

10/27/2017 16:59

KIMMEL AND SILVERMAN

PAGE 01/07

TR PA

ROBERT M. SILVERMAN
CRARD THOR KIMMEL

- * Member PA Bar
- * Member NJ Bar
- * Member DE Bar
- * Member NY Bar
- * Member VA Bar
- * Member MD Bar
- * Member OH Bar
- * Member VA Bar
- * Member CT Bar
- * Member TX Bar
- * Member RI Bar
- * Member DC Bar
- * Member CA Bar
- * Member WI Bar
- * Member IL Bar



1-800-LEMON LAW
www.kimmelsilver.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 546-8888
F (215) 540-8817

WESTERN PA OFFICE, 100 Ross Street, Suite 130, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
 NEW JERSEY OFFICE, Executive Martini, 1730 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7144
 DELAWARE OFFICE, 101 Silverside Road, Suite 115, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-0476
 CONNECTICUT OFFICE, 136 Main Street, Suite 201, Danston, CT 06029, P (860) 866-4390, F (860) 245-0819
 NEW YORK OFFICE, 1001 Avenue of the Americas, 24th Floor, New York, NY 10018, P (212) 919-7563, F (877) 637-2515
 BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 232-6112, F (800) 863-1689
 PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

- JACQUELINE C. HERRITT
- ROBERT A. LARSON
- ANDREA K. INDIKOFF
- AMY L. BENDERSON CONROY
- CHRISTOPHER COMPTON
- JASON L. GREENBERG
- FRANCIS B. HARRIS
- STAN P. JORGAN
- BYRON PROBERT
- RACHEL W. MALL
- ROCHELLE E. STEVENSON
- JOSEPH S. HOFFMAN
- RICHARD J. ALBRITTON
- KAROLINA S. HERRITT

October 27, 2017

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

OCC Lit
Consumer Claims

Re: [REDACTED]
2017 Ford Explorer
VIN: 1FMSK8D87H0 [REDACTED]

Dear Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2017 Ford Explorer. I am enclosing the repair slips. As you can see, my client has returned to the dealership for problems with the vehicle.

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

I look forward to hearing from you.

Very truly yours,

Jacqueline C. Herritt

JCH/as
Attachments

LOT LOCATION:
CUSTOMER #:



INVOICE

FORD

540 SOUTHERN ARTERY P.O. BOX 690535
QUINCY, MA 02269
(617) 770-0070
www.quirkcars.com

WETMOUTH, MA
HOME:
BUS:

PAGE 1

SERVICE ADVISOR: 29647 GREGORY DAVIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BROWN	17	FORD EXPLORER	1FM5K8D87H		33/23		
IN SERV. DATE	PROD. DATE	DEL. DATE	PROMISED	PREP	RATE	PAYMENT	INV. DATE
29APR17 DD				17:00 01MAY17		CASH	02MAY17
R.O OPENED	READY	OPTIONS:					
09:30 01MAY17	17:31 02MAY17	ENG:3.5L TI-VCT V6 ENGINE TRN:6-SPEED AUTO TRANSMISSION					
LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL	

A THE PANIC BUTTOME HAS FALLEN OUT OF THE KEY FOB.

CAUSE: INSPECT

15607A PATS KEY - REPLACE (15K601/KEY) - L
9192 WP4
1 164-R7989 KEY
FC: L20 42
PART#: 15K601
COUNT:
CLAIM TYPE:
AUTH CODE:
9192

(N/C)
(N/C)

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

23 VERIFY PANIC BUTTON INOPERATIVE ON RKE TRANSMITTER. RUN OASIS FOR RELATED SYMPTOMS, NONE FOUND. PERFORM DIAGNOSTIC PINPOINT U. U1-YES, U2-YES, U3-YES, U4-YES, U5-NO. REMOVE AND REPLACE RKE TRANSMITTER PATS KEY. CUT AND PROGRAM 1 NEW PATS KEY. VERIFY REPAIR.

B CARPARKED OUT FRONT OF SERVICE WAITING AREA.

MEMO MEMO

9192 CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C SOLD ASAP PLEASE.

MEMO MEMO

9192 CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

COMPANY NAME WEAR CARE
COMPANY PHONE
POLICY NUMBER
POLICY TERM
EFFECTIVE DATE
DEDUCTIBLE

BOOK YOUR APPOINTMENT ON-LINE AT
www.quirkservice.com

DESCRIPTION	TOTALS
QUIRK AUTO BODY (617) 773-2040	
QUIRK RENT-A-CAR (617) 249-5702	
SERVICE CENTER GLASS (781) 849-1300	
COMMITTED TO CUSTOMER SATISFACTION	
LABOR AMOUNT	
PARTS AMOUNT	
GAS OIL LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
SALES TAX	
PLEASE PAY THIS AMOUNT	

LOT LOCATION:
 CUSTOMER #:



INVOICE

FORD

540 SOUTHERN ARTERY P.O. BOX 660535
 QUINCY, MA 02269
 (617) 770-0070
 www.quirkcars.com

NEYMOUTH, MA
 HOME
 BUS:

