only)			



TR MA

KIMMEL & SILVERMAN  
 ISAAC TIBB KIMMEL  
 (Western PA Office)  
 (New Jersey Office)  
 (Delaware Office)  
 (New York Office)  
 (Buffalo, NY Office)  
 (Pittsburgh, PA Office)  
 (Allentown, PA Office)  
 (Scranton, PA Office)  
 (Lancaster, PA Office)  
 (Lebanon, PA Office)  
 (Reading, PA Office)  
 (Easton, PA Office)  
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 (York, PA Office)  
 (Carlisle, PA Office)  
 (Harrisburg, PA Office)  
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 (Gettysburg, PA Office)  
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 (Canton, PA Office)  
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 (Jonestown, PA Office)  
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 (San Antonio, PA Office)  
 (Austin, PA Office)  
 (Dallas, PA Office)  
 (Houston, PA Office)



1-800-1-EMON LAW  
 www.1emonlaw.com

CORPORATE HEADQUARTERS  
 38 E. Butler Pike  
 Allentown, PA 18103  
 P (215) 545-8888  
 F (215) 545-8817

WESTERN PA OFFICE: 180 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 366-1001, F (412) 560-1002  
 NEW JERSEY OFFICE: Executive Centers, 1670 E. Madison Pike, Suite 020, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7341  
 DELAWARE OFFICE: 9-1 Silverdale Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-1476  
 CONNECTICUT OFFICE: 124 Main Street, Suite 204, Danbury, CT 06230, P (802) 866-4300, F (860) 263-6819  
 NEW YORK OFFICE: 1014 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 716-7543, F (212) 617-2515  
 BUFFALO, NY OFFICE: 1207 Delaware Avenue, Suite 410, Buffalo, NY 14209, P (716) 332-5112, F (716) 863-6888

JACQUELINE C. HERRITT  
 ANDREW A. BAKER  
 AMY K. TRUCIOLO  
 MARY L. WANDERSON OBERG  
 M. CHRISTOPHER FROSTENBERG  
 ROSE L. CRESWELL  
 BRANDON E. BERLIN  
 CHLOE F. QUINN  
 EVAN OTTOLENGHI  
 RICHARD R. MALL  
 MARILEE A. REYNOLDS  
 EMERY C. HOSKINS  
 RICHARD J. ALANIZ  
 KAREN E. KIBBLE

September 26, 2017

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

OGC Lit  
 Consumer Claims

Re: [Redacted]  
 VIN: 1FM5K8D83HG [Redacted]

SEP 27 2017

Dear Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2017 Ford Explorer. I am enclosing the sales documents. As you can see, my client has returned to the dealership for problems with the vehicle. **Please note the vehicle is currently at the dealership and has been there since August 25<sup>th</sup>.**

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

I look forward to hearing from you.

Very truly yours,  
  
 Jacqueline C. Herritt

JCH/as  
 Attachments



**FIRST FORD**  
 292 WILLIAM S. GANNING BLVD.  
 FALL RIVER, MA 02721  
 (508) 730-1000

34718

BOUGHT TO: [REDACTED]  
 ADDRESS: [REDACTED]  
 MARSTONS HILLS, MA

YEAR	MAKE	MODEL	TRAVEL USED	VEHICLE IDENTIFICATION NO.
2017	FORD	EXPLORER	NEW	1F0SK8D83RA [REDACTED]

DEALER: JOHN TON, AVON, MA  
 INSURANCE COVERAGE INCLUDES:  
 BODILY INJURY  
 THEFT  
 FIRE  
 COMPREHENSIVE  
 COLLISION  
 GAP  
 RENTAL CAR  
 TOWING  
 SERVICE TIES  
 TRAILER TOWING  
 POWER WINDOWS  
 POWER LOCKS  
 POWER MIRRORS  
 POWER SEAT  
 CRUISE CONTROL  
 STEERING WHEEL CONTROLS  
 KEYLESS ENTRY  
 SUNROOF  
 MIRROR MEMORY  
 TRAILER TOWING  
 SERVICE TIES  
 TRAILER TOWING

DESCRIPTION	PRICE
SALES TAX	1391.36
STATE FEES	175.00
OPTIONAL EQUIPMENT	395.00
<b>TOTAL CASH PRICE</b>	<b>6951.25</b>
<b>TOTAL TIME PRICE</b>	<b>87100.00</b>
DEPOSIT	2000.00
TRADE PAYOFF	32041.30
USED CAR ALLOWANCE PROGRAM	14000.00
FINCHARGE	2500.00
72 MONTH	58641.92
<b>TOTAL</b>	<b>92100.00</b>

ODOMETER READING: 24 MILES

FIDELITY PLATINUM SERVICE  
 TERM: 72 MONTHS DEDUCTIBLE: \$100.00 MILES: 72000

YEAR	MAKE	MODEL	TRAVEL USED	VEHICLE IDENTIFICATION NO.
2015	FORD	F-150	NEW	1FADP5B17E [REDACTED]
2009	HONDA	SANITARI	NEW	9NHSR73E49 [REDACTED]
YEAR	40	COLOR	WHITE	15756 40 BLACK 26119

DATE	INVOICE NO.	BOOK NO.
08/19/2016	10173	17154
1000	1200	2000
DESCRIPTION	PRICE	SALE
EXPLORER	54600.00	199.00
EXPLORER	595.00	
EXPLORER	399.00	
EXPLORER	1790.00	
SALES TAX		1391.36
STATE FEES		175.00
OPTIONAL EQUIPMENT		395.00
<b>TOTAL CASH PRICE</b>	<b>6951.25</b>	
<b>TOTAL TIME PRICE</b>	<b>87100.00</b>	
DEPOSIT		2000.00
TRADE PAYOFF		32041.30
USED CAR ALLOWANCE PROGRAM		14000.00
FINCHARGE		2500.00
72 MONTH		58641.92
<b>TOTAL</b>	<b>92100.00</b>	

Always Bring Your  
 Finance Reserve  
 to Car Here For  
 Factory Authorized  
 Service

DEALER 81453

RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE

STE# P5153

Dealer Number: Contract Number:

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address)
MARSTON'S HILLS, MA 0	R/A	FIRST FORD 292 WILLIAM S. CANNING BLVD FALL RIVER, MA 02723

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2017	FORD EYPYPER	1FMEU3DP36G	Personal, family, or household unless otherwise indicated below. <input type="checkbox"/> business <input checked="" type="checkbox"/> N/A <input type="checkbox"/> agriculture <input type="checkbox"/> N/A

TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment.
5.99%	\$ 12549.22	\$ 5609.70	\$ 68641.92	\$ 13458.68
				\$ 82100.50

Your Payment Schedule Will Be:		
Number of Payments	Amount of Payments	When Payments Are Due
72	953.36	Monthly beginning 10/19/16
N/A	N/A	N/A

GrAs Follows: N/A

**Late Charge:** If payment is not received in full within 15 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. The charge will not exceed \$5 if you bought the vehicle primarily for personal, family, or household use.

**Prepayment:** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest:** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required payment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED	
1. Cash Price (including \$ 1392.38 sales tax)	\$ 66792.38 (1)
2. Total Downpayment	
Trade-in (Make) (Year) (Model)	
2005 HYUNDAI SANTA FE	\$ 41000.00
Gross Trade-in Allowance	\$ 37041.22
Less Pay Off Made By Seller	\$ 898.68
Equal Net Trade-in	\$ 38042.54
+ Cash	\$ 2500.00
+ Other: <u>REBATE</u>	\$ 2500.00
(1) Total downpayment is additive, enter "2" and see 4) below	\$ 13458.68 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 53333.70 (3)
4. Other Charges including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts)	
A. Cost of Optional Credit Insurance	
Bills to Insurance Companies or Finance Co.	

**Insurance:** You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest is checked below.

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

Check the insurance you want and sign below:

**Optional Credit Insurance**

Credit Life  Buyer  Co-Buyer  Both  
 Credit Accident and Health  Buyer  Co-Buyer  Both  
 Credit Involuntary Unemployment Insurance  
 Buyer  Co-Buyer  Both

Priority: N/A

Credit Life \$ N/A  
 Credit Accident and Health \$ N/A  
 Credit Involuntary Unemployment Insurance \$ N/A

Insurance Company Name: N/A

**Vehicle Title Address:** N/A

Credit life insurance, credit accident and health insurance, and credit involuntary unemployment insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance, credit accident and health insurance, and credit involuntary unemployment insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost if you choose this insurance. The cost is shown in item 4) of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on the contract if you make late payments. Credit accident and health insurance does not cover any increase in your payments or in the number of payments. Coverage for credit life insurance, credit accident and health insurance, and credit involuntary unemployment insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

**YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE, CREDIT LIFE INSURANCE, AND CREDIT ACCIDENT AND HEALTH INSURANCE AND CREDIT INVOLUNTARY UNEMPLOYMENT INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED**

MARSTONS HILLS, MA

292 WILLIAM S. CANNING BLVD  
FALL RIVER, MA 02721

You, the Buyer (and Co-Buyer, if applicable), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

Year/Make	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
2017	2017	FORD EXPLORER	1F8SK8D83K	<input type="checkbox"/> Personal, family, or household unless otherwise indicated below <input type="checkbox"/> Business <input type="checkbox"/> Agricultural <input type="checkbox"/> N/A

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
5.89%	\$ 12549.22	\$ 51092.75	\$ 88641.92	\$ 13456.58 to \$ 82100.50

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	953.36	Monthly beginning 10/19/16
N/A	N/A	N/A

Or As Follows: N/A

**Late Charge:** If payment is not received in full within 15 days after it due, you will pay a late charge of 5% of the part of the payment that is late. The charge will not exceed \$5 if you bought the vehicle primarily for personal, family, or household use.  
**Prepayment:** If you pay off all your debt early, you will not have to pay a penalty.  
**Security Interest:** You are giving a security interest in the vehicle being purchased.  
**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including \$ 1333.38 sales tax) \$ 66792.38 (1)

2. Total Downpayment -

Trade-In Allowance	\$ 4100.00
Less Pay Off Made By Seller	\$ 3204.32
Equity Not Trade In	\$ 8958.68
+ Cash	\$ 2060.00
- Other REGATE	\$ 2500.00
<b>Total</b>	<b>\$ 13456.58</b> (2)

(1) Total downpayment is negative, enter "0" and see 4) below

3. Unpaid Balance of Cash Price (1 minus 2) \$ 53335.80 (3)

4. Other Charges including Amounts Paid to Others on Your Behalf:

(Seller may keep part of these amounts):

A. Cost of Optional Credit Insurance Paid to Insurance Company or Companies:

Life	\$	N/A
Accident and Health	\$	N/A
Voluntary Unemployment Insurance	\$	N/A

B. Voluntary Single Interest Insurance Paid to Insurance Company: \$ N/A

C. Other Optional Insurance Paid to Insurance Company or Companies: \$ N/A

D. Dealer's State Contract: \$ N/A

E. Finance Charge Paid to Government Financing:

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Voluntary Single Interest is required is checked below.  
If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

**Optional Credit Insurance**

Credit Life  Buyer  Co-Buyer  Both  
 Credit Accident and Health  Buyer  Co-Buyer  Both  
 Credit Voluntary Unemployment Insurance  Buyer  Co-Buyer  Both

Premium: N/A  
 Credit Life \$ N/A  
 Credit Accident and Health \$ N/A  
 Credit Voluntary Unemployment Insurance \$ N/A

Young Office Address: N/A

Credit life insurance, credit accident and health insurance, and credit voluntary unemployment insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance, credit accident and health insurance, and credit voluntary unemployment insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose the insurance, the cost is shown in Item 4B of the itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on the contract if you make late payments. Credit accident and health insurance does not cover any business in your payment or if the number of payments, coverage for credit life insurance, credit accident and health insurance, and credit voluntary unemployment insurance ends on the original due date for the last payment (unless a different term for the insurance is shown below).

**YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE, CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE AND CREDIT VOLUNTARY UNEMPLOYMENT INSURANCE. INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE.**

**Other Optional Insurance**

N/A N/A

Type of Insurance: N/A Term  
 Premium \$: N/A  
 Insurance Company Name: N/A  
 Dealer Office Address: N/A

To: <u>N/A</u>	For: <u>N/A</u>	\$	<u>N/A</u>
To: <u>N/A</u>	For: <u>N/A</u>	\$	<u>N/A</u>
F Government Taxes Not Included in Cash Price			
G Government License and/or Registration Fees			
LIC/REG		\$	100.00
H Government Certificate of Title Fees			
		\$	75.00
I Down Charges (Buyer must identify who is paid and describe purchase)			
To: <u>N/A</u>	For: <u>Pror. Credit on Lease Balance</u>	\$	<u>N/A</u>
To: <u>FIRST FORD</u>	For: <u>TIRE &amp; WHEEL</u>	\$	399.00
To: <u>FIRST FORD</u>	For: <u>DOCUMENTARY FEE</u>	\$	395.00
To: <u>FIDELITY PLA</u>	For: <u>SERVICE CONTRACT</u>	\$	1790.00
To: <u>N/A</u>	For: <u>N/A</u>	\$	<u>N/A</u>
To: <u>N/A</u>	For: <u>N/A</u>	\$	<u>N/A</u>
To: <u>N/A</u>	For: <u>N/A</u>	\$	<u>N/A</u>
To: <u>N/A</u>	For: <u>N/A</u>	\$	<u>N/A</u>
To: <u>N/A</u>	For: <u>N/A</u>	\$	<u>N/A</u>
To: <u>N/A</u>	For: <u>N/A</u>	\$	<u>N/A</u>
Total Other Charges and Amounts Paid to Others on Your Behalf		\$	2759.00 (4)
S Amount Financed (3 x 4)		\$	56092.70 (5)

N/A

Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

Other personal insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above:

N/A N/A Date

Buyer Signature

N/A N/A Date

Co-Buyer Signature

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

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

OPTIONAL GAP CONTRACT: A gap contract (debit valuation contract) is not required to obtain credit and will not be provided unless you check below a no-charge to pay the extra charge. If you check to buy a gap contract, the charge is shown in item 43 of the itemization of Amount Financed. See your gap contract for details of the terms and conditions it provides. It is part of this contract.

Term N/A Year N/A Name of Gap Contract \_\_\_\_\_

I want to buy a gap contract.

Buyer Sign  N/A

VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance): If this preceding box is checked, the Creditor makes VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is split shown in item 43 of the itemization of Amount Financed. The coverage is for the initial term of the contract.

Returned Check Charge: You agree to pay a charge of \$ 10. if any check you give to us is dishonored.

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

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

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the terms of the agreement between you and the Seller. Any change to this contract must be in writing and signed by both you and the Seller. Buyer Signs \_\_\_\_\_ Co-Buyer Signs  N/A

If any part of the contract is not valid, all other parts stay in full force. We may delay or refuse to enforce any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others. See back for other important agreements.

NOTICE TO THE BUYER: 1. Do not sign this contract if any of the spaces intended for the agreed terms to the extent of then available information are left blank. 2. You are entitled to an exact copy of the contract you signed. 3. Under the law, you have the following rights, among others: (a) to pay off in advance the full amount due and to obtain a partial refund of the finance charge; (b) to redeem the property if repossessed for a default; (c) to require, under certain conditions, a resale of the property if repossessed.

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

Buyer Signs  \_\_\_\_\_ Date 09/19/16 Co-Buyer Signs  N/A Date N/A

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

Other owner signs  N/A Address N/A

Seller signs TD AUTO FINANCE, LLC Date 09/19/16 by  \_\_\_\_\_ Title \_\_\_\_\_

Seller assigns its interest in this contract to TD AUTO FINANCE, LLC (Accepted under the terms of Seller's agreement with Assignee)



09/29/2017

To: KIMMEL & SILVERMAN

Re: [REDACTED] # 1FM5K8083H [REDACTED]

Account #: [REDACTED]

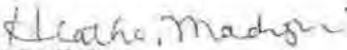
To Whom It May Concern,

Per your request, this is the payoff amount for the above referenced loan is good through end of the business day of 10/13/2017.

Current Principal Balance	<u>\$46,617.78</u>
Interest Due	<u>\$188.57</u>
Total Amount Due	<u>\$46,706.35</u>
Per Diem	<u>\$5.09</u>

Upon receipt of a full pay-off, Wings Financial Credit Union agrees to release its lien on the above referenced loan. Please call our title department at (952) 997-8000 or (800) 692-2274 ext. 8149 with any questions concerning this payoff or fax us at 952-997-8236. Payoff should be mailed to the following address:  
Wings Financial Credit Union, 14985 Glacier Avenue, Suite 100, Apple Valley, MN 55124.

Sincerely,

  
Heather Madigan  
Title Rep

\*\*The information furnished is provided at your request for a possible payment in full of this loan. The figures provided are subject to change on 10/14/2017. Please call for an updated payoff.

# Wings Loan History



MAISTON ABLE S BA

Account

Account Type 32

Account Type Description 32-A1 TO NEW

Transaction Date	Transaction Description	Transaction Amount	Transaction Type	Balance	Interest	Balance
09/15/17	09/09/17 FL*	Maintenance	9903			
09/15/17	09/09/17 RP85	Loan Payment	9903			
09/07/17	09/02/17 FL@	Maintenance	9903	5346.51		548,517.72
09/07/17	09/02/17 FL*	Maintenance	9903			
09/07/17	09/02/17 FL*	Maintenance	9903			
09/07/17	09/02/17 RP85	Principal Payment	9903	50.01		548,792.21
09/07/17	09/02/17 RP85	Loan Payment	9903	5346.10		548,792.21
09/07/17	09/02/17 P 85	MISCELLANEOUS DISB	9990	(548.53)		547,050.94
09/07/17	09/02/17 FL@	Maintenance	9903			
09/07/17	09/02/17 FL*	Maintenance	9903			
09/07/17	09/02/17 RP85	Loan Payment	9903	5346.11		547,054.41
09/07/17	09/02/17 FL@	Maintenance	9903			
09/07/17	09/02/17 FL*	Maintenance	9903			
09/07/17	09/02/17 FL*	Maintenance	9903			
09/07/17	09/02/17 RP85	Principal Payment	9903	50.01		547,276.14
09/07/17	09/02/17 RP85	Loan Payment	9903	5346.10		547,276.15
09/07/17	09/02/17 P 85	MISCELLANEOUS DISB	9990	(547.02)		547,546.40
07/07/17	07/02/17 FL@	Maintenance	9903			
07/07/17	07/02/17 FL*	Maintenance	9903			
07/07/17	07/02/17 RP85	Loan Payment	9903	5346.11		547,499.56
07/07/17	07/02/17 FL@	Maintenance	9903			
07/07/17	07/02/17 FL*	Maintenance	9903			
07/07/17	07/02/17 FL*	Maintenance	9903			
07/07/17	07/02/17 RP85	Principal Payment	9903	50.01		547,772.41
07/07/17	07/02/17 RP85	Loan Payment	9903	5346.10		547,772.42
07/07/17	07/02/17 P 85	MISCELLANEOUS DISB	9990	(547.50)		549,024.19
06/07/17	06/02/17 FL@	Maintenance	9903			
06/07/17	06/02/17 FL*	Maintenance	9903			
06/07/17	06/02/17 RP85	Loan Payment	9903	5346.11		547,576.68
06/07/17	06/02/17 FL@	Maintenance	9903			
06/07/17	06/02/17 FL*	Maintenance	9903			
06/07/17	06/02/17 FL*	Maintenance	9903			
06/07/17	06/02/17 RP85	Principal Payment	9903	50.01		548,240.01
06/07/17	06/02/17 RP85	Loan Payment	9903	5346.10		548,249.02
06/07/17	06/02/17 P 85	MISCELLANEOUS DISB	9990	(547.97)		548,506.02
05/07/17	05/02/17 FL@	Maintenance	9903			
05/07/17	05/02/17 FL*	Maintenance	9903			
05/07/17	05/02/17 RP85	Loan Payment	9903	5346.11		548,457.05
05/07/17	05/02/17 FL@	Maintenance	9903			
05/07/17	05/02/17 P 85	MISCELLANEOUS DISB	9990	(548.14)		548,675.46
04/29/17	04/23/17 FL@	Maintenance	9991			
04/29/17	04/23/17 FG	Flag Set	1122			
04/29/17	04/23/17 LN15	New Loan Deb	1802	(548,278.26)		548,627.34
04/29/17	04/23/17 LN85	New Loan Deb	1802	(5399.89)		5348.00
04/29/17	04/23/17 FL S	Maintenance	1802			
04/29/17	04/23/17 FL S	Maintenance	1802			
04/29/17	04/23/17 FL S	Maintenance	1802			
04/29/17	04/23/17 FL S	Maintenance	1802			
04/29/17	04/23/17 FL S	Maintenance	1802			
04/29/17	04/23/17 FL S	Maintenance	1802			
04/29/17	04/23/17 FL S	Maintenance	1802			
04/29/17	04/23/17 FL S	Maintenance	1802			
04/29/17	04/23/17 FL S	Maintenance	1802			
04/29/17	04/23/17 FL S	Maintenance	1802			
04/29/17	04/23/17 FG S	Flag Set	1802			