PAGE 2

SERVICE ADVISOR: 32647 GREGORY DAVIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BROWN	17	FORD EXPLORER	1FMSK8D87H		23/23		
IN SERV DATE	PROD DATE	DEL DATE	PROMISED	PREPARED	RATE	PAYMENT	INV DATE
29APR17 DD			17:00	01MAY17		CASH	02MAY17
R.O OPENED	READY	OPTIONS					
09:30	01MAY17	17:31 02MAY17	RNG-3.5L TI-VCT V6 ENGINE TRN:6-SPEED AUTO TRANSMISSION				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
MILEAGE LIMIT							
BEGIN MILES							
END MILES							
COMPONENTS							

11

We strive to provide the best service possible. If for any reason you are not completely satisfied with your service please contact our service manager Scott Simpson at 617-249-5707. We appreciate your business and look forward to seeing you soon

BOOK YOUR APPOINTMENT ON-LINE AT
www.quirkservice.com

	DESCRIPTION	TOTALS
QUIRK AUTO BODY (617) 773-2040	LABOR AMOUNT	0.00
	PARTS AMOUNT	0.00
QUIRK RENT-A-CAR (617) 249-5702	GAS OIL LUBE	0.00
	SUBLET AMOUNT	0.00
SERVICE CENTER GLASS (781) 549-1300	MISC CHARGES	0.00
	TOTAL CHARGES	0.00
COMMITTED TO CUSTOMER SATISFACTION	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	0.00

LOT LOCATION
CUSTOMER #:



540 SOUTHERN ARTERY - P.O. BOX 690535
QUINCY, MA 02269
(617) 770-0070
www.quirkcars.com

INVOICE

PAGE 1

SERVICE ADVISOR: 29663 BRUCE GRAY

WEYMOUTH, MA
HOME:
BUS:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BROWN	17	FORD EXPLORER	1FMSK8D87H		5486/5486		
IN SERV. DATE	PROD. DATE	DEL. DATE	PROMISED	PREPARED	RATE	PAYMENT	INV. DATE
29APR17 DD			7:00	27SEPT			03OCT17
R.O. OPENED		READY	OPTIONS: S				
07:45	27SEPT17	11:28	03OCT17	TRN: 4-SPEED AUTO TRANSMISSION			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A Works Fuel Saver Package- which includes: oil and filter change up to 5 quarts of Motorcraft oil, set tire pressure, inspect brakes & rotate tires.							
WRKS Works Fuel Saver Package- which includes: oil and filter change up to 5 quarts of Motorcraft oil, set tire pressure, inspect brakes & rotate tires.							
				29655	CP	16.51	16.51
				1	AASZ*6714*A FILTER ASY - OIL	7.98	5.99
				6	XO*5W20*BSP OIL - ENGINE	3.49	20.94
PARTS:	26.93	LABOR:	16.51	OTHER:	0.00	TOTAL LINE A:	43.44
5486 WRKS COMPLETE							

B PERFORMED COMPLETE MULTI-POINT INSPECTION ALONG WITH MAINTENANCE SERVICE							
99P PERFORMED COMPLETE MULTI-POINT INSPECTION ALONG WITH MAINTENANCE SERVICE							
				29655	CP	0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00
5486 MPI COMPLETE							

C CUSTOMER STATES THAT SHE HAS SMELT EXHAUST IN THE CABIN SOMETIMES WHEN THE A/C IS ON ALSO WHEN GIVING GAS UP A HILL, CUSTOMER STATES THAT SHE WILL GET LITE HEADED AND HAS A HARD TIME BREATHING

CAUSE: INSPECT
INSPECT PLEASE INSPECT THE FOLLOWING:
29655 WP4 (N/C)

RC: PART#: COUNT:
CLAIM CODE:
AUTH CODE:
29655

PARTS: 0.00
5486 COULD NOT DUPLICATE

BOOK YOUR APPOINTMENT ON-LINE AT www.quirkservice.com

TOTAL LINE C: 0.00

DESCRIPTION	TOTALS
QUIRK AUTO BODY (617) 773-2040	LABOR AMOUNT
QUIRK RENT-A-CAR (617) 249-5702	PARTS AMOUNT
SERVICE CENTER GLASS (781) 849-1300	GAS, OIL, LUBE
COMMITTED TO CUSTOMER SATISFACTION	SUBLET AMOUNT
	MISC. CHARGES
	TOTAL CHARGES
	SALES TAX
	PLEASE PAY THIS AMOUNT

EXCLUSION OF WARRANTIES
Any warranties on the parts and accessories are made by the manufacturer. The purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with respect to the parts and/or accessories purchased and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The purchaser further agrees that no warranties excluded by dealer include, but are not limited to, any warranties that such parts or systems will perform with reasonable safety, efficiency, or comfort.