**FIRST FORD**  
 292 WILLIAM S. CANNING BLVD.  
 FALL RIVER, MA 02721  
 (508) 730-1000

3478

SEND TO

ADDRESS

MARSTONS HILLS, MA

YEAR	MAKE	MODEL	TRAYOR	VEHICLE IDENTIFICATION NO.
2017	FORD	EXPLORER	NEW	1FMSK8083
SALESMAN JOHN F. FORAGAN				
INSURANCE COVERAGE INCLUDES				
<input type="checkbox"/> THEFT & THEFT <input type="checkbox"/> PINK LEADERSHIP <input type="checkbox"/> ADDITIONAL DAMAGE				
DISCOUNT	DATE	DESCRIPTION	PRICE	
ODOMETER READING: 24 MILES				
FIDELITY PLATINUM SERVICE PLAN: 72 MONTH DEDUCTIBLE: \$100.00 MILES: 7000				
YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NO.	
2015	FORD	F-150	1FADP5012H	
2009	HUMMER	SANITARY	5NMSH71E49	
MOON COVER	40	WRITTY	336	40 BLACK 26739

DATE	INVOICE NO.	STOCK NO.
07/19/2016	1	ES153
1000	1200	2000
SALESMAN NUMBER	240	
DESCRIPTION	SALE	
PROTECTION	6460.00	
WELON	199.00	
	595.00	
1700 & 3000	199.00	
7705.177 75	1790.00	
SALES TAX	139.36	
STATE FEES	175.00	
DOCUMENTARY	395.00	
<b>TOTAL CASH PRICE</b>	<b>6955.36</b>	
<b>TOTAL TIME PRICE</b>	<b>82100.80</b>	
DEPOSIT	2000.00	
TRADE PAYOFF	72941.30	
2000 CAR ALLOWANCE	14000.00	
PAYMENTS	2500.00	
72 MONTH	58641.42	
<b>TOTAL</b>	<b>82100.80</b>	

Always Bring Your  
 FINANCE RESERV  
 to Car Here For  
 Factory Authorized  
 Service

DEALER 82452  
STKR F3153

**RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE**

Dealer Number: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Buyer Name and Address (Including County and Zip Code) [REDACTED] MARSTON HILLS, MA	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) FIRST FORD 292 WILLIAM S. CARNTINE BLVD FALL RIVER, MA 02721
----------------------------------------------------------------------------------------------	---------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in the contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used NEW	Year 2017	Make and Model FORD EXPLORER	Vehicle Identification Number 1FMSR8R92 [REDACTED]	Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below. <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A
-----------------	--------------	------------------------------------	-------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$13458.68
5.83%	\$ 12549.22	\$ 56091.70	\$ 68641.32	\$ 82190.50

Your Payment Schedule Will Be:			
Number of Payments	Amount of Payments	When Payments Are Due	When Payments Are Due
72	953.26	Monthly beginning	10/19/16
N/A	N/A	N/A	N/A

Or As Follows: N/A

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of 3% of the cost of the payment that is late. The charge will not exceed \$5 if you bought the vehicle primarily for personal, family, or household use.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required notation in full below the schedule 3 date and security interest.

ITEMIZATION OF AMOUNT FINANCED	
1. Cash Price (including \$ 1392.35 sales tax)	\$ 56792.38 (1)
2. Total Downpayment =	
Trade-in	2015 FORD C-MAX
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ 41000.00
Less Pay Off Made By Seller	\$ (2741.32)
Equals Net Trade In	\$ 38558.68
+ Cash	\$ 2900.00
+ Other REBATE	\$ 2500.00
(If total downpayment is negative, enter "0" and see 4. below)	\$ 13458.68 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 53333.70 (3)
4. Other Charges including Amounts Paid to Others on Your Behalf	

(Seller may keep part of these amounts):  
A. Cost of Optional Credit Insurance  
B. In-Store Financing Administration

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest is checked below.

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

Check the insurance you want and sign below:

**Optional Credit Insurance**

Credit Life  Buyer  Co-Buyer  Both  
 Credit Accident and Health  Buyer  Co-Buyer  Both  
 Credit Involuntary Unemployment Insurance  
 Buyer  Co-Buyer  Both

Premium: N/A  
 Credit Life \$ N/A  
 Credit Accident and Health \$ N/A  
 Credit Involuntary Unemployment Insurance \$

Insurance Company Name

**Home Office Address**

Credit life insurance, credit accident and health insurance, and credit involuntary unemployment insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance, credit accident and health insurance, and credit involuntary unemployment insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. These insurances may not pay all you owe on this contract if you make late payments. Credit accident and health insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance, credit accident and health insurance, and credit involuntary unemployment insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

**YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE, INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE AND CREDIT INVOLUNTARY UNEMPLOYMENT INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED**

MARSTONS MILLS, [REDACTED]

292 WILLIAM S. CARWING BLVD  
FALL RIVER, MA 02721

you, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NU	2017	FORD EXPLORER	1FMSK8D83HC [REDACTED]	<input type="checkbox"/> Personal, Family, or Household unless otherwise indicated below <input type="checkbox"/> Business <input type="checkbox"/> Agricultural <input type="checkbox"/> N/A

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 13,428.58 in
5.89%	\$ 12,549.72	\$ 5,092.70	\$ 9,864.92	\$ 82,100.60

Number of Payments	Amount of Payments	When Payments Are Due
72	953.35	Monthly beginning 10/19/16
N/A	N/A	N/A

Or As Follows: N/A

**Late Charge:** If payment is not received in full within 15 days after the due date, you will pay a late charge of 5% of the part of the payment that is late. The charge will not exceed \$5 if you bought the vehicle primarily for personal, family, or household use.

**Prepayment:** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest:** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

1. Cash Price (including \$ 1,392.38 sales tax)	\$ 56,792.38 (1)
2. Total Downpayment =	
Trade-In (Year) (Make) (Model)	
2009 (Ford) (Mustang)	
Gross Trade-In Allowance	\$ 41,000.00
Less Pay Off Made By Seller	\$ 32,041.32
Equity Net Trade In	\$ 8,958.68
+ Cash	\$ 2,000.00
+ Other (REBATE)	\$ 2,500.00
(If total downpayment is negative, enter "0" and see 4) below)	\$ 13,428.68 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 43,363.70 (3)
4. Other Charges Including Amounts Paid to Others on your Behalf (Seller may keep part of these amounts):	
A. Cost of Optional Credit Insurance	
Paid to Insurance Company or Companies:	
Life	\$ N/A
Accident and Health	\$ N/A
Involuntary Unemployment Insurance	\$ N/A
B. Vendor's Single Interest Insurance	
Paid to Insurance Company	\$ N/A
C. Other Optional Insurance Paid to Insurance Company or Companies	\$ N/A
D. Optional Gap Contract	\$ N/A
E. Special Cash Sold in Government Enclosed	

**Insurance:** You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest is required is checked below.

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

Check the insurance you want and sign below:

**Optional Credit Insurance**

Credit Life  Buyer  Co-Buyer  Both  
 Credit Accident and Health  Buyer  Co-Buyer  Both  
 Credit Involuntary Unemployment Insurance  
 Buyer  Co-Buyer  Both

Premium:  
 Credit Life \$ N/A  
 Credit Accident and Health \$ N/A  
 Credit Involuntary Unemployment Insurance \$ N/A

Insurance Company Name

**Home Office Address:** N/A

Credit life insurance, credit accident and health insurance, and credit involuntary unemployment insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance, credit accident and health insurance, and credit involuntary unemployment insurance will not be a factor in the credit approval process. They will not be checked unless you sign and agree to pay the extra cost if you choose this insurance. The cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit accident and health insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance, credit accident and health insurance, and credit involuntary unemployment insurance ends on the original due date for the last payment unless a different term to the insurance is shown below.

**YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE, CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE AND CREDIT INVOLUNTARY UNEMPLOYMENT INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE.**

**Other Optional Insurance**

N/A

Type of Insurance Term  
 Premium \$ N/A  
 Insurance Company Name N/A  
 N/A

Home Office Address: N/A

to <u>N/A</u>	for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$	<u>N/A</u>
F Government Taxes Not Included in Cash Prices \$ <u>N/A</u>			
G Government License and/or Registration Fees \$ <u>N/A</u>			
LIC/REG \$ <u>100.00</u>			
H Government Certificate of Title Fee \$ <u>75.00</u>			
I Other Charges (Seller must identify who is paid and describe purchase)			
to <u>N/A</u>	for Prior Credit	Lease Balance	\$ <u>N/A</u>
to <u>FIRST FORD</u>	for <u>TIRE &amp; WHEEL</u>		\$ <u>399.00</u>
to <u>FIRST FORD</u>	for <u>DOCUMENTARY FEE</u>		\$ <u>395.00</u>
to <u>FIDELITY PLA</u>	for <u>SERVICE CONTRACT</u>		\$ <u>1750.00</u>
to <u>N/A</u>	for <u>N/A</u>		\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>		\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>		\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>		\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>		\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>		\$ <u>N/A</u>
Total Other Charges and Amounts Paid to Others on Your Behalf			\$ <u>2759.00</u> (4)
J Amount Financed (J+I)			\$ <u>56092.70</u> (5)

<input type="checkbox"/> <u>N/A</u>	Type of Insurance	<u>N/A</u>	Term
Premium \$ <u>N/A</u>			
Insurance Company Name <u>N/A</u>			
Home Office Address <u>N/A</u>			
<u>N/A</u>			
Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.			
I want the insurance checked above.			
<input checked="" type="checkbox"/> <u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Buyer Signature		Date	
<input checked="" type="checkbox"/> <u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Co-Buyer Signature		Date	
<b>THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.</b>			

OPTION:  You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A Year N/A SELLER'S INITIALS \_\_\_\_\_

OPTIONAL GAP CONTRACT: A gap contract (debt cancellation coverage) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 40 of the Restatement of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mo. N/A Name of Gap Contract \_\_\_\_\_

I want to buy a gap contract. Buyer Signs  N/A

VENDORS SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in item 40 of the Restatement of Amount Financed. The coverage is for the initial term of the contract.

Returned Check Charge: You agree to pay a charge of \$ 10 if any check you give to us is dishonored.

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

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

HOW THIS CONTRACT CAN BE CHANGED. This contract contains \_\_\_\_\_ and we must sign it. No oral changes are binding. Buyer Signs \_\_\_\_\_  
If any part of this contract is not valid, all other parts stay in effect. We may extend the time for making some payments without extending the time for making other payments. See back for other important agreements.

NOTICE TO THE BUYER: 1. Do not sign this contract if any of the spaces intended for the agreed terms to the extent of then available information are left blank. 2. You are entitled to an exact copy of the contract you signed. 3. Under the law, you have the following rights, among others: - (a) to pay off in advance the full amount due and to obtain a partial refund of the finance charge; (b) to redeem the property if repossessed for a default; (c) to require, under certain conditions, a resale of the property if repossessed.

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

Buyer Signs \_\_\_\_\_ Date 09/19/15 Co-Buyer Signs  N/A Date N/A  
Co-Buyers and \_\_\_\_\_ are responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here  N/A Address N/A  
Seller signs FIRST FORD Date 09/19/15 by  \_\_\_\_\_ Title \_\_\_\_\_

Seller assigns its interest in this contract to TD AUTO FINANCE, LLC (Assignee) under the terms of Seller's agreement(s) with Assignee.



09/29/2017

To: KIMMEL & SILVERMAN

Re: [REDACTED] N# 1FM5K8D83HC [REDACTED]

Account #: [REDACTED]

To Whom It May Concern:

Per your request, this is the payoff amount for the above referenced loan is good through end of the business day of 10/13/2017

Current Principal Balance	<u>\$46,517.78</u>
Interest Due	<u>\$188.57</u>
Total Amount Due	<u>\$46,706.35</u>
Per Diem	<u>\$5.09</u>

Upon receipt of a full pay-off, Wings Financial Credit Union agrees to release its lien on the above referenced loan. Please call our title department at (952) 997-8000 or (800) 692-2274 ext. 8149 with any questions concerning this payoff or fax us at 952-997-8236. Payoff should be mailed to the following address: Wings Financial Credit Union, 14985 Glazier Avenue, Suite 100, Apple Valley, MN 55124.

Sincerely,

Heather Madigan  
Title Rep

\*\*The information furnished is provided at your request for a possible payment in full of this loan. The figures provided are subject to change on 10/14/2017. Please call for an updated payoff









# CAD Abstract

Number of Responses: 1

Sequence Number: BRNE:2017:3382

Call Answered 09/29/2017 09:06:08	Response Type FDInvestigation	Case Number [REDACTED]
Created 09/29/2017 09:04:32	Dispatched 09/29/2017 09:04:34	Completed
		Disposed

### CAD Information

Response Type: FDInvestigation  
 Dispatch Group: BOUFD1  
 Primary Resource: BOUFD STA1  
 Primary Agent:  
 Response Origin: CAD  
 Disposition Codes:

### Reporting Party (RP) - Incident Location Information (ILI)

Caller Name: DEPT CARRARA  
 Common Place:  
 House Number: 51  
 Street Name: MEETINGHOUSE LN  
 Street Type:  
 Cross Streets: CAPE VIEW OLD PLYMOUTH  
 Free Format Address: 51 MEETINGHOUSE LN BOURNE, SAGAMORE ; ( CAPE VIEW WY/OLD PLYMOUTH RD ) BOURNE FIRE DEPARTMENT STATION 3

CPI Number:  
 Zone: BOU3N  
 City: 51  
 State:  
 X Coordinate: -70.5365744804  
 Y Coordinate: 41.7811768424

Validated Address: True

### Address Information

<b>Date/Time</b>	<b>Address</b>	<b>Agent / Workstation</b>
09/29/2017 09:04:32	51 MEETINGHOUSE LN BOURNE, SAGAMORE ; ( CAPE VIEW WY/OLD PLYMOUTH RD ) BOURNE FIRE DEPARTMENT STATION 3	Miller,Katie / CAD-01

### Resource Activities

Date/Time	Resource Name	Status	Agent / Workstation
09/29/2017 09:04:34	BOUFD STA1	Dispatched	Miller,Katie / CAD-01
09/29/2017 09:18:47	BOUFD STA1	Terminated	Miller,Katie / CAD-01

\*Indicates manual entry time

### Response Notes

Date/Time	Note	Agent / Workstation
09/29/2017 09:04:21	TESTING CAR	Miller,Katie / CAD-01
09/29/2017 09:04:34	Initial Recommendation: STATION	Miller,Katie / CAD-01
	Recommendation Rules (1): - Rule Name: STATION Agency Bourne Fire Status: AVAIL Resource Types: Station Quantity: 1 Aduated Quantity: 1 Card Type: None Mutual Aid Order: First	
	Resources Found (1): BOUFD STA1	
09/29/2017 09:07:41	TESTING FOR CO - CLOSE THE CALL IN 20 MINS	Miller,Katie / CAD-01

01036	MA	09/29/2017			0	NFIRS - 9
FDID	State	Incident Date	Station	Incident Number	Exposure	Apparatus

Unit ID:		Dispatched:	9/29/2017 9:04:34AM	Use:	
Serial #:	1GNSK2E02	Enroute:			
Type:	92	Arrival:	9/29/2017 9:04:34AM		
	Chief officer car	Clear:	9/29/2017 9:25:00AM		
		In Quarters:			

**Actions Taken**

- |    |    |
|----|----|
| 1) | 3) |
| 2) | 4) |

Personnel ID	Name
Carrara, Joseph J	D/C Joseph J Carrara

01036	MA	09/29/2017			0	NFIRS - 1
FDID	State	Incident Date	Station	Incident Number	Exposure	Notes

Notes Title: Notes Page 1

BFD D/C tested ford MA NE845 owed by Mike Connolly. Vehicle was a 2017 Ford Explorer. D/C Carrara drove vehicle for approx. 20 minutes and registered up to 18 PPM of carbon monoxide on two separate meters.

- 1) QRae 3 (4) gas meter.
- 2) Protege' ZM single gas CO meter.

We discontinued test once we hit 18 PPM.

Person/Entity Involved

Name

Business name

Street Address

Post Office Box

Apt./Suite/Room

City, State and Zip Code

Phone Number

Owner

Name

vehicle owner

Business name

Street Address

Post Office Box

Apt./Suite/Room

**Marston Mills, MA**

City, State and Zip Code

Phone Number

Insurance Company

Total Insurance

Authorization

Officer in charge: **Carrara, Joseph J**  
Assignment Date

Signature: \_\_\_\_\_  
D/C Joseph J Carrara

Member making report: **Carrara, Joseph J**  
Assignment Date

Signature: \_\_\_\_\_  
D/C Joseph J Carrara

--

01036 FDID	MA State	09/29/2017 Incident Date	Station	[REDACTED] Incident Number	0 Exposure	NFIRS - 1 Basic
---------------	-------------	-----------------------------	---------	-------------------------------	---------------	--------------------

Location  Address is on the Wildland Fire Module      Census Tract:

**Street Address**  
**51 Meetinghouse LN**      **Sagamore Beach, MA 02562**  
 Street Address      Apt./Suite/Room      City, State and Zip Code

Cross street or directions

<b>Incident Type</b> <b>424 Carbon monoxide incident</b> <b>Shifts &amp; Alarms</b> <b>3</b> <b>3N</b> Shift      Alarm      District	<b>Dates &amp; Times</b> Alarm: <b>9/29/2017 9:04:34AM</b> Arrival: <b>9/29/2017 9:04:34AM</b> Controlled: Last Unit: <b>9/29/2017 9:25:00AM</b>
---------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Aid Given or Received</b> <b>N None</b> <b>Actions Taken</b> <b>86 Investigate</b> Primary Action Taken (1) <b>84 Refer to proper authority</b> Additional Action Taken (2) Additional Action Taken (3)	<b>Resources</b> <input checked="" type="checkbox"/> Apparatus or Personnel Form Used <table border="1"> <tr> <td></td> <td>Apparatus</td> <td>Personnel</td> </tr> <tr> <td>Suppression:</td> <td>0</td> <td>0</td> </tr> <tr> <td>EMS:</td> <td>0</td> <td>0</td> </tr> <tr> <td>Other:</td> <td>1</td> <td>1</td> </tr> </table> <input type="checkbox"/> Resource counts include aid received		Apparatus	Personnel	Suppression:	0	0	EMS:	0	0	Other:	1	1
	Apparatus	Personnel											
Suppression:	0	0											
EMS:	0	0											
Other:	1	1											

<b>Estimated Dollar Losses &amp; Values</b>			
<b>LOSSES</b>		<b>None</b>	
Property:	0	<input type="checkbox"/>	
Contents:	0	<input type="checkbox"/>	
<b>PRE-INCIDENT VALUE:</b>		<b>None</b>	
Property:	0	<input type="checkbox"/>	
Contents:	0	<input type="checkbox"/>	

<b>Casualties</b> <input type="checkbox"/> None <table border="1"> <tr> <td></td> <td>Deaths</td> <td>Injuries</td> </tr> <tr> <td>Fire Service:</td> <td>0</td> <td>0</td> </tr> <tr> <td>Civilian:</td> <td>0</td> <td>0</td> </tr> </table>		Deaths	Injuries	Fire Service:	0	0	Civilian:	0	0	<b>Hazardous Materials Released</b>
	Deaths	Injuries								
Fire Service:	0	0								
Civilian:	0	0								

<b>Detector</b>	<b>Mixed Use Property</b>
-----------------	---------------------------

**Property Use**  
**961 Highway or divided highway**

CUSTOMER #:

FIRST FORD INC.