LIMITED LABOR WARRANTY
The repair facility warrants that the labor used in performing the repairs listed on this repair order for a period of 90 days or 4,000 miles (whichever comes first) from the date such repairs were completed if our repair or replacement falls in normal service within that period, with the exception of charge parts and labor.

DISPOSAL OF HAZARDOUS WASTE
The State of Massachusetts requires that all hazardous waste (Oil, Solvents, Ant-Freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflect our conformity to state law in addition to our concern for the preservation of the environment.

LOT LOCATION:
CUSTOMER #:

QUIRK FORD

540 SOUTHERN ARTERY - P.O. BOX 890535
QUINCY, MA 02269
(617) 770-0070
www.quirkcars.com

+INVOICE*

PAGE 2

WEYMOUTH, MA
HOME
BUS:

SERVICE ADVISOR: 29663 BRUCE GRAY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BROWN	17	FORD EXPLORER	1FM5K8D871		5486/5486		
IN SERV. DATE	PROD. DATE	DEL. DATE	PROMISED	PREPARED BY	RATE	PAYMENT	INV. DATE
29APR17 DM			17:00 27SEP17			CASH	03OCT17
A.C. OPENED	READY	OPTIONS:					
07:45 27SEP17	11:28 03OCT17	ENG:3.5L TI-VCT V6 ENGINE TRN:6-SPEED AUTO TRANSMISSION					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
D							

D CUSTOMER STATES THAT THERE IS NO SOUND COMING FROM THE NAV SYSTEM, ALSO SOMETIMES THE NAV WILL TURN OFF AND ON WHEN DRIVING

CAUSE: INSPECT
INSPECT PLEASE INSPECT THE FOLLOWING:
29655 WP4 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
29655

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:	0.00
--------	------	--------	------	--------	------	---------------	------

E VEHICLE WHILE CAR IS BEING WORKED ON AT THE QUIRK FORD DEALERSHIP

CAUSE: RENTAL VEHICLE WHILE CAR IS BEING WORKED ON AT THE QUIRK FORD DEALERSHIP
99 WP4 (N/C)
COUPON ESP COUPON
29655 CP -63.75 -63.75
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
29655

SUBL SNAPDRAGON RENTAL AGREEMENT#70998	WP4	(N/C)
--	-----	-------

SUBL SNAP DRAGON RENTAL	CP	63.75	63.75
-------------------------	----	-------	-------

PARTS:	0.00	LABOR:	-63.75	OTHER:	63.75	TOTAL LINE E:	0.00
--------	------	--------	--------	--------	-------	---------------	------

WASTE DISPOSAL CHARGE 1.75

BOOK YOUR APPOINTMENT ON-LINE AT www.quirkservice.com

DESCRIPTION	TOTALS
QUIRK AUTO BODY (617) 773-2040	LABOR AMOUNT
QUIRK RENT-A-CAR (617) 249-6702	PARTS AMOUNT
SERVICE CENTER GLASS (781) 849-1300	GAS, OIL, LUBE
COMMITTED TO CUSTOMER SATISFACTION	SUBLET AMOUNT
	MISC. CHARGES
	TOTAL CHARGES
	SALES TAX
	PLEASE PAY THIS AMOUNT

EXCLUSION OF WARRANTIES
The purchaser understands and agrees that dealer makes no warranty of any kind, express or implied, and disavows all warranties, including warranties of merchantability, of fitness for a particular purpose, with regard to the parts and/or accessories purchased, and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The purchaser further agrees that the warranties excluded by dealer include, but are not limited to, any guarantee that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its system to perform with reasonable safety, efficiency, or comfort.

"LIMITED LABOR WARRANTY"
The repair facility guarantees the labor used in performing the repairs listed on this repair order for a period of 90 days or 4,000 miles (whichever comes first) from the date such repairs were completed, if our repair or replacement fails in normal service within that period, we'll fix it free of charge parts and labor.

DISPOSAL OF HAZARDOUS WASTE
The State of Massachusetts requires that all hazardous waste (oil, solvents, antifreeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects our conformity to state law in addition to our own policy for the preservation of the environment.

LOT LOCATION:
CUSTOMER #:

QUIRK FORD

540 SOUTHERN ARTERY - P.O. BOX 690535
QUINCY, MA 02289
617 770-0070
www.quirkcars.com

INVOICE

PAGE 3

ADDRESS:
HOME:
BUS:

SERVICE ADVISOR: 29663 BRUCE GRAY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAI	
BROWN	17	FORD EXPLORER	1FMSX8D87H		5495/5486		
IN SERV. DATE	PROD. DATE	DEL. DATE	PROMISED	PREPARED BY	RATE	PAYMENT	INV. DATE
29APR17			17:00	27SEP17		CASH	03OCT17
RO/OPENED	READY	OPTIONS	SOLD				
07:45	27SEP17	11:28	03OCT17	ENG:3.5L TI-VCT 190 ENGINE			
				TRN:6-SPEED AUTO TRANSMISSION			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
					TBD		
POLICY NUMBER							
POLICY TERM							
EFFECTIVE DATE 25 APR 2017							
DEDUCTIBLE 0.00							
MILEAGE LIMIT							
BEGIN MILES 11							
END MILES							
COMPONENTS							

We strive to provide the best service possible. If for any reason you are not completely satisfied with your service please contact our service manager Patrick Owen at 617-249-5707. We appreciate your business and look forward to seeing you soon.