292 WM S. Canning Blvd.
FALL RIVER, MA 02721 (508) 730-1000
(800) 667-4996
www.firstfordma.com

\* INVOICE \*

PAGE 1

HOME:
BUS:

SERVICE ADVISOR: 6878 Rebecca Souza

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Includes vehicle details for a Ford Explorer and service dates.

A. CUST STATES HEAVY ODOR ON PROLONGED TRIPS SEE TSB 17-0044
MT ACTUAL TIME

7856 AMARAL, LUIS LIC#: 7856
W40

- 1 BB5Z\*61280B62\*B GRILLS ASY - VENT AIR OUTER (N/C)
1 FB5Z\*7829164\*AA MOULDING (N/C)
1 FB5Z\*7829165\*AA MOULDING (N/C)
4 \*N706092\*S300 RIVET - BLIND (N/C)
1 4M8Z\*54280B62\*A VALVE ASY - AUTO DRAIN (N/C)
1 4L3Z\*18203A16\*AA INSULATOR - DOOR OUTER (N/C)
PANEL (N/C)
1 FB5Z\*5230\*B MUFFLER ASY - CENTRE AND REAR (N/C)
1 FB5Z\*78442K03\*B KIT - REAR SPOILER REPAIR (N/C)
1 OSP OSP (N/C)
1 OSP OSP (N/C)

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

14877 CODE 42 PART 17-0044

PERFORMED TSB 17-0044 PER CUSTOMERS CONCERN REMOVED REAR BUMPER
SIDE PANELS REMOVED REAR BUMPER INSPEC. SIDE VENTS LEFT NOT FLUSH WITH
BODY CK RIGHTS SIDE OK REPLACE LEFT SIDE TURN ALL AIR INSIDE AND
PERFORMED PRESSURE LEAK TEST HAS SOME LEAKS FROM REAR AC LINES SEALER
AND OPEN TO THE INSIDE CLEAN ALL REMOVED INSIDE SIDE PANELS RESEAL ALL
AND UNDER COAT SEAL ACROSS THE BACK BODY SEAM RESEAL IN BACK OF REAR
TAIL LIGHTS REPLACE TAIL GATE VENTS RESEAL LEFT AND RIGHT SIDE OF WHEEL
WELL

INSTALL REAR BUMPER REPLACE SIDE PANELS REPROGRAMMED HVAC MODULE
REPLACE MUFFLERS
COMPLETE FROM CAT BACK CK ALL OK AT THIS TIME

B FIRST FORD V.I.P. COMPLIMENTARY LOANER CAR
LOANER FIRST FORD V.I.P. COMPLIMENTARY LOANER CAR
7856 AMARAL, LUIS LIC#: 7856

0.00 0.00

SUBL 1ST LOANER CAR 23 DAYS- L169

IMPORTANT
You may receive a survey from Ford Motor Co.
if for any reason you cannot grade us
"Completely Satisfied"
Please contact our service dept

Thank You
(508) 730-1000

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

CUSTOMER COPY

CUSTOMER #: [REDACTED]

**FIRST  INC.**

292 WM S Canning Blvd  
FALL RIVER, MA 02721 (508) 730-1000  
(800) 667-4996  
www.firstfordma.com

\*INVOICE\*

PAGE 2

MARSTONS MLS, MA 0

HOME

BUS: [REDACTED]

SERVICE ADVISOR: 6878 Rebecca Souza

CL	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAC		
BLACK	17 FORD EXPLORER	1FM5K8D83H	[REDACTED]	14877/14911	[REDACTED]		
DEL DATE	PROD DATE	WARR EXP	PROMISED	POW	RATE	PAYMENT	INV DATE
19SEP16	DD		17:00	29AUG17			28SEP17
R.O. OPENED	READY	OPTIONS	SOLD-ST	ENG	CASH		
10:34	29AUG17	09:04	28SEP17	ENG:3.5 Liter T			
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
				W40			(N/C)
SUBL SERVICE LOANER CAR L 175 7 MORE DAYS							
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:							(N/C)
							0.00

YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD MOTOR CO. REGARDING THIS SERVICE VISIT. IF FOR ANY REASON YOU CANNOT GRADE US "EXCELLENT" PLEASE CONTACT MITCH LOWN AT SERVICEDEPT@FIRSTFORDMA.COM

<p><b>IMPORTANT</b></p> <p>You may receive a survey from Ford Motor Co if for any reason you cannot grade us "Completely Satisfied" Please contact our service dept.</p> <p>Thank You (508) 730-1000</p>	<p>Any warranties on the products sold hereby are those made by the manufacturer. The Seller, FIRST FORD, INC. hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability of fitness for a particular purpose, and FIRST FORD, INC. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.</p> <p>Repairs where manufacturer's parts are required are warranted for 12 months or 12,000 miles, whichever occurs first. Labor only repairs are warranted for 90 days or 4,000 miles, whichever occurs first.</p>	DESCRIPTION	TOTALS
		LABOR AMOUNT	0.00
		PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		HAZARDOUS WASTE	0.00
		TOTAL CHARGES	0.00
		LESS	0.00
		SALES TAX	0.00
		<b>PLEASE PAY THIS AMOUNT</b>	<b>0.00</b>

CUSTOMER COPY

### Case



#### General Info

Overview

Case Number	[Redacted]	Status	Resolved
Priority	Urgent	Owner	Tier 2 CCT
Expected Resolution Date		Status Reason	Resolved   Closed
Input Channel	Web Portal		

#### Close Case

Close Case Info

Resolution Type	Addressed	Comments - Close Case
Closure Type	Addressed	

#### Customer Info

Advanced Search

Search On	Contact	Search By
-----------	---------	-----------

Customer Name	[Redacted]	Caller Type
Best Contact Method	Phone	Use for Reply-To
Best Daytime Phone	[Redacted]	Customer Delegate
Customer Home Phone	[Redacted]	Customer Delegate Phone
Customer Business Phone	[Redacted]	Relationship
Customer Mobile Phone	[Redacted]	
Vehicle Purchase Status		

Current LTV Score 95

## Customer Scores

Loyalty Score	Defector Score
LTV Score 95	Dissat Score
In-Market	ESP Score
Likelihood to Service	Service Segments
Loyalty Segment - Mexico	

## Dealer Info

## Dealer Info

Dealer Name	First Ford		
Dealer PA Code	04048	Dealer Service Manager	
Dealer Phone Number	(508) 730-1000	More than one Service Manager	No
Dealer Contact	MITCHELL LOWN	Service Mgr Phone	
Ford CSM	Martin Cruz	Portal Status	No New Message
FMCC Branch Code			

## Vehicle Info

## Vehicle Info

VIN	1FM5K8D83	Mileage	14,877
Warranty Start Date		Mileage Units	Miles
Vehicle Modifications	No	Hours in Service	
Original Selling Dealer		Converted Mileage	
Original Selling PA		Days Out of Service	22.00
		Number of Repairs	0
Unit Down	No	Customer in Loaner	Yes

Unit Down Date (at Dealership) 8/29/2017  
 Primary Reason for Unit Down Technical Assistance  
 Unit On-Road Date

Vehicle Specification

Vehicle Specification Full Path 2017 > FORD > EXPLORER > K&D - EXPLORER XLT 4WD 4-DR  
 Model Year 2017 Engines Specification 3.5L V6 CYCLONE TIVCT  
 Make FORD Transmissions Specification 6 SPD AUTO TRANS 6F  
 Model / Vehicle Line EXPLORER  
 Body Style K&D - EXPLORER XLT 4WD 4-DR

Equipment and Software

SYNC Version  
 Modem / TCU?  
 Installed SYNC Software Version Installed Date  
 WiFi Capable  
 WiFi Enabled Date Retrieved

Case Classification

Classification  
 Responsible Team Tier 2 CCT  
 Case Classification Full Path Dealer - Vehicle Concern > Legal > Request For Consumer Affairs Review  
 Case Classification Level 1 Dealer - Vehicle Concern  
 Case Classification Level 2 Legal  
 Case Classification Level 3 Request For Consumer Affairs Review  
 Case Classification Level 4  
 Classification

Initial Contact Target	9/20/2017 4:06 PM	Initial Contacted	No
Case Closure Target	11/1/2017 5:00 PM	Initial Contact Date	

**Symptom Code**

Symptom Code Start/Run/Move > Odor > Chemical > Always

Level 1 Start/Run/Move

Level 2 Odor

Level 3 Chemical

Level 4 Always

**Miscellaneous Info**

Miscellaneous Info

Master Case

Caller Authorization Code

Stars ID

Tech Hotline No

FSA Number

Campaign Number

Repair Order Number

Chat UID

Vendor Supplied Case Id

Contract Info

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

**Activities**

All Activities

Subject	Activity Type	Activity Status	Priority	Date Created
Case Resolution	Case Resolution	Completed	Normal	9/26/2017 8:26...
Close Case	Close Case	Completed	Normal	9/26/2017 8:26...
Portal Message	Portal Message	Completed	Normal	9/26/2017 8:17...
Portal Message	Portal Message	Completed	Normal	9/26/2017 8:07...
Portal Message	Portal Message	Completed	Normal	9/26/2017 8:01...
Portal Message	Portal Message	Completed	Normal	9/23/2017 7:51...
Appointment	Appointment	Completed	Normal	9/20/2017 3:38...
Appointment	Appointment	Completed	Normal	9/20/2017 3:22...
Schedule Follow-Up	Schedule Follow-Up	Completed	Normal	9/20/2017 3:21...
E-mail	E-mail	Completed	High	9/20/2017 3:19...