CASH	CHECK
AMT	MC
AMT	DISC
INITIALS	DATE 10/3

BOOK YOUR APPOINTMENT ON-LINE AT
www.quirkservice.com

	DESCRIPTION	TOTALS
QUIRK AUTO BODY (617) 773-2040	LABOR AMOUNT	-47.24
QUIRK RENT-A-CAR (617) 249-5702	PARTS AMOUNT	26.93
SERVICE CENTER GLASS (781) 649-1300	GAS OIL LUBE	0.00
COMMITTED TO CUSTOMER SATISFACTION	SUBLET AMOUNT	63.75
	MISC. CHARGES	1.79
	TOTAL CHARGES	45.19
		0.00
	SALES TAX	1.69
	PLEASE PAY THIS AMOUNT	

EXCLUSION OF WARRANTIES
Any warranties on the parts and accessories sold hereby are made by the manufacturer. The purchaser understands and agrees that dealer makes no warranty of any kind, express or implied, on, including all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to its parts and/or accessories purchased, and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arise out of such purchase. The purchaser further agrees that the warranties excluded by dealer include, but are not limited to, any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

LIMITED LABOR WARRANTY
The repair facility guarantees the labor used in performing the repairs listed on this retail order for a period of 90 days or 4,000 miles (whichever comes first from the date such repairs were completed). If our repair or replacement fails in normal service within that period, we'll fix it free + charge parts and labor.

DISPOSAL OF HAZARDOUS WASTE
The State of Massachusetts requires that all hazardous waste (oil, antifreeze, automotive fluids) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects our responsibility to state law in addition to our concern for the preservation of the environment.

CUSTOMER #:



2000 Washington Street · Hanover, MA 023
www.Jannell.com · 781-982-4500

INVOICE

PAGE 1

WEYMOUTH, MA
HOME:
BUS:

SERVICE ADVISOR: 6926 SHAON L SIMPSON

COLOR	TRIM	WORKBOOK	VIN	LICENSE	MI/AGE IN/OUT	TA	
GOLD	17	FORD EXPLORER	1FM5K8D87HC		6127/6127		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	P2 NO.	RATE	PAYMENT	INV. DATE
19OCT17 DE			WAIT 19OCT17		139.00	CASH	19OCT17
R.O. OPENED	READY	OPTIONS					
10:55 19OCT17	17:09 19OCT17						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							

CUSTOMER STATES THE VEH HAS A EXHAUST ODER THAT COMES IN WHEN THE VEH IS UNDER HEAVY ACCCEL FROM THE VENTS CHECK AND ADVISE EXHAUST EXHAUST

4822 GARDINER, MATTHEW LIC#: S80279860

- 1 FB5Z*7829164*AA MOULDING (N/C)
- 1 FB5Z*7829165*AA MOULDING (N/C)
- 1 4L3Z*1B203A16*AA INSULATOR - DOOR OUTER PANEL (N/C)
- 1 TA*2*B ADHESIVE (N/C)

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

Found TSB 17-0044 in relation to exhaust odor entering cabin under heavy accel. Followed recommended procedure as outlined by TSB. Reprogrammed HVAC module with latest calibration, verified correct operation of HVAC system following reprogram. Inspected rear of vehicle around tailgate, bumper, underside and tail lamps for bad seals, missing inserts, and gaps. Sealed any necessary concerns as directed by TSB. Reinstalled all removed body components.

B FORD VEHICLE REPORT CARD AND MULTI-POINT INSPECTION
99P FORD VEHICLE REPORT CARD AND MULTI-POINT INSPECTION

4822 GARDINER, MATTHEW LIC#: S80279860

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

C** NAV CUTS OUT MIDWAY TO DESTINATION AND GOES BLACK INTERMITT

34 34 ELECTRICAL SYSTEMS:

4822 GARDINER, MATTHEW LIC#: S80279860

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

Followed SSM 46814 in regards to intermittent black screen. Checked SYNC software against most recent available software, found an update available. Followed procedure for updating SYNC software, followed

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE:	DESCRIPTION	TOTALS
I hereby authorize the repair work herein to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereon.	LABOR AMOUNT	
DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.	PARTS AMOUNT	
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.	GAS, OIL, LUBE	
	SUBLET AMOUNT	
	MISC. CHARGES	
	TOTAL CHARGES	
	LESS INSURANCE	
	SALES TAX	
	PLEASE PAY THIS AMOUNT	

202-990-5760 603-667-1882

Jannell of Hanover



2000 Washington Street - Hanover, MA 02339
www.Jannell.com · 781-982-4500

CUSTOMER # [REDACTED]

INVOICE

VEYMOUTH, MA

PAGE 2

HOME

SUS:

SERVICE ADVISOR: 6926 SHAWN L SIMPSON

CL	VIN	LICENSE	MILEAGE IN / OUT	TAG
SOLD	17 FORD EXPLORER	1FMSK9D87H	6127/6127	[REDACTED]
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO
19OCT17	DD		WAIT 19OCT17	
R.O. OPENED	READY	OPTIONS	EN	
10:55	19OCT17	17:09	19OCT17	

LINE	OPCODE	TRCH	TYPE	HOURS	LIST	NET	TOTAL
guidelines set by SSM, OASIS and IDS to complete update to APIM software. Verified correct operation of navigation and touch screen after successful software update.							