Notes & Article

[Redacted]

[Redacted]

[Redacted]

Service Manager | FCSD 866-631-3788 ext. 77822 | eFax: 1-888-410-3216 MCRUZ109@ford.com | www.ford.com Next Step: F/U w/ SM Mitch on parts info needed

[Redacted]

Martin Cruz | Customer Service Manager | FCSD 866-631-3788 ext. 77822 | eFax: 1-888-410-3216 MCRUZ109@ford.com | www.ford.com

SYSTEM 9/20/2017 3:19 PM

Title:

"By MITCHELL LOWEN" - CUST CAME IN COMPLAINING OF HEAVY EXHAUST ODOR AND AFTER PROLONGED DRIVING GETTING HEADACHES OR FEELING FATIGUED. THIS WAS ON 8/29/17 - WE VERIFIED CONCERN - IT DOES HAVE A PRETTY BAD ODOR. CUSTOMER WAS PUT INTO ONE OF OUR LOANER CARS AT THAT POINT. RECALL 17B25 CAME OUT ON THE 13TH SEPTEMBER. WE ORDERED PARTS AND OUR STILL AWAITING 2 PARTS TO ARRIVE - WE DID PACO AND THOSE PARTS CAME IN - STILL AWAITING ONE PART - # F852\*7829164\*AA - WHICH DID PARTS INQUIRY AND WAS SHIPPED FED EX - SHOULD BE ARRIVING. I GUESS MY REASON FOR OPENING THE CONTACT IS BECAUSE CUSTOMER MENTIONED LEMON LAW AND NOT WANTING VEHICLE BACK - HE IS A TOUCHY CUSTOMER AND VERY PECULIAR NOT SURE WHAT DIRECTION TO GO ON THIS. BASICALLY A HEADS UP IN CASE HE CALLS AND I FEEL HE WILL BE

CRM Admin Team 9/20/2017 2:06 PM

Article

Article

**Admin Info**

Admin Info

Created By CRM Admin Team Modified By Martin Cruz

Created On	9/20/2017 2:06 PM	Modified On	9/26/2017 8:26 AM
Begin Date	9/20/2017	Case Type	Concern
Title	[REDACTED]	Source Created By	



OGC LH  
Product Claims

CW18  
TX

SEP 25 2017

# Beasley Allen

BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.  
Attorneys at law

228 COMMERCCE STREET  
POST OFFICE BOX 4168  
MONTGOMERY, ALABAMA 36103-4168  
(334) 269-2343

(800) 898-2034  
BEASLEYALLEN.COM

4200 NORTHSIDE PARKWAY NW  
BUILDING ONE, SUITE 200  
ATLANTA, GEORGIA 30327  
(404) 751-1102

H. Clay Barnett, III  
Clay.Barnett@BeasleyAllen.com

September 15, 2017

OGC LH  
Consumer Claims

Via U.S. Certified Mail  
Ford Motor Company  
1 American Road  
Dearborn, MI 48126

SEP 24 2017

**Re: Notice of Violation of the Texas Deceptive Trade Practices Act (Texas Business & Commercial Code Ann. Code §§ 17.41 et seq.)**

To Whom It May Concern:

Please be advised that our firm has been retained by Mrs. [REDACTED] to pursue claims arising from her 2016 Ford Explorer. This firm represents Mrs. [REDACTED] individually and as representative of a proposed class of all other purchasers and lessees of the defective 2016-2017 Ford Explorers, 2007-2014 Ford Edges, and 2007-2017 Lincoln MKXs ("Affected Vehicles"), which through their chassis shape, weld seams, weather stripping, cabin pressure relief vents, exhaust routing and/or HVAC systems permitted an exhaust odor, exhaust and other gases, including carbon monoxide, to enter the passenger compartment of the vehicle. We are providing you a copy of this notice and demand for relief pursuant to Tex. Bus. & Com. Code §17.505.

In November 2016, Mrs. [REDACTED] drove her vehicle from Texas to Missouri and noticed a strong exhaust/chemical odor in her SUV, Mrs. [REDACTED] sought dealership repair numerous times at All Star Ford in Denham Springs, Louisiana. None of her repair requests were honored by Ford and the defect remains.

The defective Vehicles are in violation of Texas's Deceptive Trade Practices Act ("DTPA"). Tex. Bus. & Com. Code § 17.46 states, "[f]alse, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful. As a seller of goods, Ford has violated Tex. Code § 17.46 by: representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which the person does not; knowingly making false or misleading statements of fact concerning the need for parts, replacement, or repair service; and by selling the Affected Vehicles with knowledge that they were materially defective and/or by knowingly concealing, suppressing or omitting to disclose material information concerning the Affected Vehicles to Mrs. [REDACTED] and the proposed class members.

Because of Defendant's conduct, in violation of the Texas DTPA, Mrs. [REDACTED] and the proposed class members have suffered ascertainable economic losses, and unless restrained, class members and others in the future will continue to suffer injury and harm.

We provide notice to you that:

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

On behalf of Mrs. [REDACTED] and all other purchasers and lessees of the Affected Vehicles, we demand that Ford Motor Company take the following steps:

- (a) Compensate Mrs. [REDACTED] and all purchasers and lessees of the Affected Vehicles for their devalued and defective vehicles satisfying their economic, and treble damages available under Tex. Code § 17.50.
- (b) Pay our firm's reasonable attorneys' fees and expenses incurred on behalf of Mrs. [REDACTED] and the potential class.

In accordance with Section 17.505(a), this notice is provided sixty (60) days prior to filing an action under the Texas DTPA. Failure to respond within sixty (60) days of this letter will be interpreted as a rejection of all demands.

Very truly yours,

A handwritten signature in cursive script that reads "H. Clay Barnett, III". The signature is written in black ink and includes a stylized flourish at the end.

**H. CLAY BARNETT, III**

HCb/br



**From:** Groeneveld, Arie (A.)  
**Sent:** Wednesday, September 27, 2017 3:27 PM  
**To:** Barbossa, Daniel (D.) <dbarbo21@ford.com>; Weigandt, Elizabeth (E.M.) <eweigant@ford.com>; Levine, Michael (M.) <mlevine5@ford.com>  
**Cc:** Gubing, William (Bill.) <wgubing@ford.com>; Frantzeskakis, Petros (Peter.) <pfrenize@ford.com>; Arledge, Lynn (L.) <lArledge@ford.com>  
**Subject:** RE: CO Explorer In DC Area

Built 1/22/2015, 3.5L IVCCT AWD.

ARIE GROENEVELD

**From:** Barbossa, Daniel (D.)  
**Sent:** Wednesday, September 27, 2017 2:01 PM  
**To:** Weigandt, Elizabeth (E.M.); Levine, Michael (M.)  
**Cc:** Gubing, William (Bill.); Groeneveld, Arie (A.); Frantzeskakis, Petros (Peter.); Arledge, Lynn (L.)  
**Subject:** CO Explorer In DC Area

Hi all- Spoke to NBC 4 Washington and they received another complaint from a viewer who drives around her granddaughter. She has had 2 episodes while in the back seat where she passed out. She was rushed to the hospital and was diagnosed with a "possible seizure" otherwise, she seems to be a healthy little girl. Since the customer saw NBC's story, she now suspects CO poisoning. While driving the explorer she now puts the air on "fresh" and opens windows and her granddaughter has hasn't had anymore "episodes."

Here is the VIN# FM5K6D8X[REDACTED]

The customer hasn't brought it in yet. They were going to test the vehicle today but had to push it due to scheduling issue.

Will try and get more info

Daniel Barbossa | Broadcast Communications | Ford Motor Company | [dbarbo21@ford.com](mailto:dbarbo21@ford.com) |  
313.390.8190 (m) | 201.522.2619 (m) | 413.407.2328 (m)





WA

1704 11  
1704 11

DELAY LAW FIRM  
MICHAEL J. DELAY

September 19, 2017

KS

*Final Request, via mail and facsimile, 509.789.4042*

FORD MOTOR CO.  
Mr. Phil Perry, CRC Mgr.  
Mr. D. Williams, CSR  
Customer Relationship Center  
P.O. Box 6248  
Dearborn, MI 48126

GUS JOHNSON FORD  
Mr. Dan Shaffer, Service Mgr.  
Mr. Sam Oliphant, Service Adv.  
8300 E. Sprague Ave.  
Spokane Valley, WA 99212

Re: FORD'S TSB NO. : TSB 16-0166  
DEFECT : 2012 Ford Explorer Exhaust Odor  
FORD EXPL. VIN NO.: 1FMHK8F8XC [REDACTED]

Dear [REDACTED]

Ford's letter, dated September 12, 2017, is signed by [REDACTED]. I have not ever before had contact with Ford's [REDACTED]. Omitted from [REDACTED] letter was Ford's admissions and instructions to Ford Explorer owners, issued by Ford on July 28, 2017.

***Ford Publicly Acknowledged Widespread Exhaust Defect***

In Ford's letter [REDACTED] stated: "A Technical Service Bulletin (TSB) is a supplement to a vehicle's repair manual and does not suggest nor provide extra coverage." Ford's TSB's purpose was to document a widespread exhaust defect in Ford Explorers and how Ford dealers' service departments should perform repairs immediately to avoid the defect causing additional harm to occupants. Known and acknowledged by Ford, Ford *instructed* its customers as follows: "... **customers should take their Explorers**

to a Ford dealer to address the issue." (Emphasis added.) See attached article, Detroit News, July 28, 2017. Ford's instruction was completely omitted and disregarded in Ford's [REDACTED] letter to me, a 2012 Ford Explorer owner that experienced the very defect for which Sam Oliphant at Gus Johnson Ford performed the necessary repairs.

*NHTSA Investigation Revealed and Confirmed Exhaust Defect*

Ford's letter is disingenuous and misrepresents the exhaust defect when [REDACTED] stated and labeled Ford's defect an "... [area] of concern ..." More than 2,700 complaints before 2016 were filed with Ford or with the National Highway Traffic Safety Administration (NHTSA) pertaining to the Ford Explorer exhaust defect. NHTSA's investigation now covers 1.3 million Ford Explorers and its investigation into Ford's exhaust defect was upgraded to an "engineering analysis." This is the final step before a recall.

*Ford's ( [REDACTED] ) Letter Ignored Safety Risks of Exhaust Defect*

Ford's defect is covered by express and implied warranties because when Ford sold Explorers, 2012 to present, the defect existed and Ford has a legal duty to its customers to ensure that Ford Explorers are safe and free of any exhaust defect causing exhaust to enter the cabin. Ford acknowledged its duty on July 28, 2017, when Ford's executive vice president of product development, Hau Thai-Tang stated:

There is nothing we take more seriously than providing you with the **safest** and most **reliable vehicles**.

Ford spokesman Elizabeth Weigandt also stated, "**safety is our top priority.**" See attached Consumer Reports, July 28, 2017. Exhaust odors in an enclosed cabin present a clear safety issue, not just for the driver and passengers, but for other motorists put at risk by drivers affected by exhaust inhalation.

### **Conclusion**

Ford's admitted exhaust defect, known and acknowledged by Ford, required Ford to *instruct* Ford Explorer owners to take their Explorers to a Ford dealer for immediate repair of the defect. I incurred **\$1,865.64** in repair expense for a known and acknowledged exhaust defect by Ford, which was or should have been known by Ford for my 2012 Ford Explorer (VIN No., above).