 WE WANT TO MAKE SURE THAT YOU ARE *COMPLETELY SATISFIED* WITH THE SERVICE PERFORMED ON YOUR VEHICLE. IF YOU CANNOT ANSWER ALL SURVEY QUESTIONS WITH EXCELLENT OR STRONGLY AGREE PLEASE CONTACT SHAWN HILLEGASS @ 781-982-4545 24MONTH-UNLIMITED MILE WARRANTY ON CERTAIN CUSTOMER PAID REPAIRS - 12/12 ON OTHERS



TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

NO RETURN ON ELECTRICAL, OR SAFETY ITEMS OR SPECIAL ORDERS.

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

CUSTOMER SIGNATURE

10/27/2017 16:59 2155408817
 11:40 PM Promised:WAI 25OCT17

KIMMEL AND SILVERMAN

PAGE 07/07

INVOICE

PAGE 1

**Herb Chambers
 Ford of Braintree**

75 Granite Street, Rte. 128 - Exit 6
 Braintree, MA 02184
 781-848-1900
 www.herbchambers.com



Our Other Ford Location:
 Herb Chambers Ford of Westborough
 310 Turnpike Road, Rte. 9
 Westborough, MA 01581
 508-366-8311

CUSTOMER NO	SERVICE ADVISOR	TAD NO.	INVOICE DATE
	780 ROBERT R ANDREWS	13179	25 Oct 2017
WEYMOUTH, MA 0	VEHICLE IDENTIFICATION	SALES PERIOD	WAR EXP.
	17 FORD EXPLORER	29 Apr 2017	
	1FMSK8D8	25 Oct 2017	
	COMMENTS		
	ENG:3.5 Liter Ti-VCT 7		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL	
A	C/S:	NAV SYSTEM SHUTS DOWN AND LEAVES HER STRANDED. C/S MAY BE LOOSE						
		WIRE OR REPROGRAM						
		85 DEFAULT						
		1534 CP				0.00	0.00	
	PARTS:	0.00 LABOR:	0.00 OTHER:	0.00	TOTAL LINE A:		0.00	
		CHECK OPERATION-OK. CHECK FOR UPDATES-NONE. CAR HAS LATEST CALIBRATION. OPERATING AS DESIGNED AT THIS TIME						

B	C/S:	EXHAUST FUME SMELL INSIDE VEHICLE INTERMITTENTLY.						
		CAUSE:						
		85 ACCESSORIES						
		1534 CP				0.00	0.00	
	PARTS:	0.00 LABOR:	0.00 OTHER:	0.00	TOTAL LINE B:		0.00	
		CHECK MESSAGES FOR CONCERN. CAR HAS HAD RESEALING DONE ELSEWHERE. ROAD TEST-OK NO PROBLEM FOUND AT THIS TIME						

C		MULTI-POINT INSPECTION SHEET PERFORMED						
		99P MULTI-POINT INSPECTION SHEET PERFORMED						
		1534 CPT				0.00	0.00	
	PARTS:	0.00 LABOR:	0.00 OTHER:	0.00	TOTAL LINE C:		0.00	

		WAIT CREATED 2017-10-17						
		01:38:00PM TAKEN BY JEN NIPER						
		DECENZO						
		THANK YOU, WE APPRECIATE YOUR BUSINESS !!!						
		MATTHEW DOW						
		SERVICE MANAGER						
		IF YOU HAVE ANY QUESTIONS OR COMMENTS PLEASE						
		CALL 781-848-1900						

<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK CK NO. 1	
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	
<input type="checkbox"/> AMEX	<input type="checkbox"/> CHARGE	<input type="checkbox"/> OTHER
THANK YOU FOR CHOOSING HERB CHAMBERS FORD OF BRAintree		
CUSTOMER'S INITIALS		DESCRIPTION
Environmental compliance		TOTALS
Federal and state laws require that all hazardous waste (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed provider in an environmentally safe manner. Any charges for environmental compliance reflect our compliance to Federal and state law in addition to our concern for the preservation of the environment.		LABOR AMOUNT \$ 0.00
		PARTS \$ 0.00
		SALES TAX \$ 0.00
		SALES TAX \$ 0.00
		SALES TAX \$ 0.00
		SALES TAX \$ 0.00
		SALES TAX \$ 0.00
		SALES TAX \$ 0.00
		SALES TAX \$ 0.00
		PLEASE PAY THIS AMOUNT \$ 0.00

LOT LOCATION:
CUSTOMER #

QUIRK

FORD

540 SOUTHERN ARTERY P.O. BOX 590535
QUINCY, MA 02269
(617) 773-0070
www.quirkcars.com

INVOICE

PAGE 1

SERVICE ADVISOR: 29667 MELLISSA COLLIN

WEYMOUTH, MA
HOME
BUS:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BROWN	17	FORD EXPLORER	1FMSK8D87		6776/6776		
IN SERV. DATE	PROD. DATE	DEL. DATE	PROMISED	PREPARED BY	RATE	PAYMENT	INV. DATE
29APR17 DE			17:00 06NOV17			CASH	06NOV17
R.O. OPENED	READY	OPTIONS:					
09:28 06NOV17	11:50 06NOV17	ENG:3.5L I1-VCT V6 ENGINE TRN:6-SPEED AUTO TRANSMISSION					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES THAT SHE SMELLS EXHAUST MOSTLY WHEN ACCELERATION. SEE JON RYDINGS

CAUSE: INSPECT

RECALL RECALL 17N03

29395 WP4 (N/C)
29728 WP4 (N/C)
2 CK4Z*13014*B INSULATOR - TUNNEL (N/C)
3 4M8Z*54290B62*A VALVE ASY - AUTO DRAIN (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

29395

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
6776 PERFORMED OPEN RECALL 17N03.

COMPANY NAME WEAR CARE
COMPANY PHONE
POLICY NUMBER TBD
POLICY TERM
EFFECTIVE DATE 29 APR 2017
DEDUCTIBLE 0.00
MILEAGE LIMIT
BEGIN MILES 11
END MILES
COMPONENTS

BOOK YOUR APPOINTMENT TODAY!
We strive to provide the best service possible. If for any reason you are not completely satisfied with your service please contact our service manager Patrick Owen at 617-249-5707.
We appreciate your business and look forward to seeing you soon.
www.quirkcars.com

	DESCRIPTION	TOTALS
QUIRK AUTO BODY (617) 773-2040	LABOR AMOUNT	0.00
QUIRK RENT-A-CAR (617) 249-5702	PARTS AMOUNT	0.00
SERVICE CENTER GLASS (781) 849-1300	GAS OIL LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC CHARGES	0.00
	TOTAL CHARGES	0.00

EXCLUSION OF WARRANTIES
Any warranty on the parts and accessories sold hereby are made by the manufacturer. The purchaser understands and agrees that Quirk makes no warranty, either oral or written, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased, and that in no event shall Quirk be liable for incidents or consequential damages of any nature or kind arising out of such purchase. The purchaser further agrees that the warranties excluded to dealer include, but are not limited to, any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle to which they are applied to perform as its manufacturer's safety structure, as defined.

LIMITED LABOR WARRANTY
The repair facility guarantees the labor used in performing the repair listed on this repair order for a period of 90 days or 4,000 miles (whichever comes first). This warranty does not apply while completed. If the repair or replacement fails in normal service within that



Case Print Report

Case Number [REDACTED]

Case Opened Date 8/10/2017 10:46 AM

Case Closed Date 8/10/2017 10:50 AM

Case Status Resolved

Case Last Modified 8/10/2017 10:50 AM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Repair Assistance > Has not been to dealer

Customer Name [REDACTED]
[REDACTED]
[REDACTED]

MANISTEE

MI

Email [REDACTED]

Dealer

VIN

Year 2017

Make FORD

Model EXPLORER

Body Style ANY BODY (TEMP FOR BROCHURES)

Symptom

Level 1 Safe & Secure

Level 2 Smoke/Odor

Level 3 OTHER

Level 4 OTHER

Case Print Report

Case Number [REDACTED]

Agent Name	Note Created On
Chrystal Mabini	8/10/2017 10:50 AM

CUST SAYS:

he bought a 2017 ford explorer about 8 months ago. he has been getting headaches. 2 to 3 weeks ago he has been driving, and he saw the news few days after that. he there is a lot of people having problems with carbon monoxide. he is very concern driving the car.

PER CUST, DLR SAYS:

na

CRC SAYS:

I recommend that your vehicle be inspected by a Ford dealership to determine the cause of any symptoms your vehicle may be experiencing. If there is no coverage under applicable warranties or other programs, repairs and services would be your responsibility. Your next step is to make an appointment with your servicing dealership to have your vehicle diagnosed.