I trust Ford will act, now, to reimburse me as Ford promised to do with law enforcement Explorers, even if those exhaust defects were caused by the installation of after-market equipment.

This is my second and final request of Ford to reimburse me for repair of Ford's known and admitted exhaust defect in my Explorer. I followed Ford's instruction on July 28, 2017, to seek immediate repair. If Ford does not want to make this right, I will commence litigation against Ford to recover my repair expenses and for a CPA (Consumer Protection Act) violation caused by Ford's defect.

*Please advise immediately as to who will accept service of process on behalf of Ford.* Ford's (Williams') letter attempts to evade responsibility for this dangerous and known defect after Ford's instruction to its customers to immediately seek repair. Ford's (Williams') letter contradicts Ford's prior representations to Ford dealers, the public and Ford Explorer owners and is reprehensible.

Very truly yours,



Michael J. Delay

ENC. *Tumes force Austin police to pull Explorers off patrol*, Detroit News, 7/28/17  
*NHTSA Widens Investigation Into Ford Explorer Leaks*, Consumer Reports, 7/28/17

ATTY MISC/Ford Explorer/Ford Letter 2

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## Fumes force Austin police to pull Explorers off patrol

— Joe Vertino, Associated Press Published 7:40 a.m. ET July 28, 2017 / Updated 9:42 p.m. ET July 28, 2017



(Photo: Scott Olson / Getty Images)

**Detroit** — The Austin Police Department on Friday pulled nearly 400 Ford Explorer SUVs from its patrol fleet over worries about exhaust fumes inside the vehicles.

Ford Motor Co. responded by promising to repair the vehicles, even as it continues to investigate the cause of the problem.

The move comes as U.S. auto safety regulators investigate complaints of exhaust fume problems in more than 1.3 million Explorers from the 2011 through 2017 model years. In Austin, more than 60 officers have reported health problems since February and more than 20 were found to have measurable carbon monoxide in their

systems, city officials said Friday.

"We need to remove these vehicles immediately," interim City Manager Elaine Hart said. "We need to keep [officers] safe as well as our community."

The National Highway Traffic Safety Administration has found more than 2,700 complaints of exhaust odors in the passenger compartment and fears of carbon monoxide in an investigation started a year ago. Among the complaints were three crashes and 41 injuries, mostly loss of consciousness, nausea and headaches.

Many of the complaints came from police departments, which use the Police Interceptor version of the Explorer in patrol fleets. Police complaints included two crashes with injuries and one injury allegation due to carbon monoxide exposure.

While several large police departments have been aware of the issue and installed carbon monoxide detectors in their vehicles, Austin appears to be first major city to pull large numbers of police Explorers off the road.

In a statement released late Friday, Ford said it has discovered holes and unsealed spaces in the back of some Police Interceptors that had equipment installed after leaving Ford's factory. Ford said police and fire departments routinely drill holes in the backs of vehicles to add customized lighting, radios and other equipment.

Ford said it will cover the cost of repairs to any Police Interceptor that may have this concern, regardless of age, mileage or modifications.

The company said it will check for holes and seal them, recalibrate the air conditioning to bring in more fresh air during heavy acceleration and check engine codes to see if the vehicles have a damaged exhaust manifold.

"There is nothing we take more seriously than providing you with the safest and most reliable vehicles," said Hau Thai-Tang, Ford's executive vice president of product development.

Non-police customers should take their Explorers to a Ford dealer to address the issue, the company said.

The decision by Austin police left the city scrambling to find replacement cars for more than half of its patrol fleet.

The Police Department said it will move equipment from the Explorers to about 200 Ford Taurus and Crown Victoria models, many of which will be unmarked, and have them ready for patrol ready by Monday. Interim Police Chief Brian Manley said Austin will have just as many officers on patrol, but that they will ride in pairs. The city will closely track response time to emergency calls.

"There will be a concern there will be a spike in crime," Manley said. "But for those criminals who think they can take advantage of the circumstances, remember we now have a whole fleet of unmarked vehicles on patrol."

The city installed carbon monoxide alarms after officers began reporting getting sick while in the vehicles, and parked 60 of them when the alarms activated. Of the 20 officers found to have elevated levels of carbon monoxide, three have not been able to return to work.

The NHTSA has said nearly 800 people have complained to the government about fumes, while Ford has received more than 2,000 complaints and warranty claims. The agency tested multiple vehicles at its Ohio research center, and made field inspections of police vehicles involved in crashes. As of Thursday, the agency had found no evidence or data to support claims that injuries or crash allegations were caused by carbon monoxide poisoning. The agency said it had early tests that suggest carbon monoxide levels may be higher in certain driving conditions, but the significance and effect of those levels remain under investigation.

The NHTSA says its investigation suggests the Police Interceptor is experiencing exhaust manifold cracks that are hard to detect and may explain exhaust odors. Investigators are evaluating the cause, frequency and safety consequences of the cracks, and whether Explorers used by civilians are experiencing cracked manifolds, the agency said.

"There have been a number of police departments that have looked at this problem. Most have not had (Austin's) experience and those that have had issues have been able to resolve them," said Darrel Stephens, executive director of the Major Cities Chiefs Association. "I have not heard of any other department having the number of problems that Austin is experiencing."

Sean Kane, president of Safety Research and Strategies Inc., a Massachusetts firm that does auto testing for plaintiffs' lawyers and other clients, said he expects other law enforcement agencies will now check their patrol fleets and may face the same dilemma as Austin about how to maintain patrols.

"It's not an easy decision whether you're a large city or small town," he said.

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## NHTSA Widens Investigation Into Ford Explorer Exhaust Leaks

More than 2,700 complaints have been reported

By Nick Kurczewski  
July 26, 2017

The National Highway Traffic Safety Administration has broadened its probe into reports that 2011-2017 model year Ford Explorers are experiencing leaks in their exhaust systems, which could cause carbon monoxide to enter the vehicle's cabin. There's a risk that intruding gases could make drivers ill or even lose consciousness.

According to NHTSA, the expanded investigation now involves a total of 1.3 million Explorer SUVs, including the Police Interceptor version that's marketed and sold directly to law-enforcement agencies. More than 2,700 complaints have been filed with Ford and NHTSA, with three reported

crashes along with 41 injuries. There have been no reported fatalities, it says.

The NHTSA report states that symptoms resulting from these possible exhaust leaks can include nausea and headaches. In some instances, however, the driver reported a loss of consciousness, leading to an accident and injury. NHTSA's ongoing investigation has found that two accidents have involved police departments, both with the Police Interceptor version of the Explorer.

It says that small cracks in the exhaust manifold, specifically in these Police Interceptor models, could be leading to reports of exhaust odors in the vehicle's cabin.

This year-long investigation has officially been upgraded by NHTSA to an "engineering analysis," which is one step away from a full recall notice.

"Safety is our top priority," a Ford spokeswoman, Elizabeth Weigandt, said in an email Friday. "A dedicated Ford team is working with police customers, police-equipment installers, Police Advisory Board members, and NHTSA to investigate reported issues and solve them. Customers with concerns about Explorers and Police Interceptor Utilities can call our dedicated hotline at 888-260-5575 or visit their local Ford dealership."

Ford has already issued service bulletins to its dealerships about this problem. If customers have a concern about their own Explorer, they should bring the car to the dealership and mention Service Bulletin TSB 14-0130. This bulletin

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instructs dealers on possible repairs, and covers the 2011-2015 model years; NHTSA's new investigation extends the model years through 2017 models.

"We're pleased to see NHTSA intensify its investigation," says William Wallace, a policy analyst for Consumers Union, the policy and mobilization arm of Consumer Reports. "We urge the agency to get to the bottom of this issue expeditiously."

In Consumer Report's annual Auto Reliability Survey, eight owners mentioned the problem of exhaust fumes in the cabin of their Ford Explorer SUV. The vehicles, which ranged from 2013 to 2017 model years, all fall within the current NHTSA engineering study.

One owner of a 2017 Explorer said in the survey, "If you accelerate over 3,500 rpm, the cabin smells like rotten eggs –terrible. Will take it to the dealer next week." An owner of a 2016 Explorer noted, "Vehicle gets exhaust smell through A/C into cabin when hard-accelerating."

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DELAY LAW FIRM  
MICHAEL J. DELAY

10 N. POST, SUITE 301  
SPokane, WA 99201



FORD MOTOR CO.  
Attn: Mr. Phil Perry, CRC Mgr. *AND D. WILLIAMS*  
Customer Relationship Center  
P.O. Box 6248  
Dearborn, MI 48126

SEP 25 2017

SEP 26 2017

4812106248 8054



# CITY OF OVIDEO

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

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

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

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

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

---

**From:** DCPFORM, FMCDDealer (.)  
**Sent:** Monday, September 25, 2017 4:23:06 PM (UTC-05:00) Eastern Time (US & Canada)  
**To:** Ordcalp, F (F.); Taylor, Alma (A.)  
**Cc:** [briangrady@greenway.com](mailto:briangrady@greenway.com)  
**Subject:** Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

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

**DEALER INFORMATION:**

**Dealership Fleet Name:** Greenway Ford, Inc.

**Requesting Dealer Fleet:** Greenway Ford

**PA Code:** 04822

**Contact Person:** Brian Grady

**Title:** Fixed Operations Dir.

**Phone Number:** 407-207-5134

**Fax Number:**

**Email:** [briangrady@greenway.com](mailto:briangrady@greenway.com)

**Region:** Orlando

**Address:** 9001 E. Colonial Dr.

**City:** Orlando

**State:** Florida

**Zip Code:** 32817

**CUSTOMER VEHICLE INFORMATION:**

**Warranty Start Date:** 02/07/2017

**Vehicle Year:** 2017

**Vehicle Model:** Explorer Police

**Vehicle VIN:** 1FM5K8AR6HC [REDACTED]

**Mileage:** 8491

**customer Fleet Name:** City of Oviedo

**Street Address:** [REDACTED]

**City :** Oviedo

**State :** Florida

**Zip Code :** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** Orlando

**DETAILS OF INCIDENT:**

Medical Attention Sought

**Date of Incident:** 2017-09-24

**County incident occurred:** Seminole

Is customer alleging a component defect CAUSED the incident? YES

**Details:** A police officer with the City of Oviedo Police Department stated "had to go to the hospital for feeling like they were going to pass out from fumes".