Case Print Report

Case Number



Activity Mo By	Modified	Activity Type	Activity Subject
Chrystal Mabini	8/10/2017 10:50 AM	fmc_closecase	Close Case
Chrystal Mabini	8/10/2017 10:50 AM	incidentresolution	Case Resolution



2

SB



KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW

www.lemonlaw.com

CORPORATE HEADQUARTERS

30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

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

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Chery Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9375, F (302) 791-9476

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

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14205, P (716) 332-6112, F (800) 863-1689

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT
ROBERT A. BARKIN
ANGELA K. TROCCOLI
AMY L. PRINCEOFF GINSBURG
W. CHRISTOPHER COMPTON
JASON L. ORSKOV
SHANNON R. HARKINS
CHAD P. DOMAN
RYAN FITZGERALD
RACHEL M. MALL
RACHEL R. STEVENS
JOSEPH C. HOEFFEL
RICHARD J. ALFANSSO
KARLEM R. SEITZELIN

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

* Member, PA Bar
* Member, NJ Bar
* Member, DE Bar
* Member, NY Bar
* Member, MA Bar
* Member, MD Bar
* Member, OH Bar
* Member, NY Bar
* Member, CT Bar
* Member, TN Bar
* Member, WI Bar
* Member, DC Bar
* Member, CA Bar
* Member, WI Bar
* Member, FL Bar

November 2, 2017

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

Re:

2016 Ford Explorer
VIN: 1FM5K8B82C

OGC Lit
Consumer Claims

Dear Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2016 Ford Explorer. I am enclosing the contract, registration, and repair slips. As you can see, my client has returned to the dealership for problems with the vehicle.

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

I look forward to hearing from you.

Very truly yours,

Jacqueline Herritt

JCH/as
Attachments



[REDACTED]

PL [REDACTED] VIN: 1FMSK8882G [REDACTED] 12/2018
 FOR 2018 WAGON WHITE XPL WC:8

[REDACTED] PASSENGER 08
 3807 PACIFIC AVE UNIT-21 DL:F4508 74066 03575
 MARGATE NJ 08402 INITIAL PT:PA
 EQ:8 FEE: 311.00 BM RG20153570099

Chapman Ford Sales, Inc. DBA Chapman Ford Volkswagen

9371 Roosevelt Boulevard, Philadelphia, PA 19114
(215) 698-7000 • Fax (215) 698-2576

www.chapmanautogroup.com • www.chapmancars.com



DEAL #: 2017030
CUST #:

PLEASE ENTER MY ORDER FOR THE FOLLOWING				DATE: 11/03/2017	
<input checked="" type="checkbox"/> NEW or <input type="checkbox"/> USED <input type="checkbox"/> DEMO <input type="checkbox"/> CARGO <input type="checkbox"/> TRUCK <input type="checkbox"/> PRIOR USE:					
YR.	MAKE	MODEL	TYPE		
2016	FORD	TRUCK EXPLORER	4DR BASE		
COLOR	TRIM	MILEAGE	CITY	STATE	
OXFORD WHT	TRIM LT CAM	79	MARGATE CITY	NJ	
VIN					
FH5K8B82G					
ENG TO					
WELLS FARGO BANK N A					
PO BOX 53439 PHOENIX					
AZ 85072-3439				AMOUNT: 27,333.69	
IN 72				MONTHLY PAYMENTS OF \$ 410.48 EACH	
STARTING st				DAY OF JANUARY YEAR 2016	
STOCK NO.		SALESMAN			
01074X		JAMES G S EVENSON			
DESCRIPTION OF TRADE IN #1					
YR.	MAKE	MODEL	TYPE		
2014	FORD	TRUCK EXPLORER	4DR XLT 4	SALE PRICE 33567.00	
COLOR	TRIM	MILEAGE			
	CLT		REBATE 750.00		
VIN				TRADE 26750.70	
FH5K8D86E					
TITLE NO.	PLATE NO.	EXP. DATE			
BALANCE 6066.30					
DESCRIPTION OF TRADE IN #2					
YR.	MAKE	MODEL	TYPE		
				WARRANTY 2350.00	
COLOR	TRIM	MILEAGE			
VIN				AFTERSALE N/A	
TITLE NO.	PLATE NO.	EXP. DATE			
TAXABLE BALANCE 8416.30					
SALES TAX 2537.69					
LUXURY TAX N/A					
NAME OF AGENT				PHONE	
ADDRESS					
POLICY NUMBER				COLLISION DEDUCTIBLE N/A	
INSURANCE CO.				SPOKE WITH	
EFFECTIVE DATE				EXP. DATE	
				VERIFIED BY	
WARRANTY INFORMATION					
<input type="checkbox"/> FACTORY WARRANTY - The manufacturer's warranty consists of of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.					
<input type="checkbox"/> USED CAR WARRANTY - Used car is covered by a limited warranty retailed in a separate document. You may obtain a full copy of any applicable warranty from us.					
<input type="checkbox"/> AS IS - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY (EITHER EXPRESSED OR IMPLIED). THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR					
PURCHASER'S SIGNATURE X					
USED CAR BUYER'S GUIDE THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE					
AMOUNT DUE 679.00				TOTAL 38383.69	
LESS DEPOSIT WITH ORDER				N/A	
LESS AMOUNT FINANCED				27077.60	