Was a police report filed? YES

**Details :** Oviedo Police Department

Has the insurance company been contacted? NO

**Insurance company advised:** Unsure of this because of it being a municipality.

**Insurance company contact information:**

**Coach builder:**

**City :**

**State :**

**Zip Code :**

**Vehicle Location:** Vehicle is at Greenway Ford.

**Attorney information:**

**CVO Contact:**

**Resolution Customer is seeking:** 17B25 EXHAUST ODOR AND CARBON MONOXIDE COMPLAINTS REPAIR

**Comments:**

# ENTERPRISE FLEET

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

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

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

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

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

---

**From:** DCPFORM, FMCDealer (.)  
**Sent:** Tuesday, September 26, 2017 3:45:53 PM (UTC-05:00) Eastern Time (US & Canada)  
**To:** Ordcab, F (F.); Taylor, Alma (A.)  
**Cc:** [wengel8@yahoo.com](mailto:wengel8@yahoo.com)  
**Subject:** Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

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

**DEALER INFORMATION:**

**Dealership Fleet Name:** Larson Ford Inc

**Requesting Dealer Fleet:** larsen ford

**PA Code:** 20589

**Contact Person:** bill engelhardt

**Title:** foreman

**Phone Number:** 732 363 8100

**Fax Number:**

**Email:** [wengel8@yahoo.com](mailto:wengel8@yahoo.com)

**Region:** new york

**Address:** 1150 ocean ave

**City:** lakewood

**State:** New Jersey

**Zip Code:** 08701

**CUSTOMER VEHICLE INFORMATION:**

**Warranty Start Date:** 01/20/2017

**Vehicle Year:** 2017

**Vehicle Model:** explorer

**Vehicle VIN:** 1fm5k8d8xhg [REDACTED]

**Mileage:** 16209

**customer Fleet Name:** enterprise fleet

**Street Address:** [REDACTED]

**City :** st. louis

**State :** Missouri

**Zip Code :** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** new york

**DETAILS OF INCIDENT:**

**Medical Attention Sought:**

**Date of Incident:** 2017-08-22

**County incident occurred:** ocean county

**Is customer alleging a component defect CAUSED the incident?** YES

**Details:** fumes getting into vehicle causing headache and nausea

**Was a police report filed?** NO

**Details :**

**Has the insurance company been contacted?** YES

**Insurance company advised:**

**Insurance company contact information:** united pto drivers health

**Coach builder:**

**City :**

**State :**

**Zip Code :**

**Vehicle Location:** Lakewood nj

**Attorney information:**

**CVO Contact:**

**Resolution Customer is seeking:** repair

**Comments:** vehicle owned by enterprise fleet customer who has vehicle is driven by mrs. cotti phone #is 901 270 4369



Providing Insurance and Financial Services  
Home Office, Bloomington, IL



OGC Lit  
Product Claims

September 25, 2017

Ford Motor Company  
PO Box 70  
Dearborn MI 48121-0070

State Farm Claims  
PO Box 109171  
Atlanta GA 30349-6171

FORD MOTOR COMPANY  
OGC LIT  
SEP 22 2017  
OFFICE OF THE  
GENERAL COUNSEL

RE: Claim Number: [REDACTED]  
Date of Loss: August 03, 2017  
Our Insured: [REDACTED]  
File Number: [REDACTED]

To Whom It May Concern:

Please provide the contact name and number of the assigned handler for the above case number regarding the 2015 Ford Explorer (Vin #1FM5K7F82F [REDACTED]). This vehicle has been deemed a total loss as a result of the above captioned loss. However, based on the above captioned case number, we are withholding sale of the salvage to allow a vehicle inspection to complete your investigation.

Please contact our claims department to coordinate a State Farm representative to be present for the inspection. We will share where the vehicle is located as well as the lot number once we have the inspector information to move forward with the processing of this claim. Please advise when your handling is complete to move forward with the sale of the salvage as well as your findings.

Sincerely,

*Kim Franklin*  
Kim Franklin  
Claim Specialist  
(844) 292-8615 Ext. 303  
Fax: (855) 820-6318

State Farm Mutual Automobile Insurance Company

[REDACTED]  
FAYETTEVILLE, NC [REDACTED]

## Case Print Report

Case Number [REDACTED]

Case Opened Date 8/10/2017 2:19 PM

Case Closed Date 8/10/2017 2:25 PM

Case Status Resolved

Case Last Modified 8/10/2017 2:25 PM

Responsible Team Tier 1 Fleet

Case Classification Legal > Alleged Accident/Property Damage or Fire (visible flames) due to Product Defect > Insurance Company Contacted/ settlement > General/Other

Customer Name [REDACTED]

Customer Number [REDACTED]

FAYETTEVILLE NC [REDACTED]

Email [REDACTED]

Dealer [REDACTED]

VIN 1FM5K7F82F [REDACTED]

Year 2015 Make FORD

Model EXPLORER Body Style K7F - EXPLORER LIMITED FWJ 4-DR

Symptom

Level 1 Safe & Secure

Level 2 Smoke/Odor

Level 3 Exhaust

Level 4 OTHER

RECEIVED  
8/10/2017  
OFFICE OF THE  
GENERAL COUNSEL

## Case Print Report

Case Number [REDACTED]

Lorri Manning

8/10/2017 2:23 PM

Cust Says:

Veh was totaled after driver fell asleep.

Has the customer filed a claim with their insurance company? (Yes or No) Yes

•If YES, continue with remaining questions.

•If NO, advise customer to contact their insurance company (No further questions are needed an escalation to OGC will not occur).

•If customer does not have insurance, or is refusing to contact insurance - continue with remaining questions.

2. If a claim has been filed with their insurance company, what is the status of the claim? Veh was totaled & they will pay out.

3. Is the vehicle repairable? NO

4. Were any injuries sustained? If yes, provide the first and last name of all injured parties.  
Kelly Shoe

5. What are you seeking from Ford Motor Company? Would like to see about an independent investigation into whether an exhaust concern possibly caused his wife to pass out.

6. What was the date of the accident? 08/03/2017

7. What product defect is alleged to have caused the accident? Exhaust concern or leak

8. What is the city and state where the accident occurred? Stedman NC

9. Was a police report filed? Yes

10. If a police report was filed, what were the findings? Police report states she ran a red line & failed to stay in her lane.

Witnesses say she was unconscious when she went through the light.

11. What is the police report number and in what city and county was the report filed? Fayetteville - Cumberland County - Citation # [REDACTED]

12. What is the name and address of the customer's attorney (Ask this question only if the customer mentions they have sought/retained an attorney)?

13. What mailing address would you like our Office of General Council to send your written response to? (Document the full address)?

Fayetteville NC [REDACTED]

Cust Says, Dir Says:

CRC ADV: [REDACTED]

Your insurance company has the right to pursue claims for reimbursement against Ford. If they do pursue a claim against Ford, reimbursement will be between you and your insurance company.

---

## Case Print Report

Case Number [REDACTED]

[REDACTED] 9/25/2017 2:02 PM

CUST SAYS: Insurance company said that the veh is already totalled and thye are asking if ford will conduct investigation on the veh

PER CUST DLR SAYS:  
N/A

CRC ADVISED: Provided oge mailing address and fax number to the insurance company



SB LA

**Provosty, Sadler & deLaunay, APC**  
Attorneys and Counselors at Law

H. BRENNER SADLER<sup>1</sup>  
FREDERICK B. ALEXIUS  
JOSEPH J. BAILEY  
H. BRADFORD CALVIT  
CATHERINE G. BRAME  
JOHN D. RYLAND

934 THIRD STREET, SUITE 800  
P. O. BOX 1791  
ALEXANDRIA, LOUISIANA 71309-1791  
TELEPHONE (318) 445-3631  
TELEFAX (318) 445-0377  
WWW.PROVOSTY.COM

LEDoux R. PROVOSTY (1904-1967)  
RICHARD B. SADLER, JR. (1912-1990)  
LEDoux R. PROVOSTY, JR. (1930-1995)  
WILLIAM H. DELAUNAY, JR. (1928-2010)

JOSEPH R. MARTIN, OF COUNSEL

DAVID W. LAMBERT<sup>2</sup>  
DAVID T. MARLER  
ELI J. MEAD<sup>3</sup>  
JAMES W. STANDLEY, IV

<sup>1</sup>BOARD CERTIFIED IN TAXATION  
<sup>2</sup>ALSO ADMITTED IN TEXAS  
<sup>3</sup>ALSO ADMITTED IN MISSISSIPPI

September 26, 2017

CERTIFIED MAIL [REDACTED]

Ford Motor Company  
Customer Relationship Center  
Post Office Box 6248  
Dearborn, Michigan 48126

OGC Lit  
Consumer Claims

RE: Mr. [REDACTED]  
Ms. [REDACTED]  
Our Reference No. 274109  
2012 Ford Explorer 1FMHK7D84C [REDACTED]

Ladies and Gentlemen:

The above-referenced Mr. and Mrs. [REDACTED] have contacted this firm in connection with an issue they are experiencing relative to their 2012 Ford Explorer. Recently, Mrs. [REDACTED] began experiencing issues with carbon monoxide fumes entering into the cabin of the vehicle. Ms. [REDACTED] has indicated that she has learned that this is an issue common on vehicles of this make and model year. However, she has been told that, despite this apparent defect, no recall has been issued in this matter and that she will have to pay to attempt to resolve the issue. For this reason, it is asked that you contact the [REDACTED] regarding this matter, as this issue presents a significant safety concern.

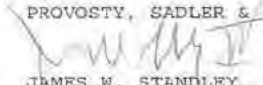
As this issue appears to be the result of a design flaw, it is further asked that the repairs needed to rectify this issue be covered by Ford. It is asked that you contact Mr. and Mrs. [REDACTED] within ten (10) days of the posting of this letter to arrange these repairs.

Should you wish to discuss this matter further, you may contact Mr. and Mrs. [REDACTED] directly at the address provided herein. Your courtesies are sincerely appreciated.

Thank you in advance for your cooperation in this matter.

Sincerely,

PROVOSTY, SADLER & deLAUNAY, APC

  
JAMES W. STANDLEY, IV

JWS/tb  
Enclosure  
cc: [REDACTED]

New Orleans, LA [REDACTED]