ADDITIONAL TERMS AND CONDITIONS

- These definitions apply to this Agreement.
 - "Dealer" "us" "our" and "we" mean or refer to the authorized Dealer named on the front of this Agreement and who becomes a party to this Agreement by accepting it.
 - "Buyer" and "you" mean or refer to the party executing this Agreement as such.
 - "Manufacturer" means the corporation that manufactured the Vehicle.
 - "Vehicle" is the vehicle or chassis that is the subject of this Agreement.
 - "Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.
- We are not the Manufacturer's agent. You and we are the sole parties to this Agreement. References in this Agreement to Manufacturer are for the purpose of describing certain contractual relationships between the Manufacturer and us relating to new vehicles.
- We may charge the cash delivered price of the Vehicle before it is delivered to you. We may only do this if the increase is because a law or regulation of the United States or Pennsylvania is passed which (a) requires the addition of new equipment to vehicles of the series and body type of the Vehicle; (b) changes transportation costs or existing tax rates; or (c) if the Vehicle is a foreign-made vehicle, is due to a revaluation of the United States dollar vis-à-vis the currency of the country of manufacture. If we do, you may cancel this Agreement. If you cancel, we will return any Trade-in to you, unless we have sold it. You agree to pay reasonable storage and repair charges. If we have sold the Trade-in, we will pay you the sales price, less a sales commission of 15% and any expense in storing, insuring, conditioning or advertising it for sale.
- If you don't deliver your Trade-in to us until we deliver the Vehicle to you, we will reappraise the Trade-in at the time, subject to applicable law. The reappraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, you may cancel this Agreement. You must exercise your right to cancel before we deliver the Vehicle to you and you surrender the Trade-in to us.
- You agree to give us satisfactory evidence of title to any Trade-in when you deliver it to us. You warrant any Trade-in to be your property. You warrant that the Trade-in is free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title. You represent that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in unless you have noted other mileage on this Agreement. You authorize us to rely on this representation in entering into this transaction. If you provide false information, you will repurchase the related trade-in from us for the full price allowed to you plus all costs we incur in resolving this matter including but not limited to reconditioning costs, legal fees, court and collection costs.
- If you fail or refuse to accept delivery of the Vehicle or comply with this Agreement, we may keep as liquidated damages any cash deposit you made, to the extent not prohibited by law. We may reimburse ourselves for any expenses and losses we incur or suffer as a result of your failure or refusal. Such expenses and losses may include our reasonable attorneys' fees. This section doesn't apply if you cancel this Agreement under section 2 or 3.
- The Manufacturer may change the design of any vehicle, chassis, accessories, or parts at any time without notice and without obligation. The Manufacturer may also make the same or any similar change upon any vehicle, chassis, accessories, or parts already bought by or shipped to us or being manufactured or sold in accordance with our orders. If the Manufacturer makes such a change, we have no obligation in you to make the same or any similar change in the Vehicle or its parts either before or after we deliver the Vehicle to you.
- We aren't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence.
- The Vehicle price includes reimbursement for Federal Excise taxes. The Vehicle price doesn't include sales taxes, use taxes or occupational taxes based on sales volume, (federal, state or local) unless expressly so stated. You agree to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.
- If the Agreement shows a charge for Credit Insurance, this paragraph applies. The Credit Insurance provision in any retail installment contract you later sign related to this Agreement will apply. If such insurance is wholly or partly unavailable under the designated policy, we will deduct the applicable part of the Credit Insurance charge shown in this Agreement and the related finance charge from the Total Time Balance. If such insurance does not become effective, we will notify you of that fact. This Agreement and any related retail installment contract you sign shall otherwise remain fully effective, to the extent provided by applicable law.
- You agree to sign such agreements or documents as we may require to effect the terms and conditions of payment shown in this Agreement.
- Payoff information shown on the front of this Agreement is provided by you and/or your lienholder. Should the actual payoff(s) be less, we will refund the difference to you. If the payoff(s) is more, you agree to remit the difference to us within three business days of notification of the difference.
- This Agreement is an agreement to buy the Vehicle. If there is an Unpaid Balance, your obligation to buy and our obligation to sell the Vehicle are expressly conditioned upon you obtaining financing for the Unpaid Balance. You have two business days from the date of this Agreement to obtain such financing. If you pay us with a check that is dishonored or unpaid for any reason, you will be deemed to have not obtained financing.

THE BUYER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

(Must Be Accepted By An Authorized Representative of the Dealer)

MANAGER'S APPROVAL _____

CO-BUYER SIGNS X _____

BUYER SIGNS X _____

DATE _____

DATE 1/30/2015

BUYER HAS READ ALL PARTS AND CONDITIONS IN THIS AGREEMENT.

BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.

CANCELLATION TO DEALER. A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THE AGREEMENT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF THIS AGREEMENT IS NOT BINDING UPON EITHER DEALER OR BUYER UNTIL SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THE AGREEMENT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. BUYER, BY SIGNING THIS AGREEMENT, ACKNOWLEDGES THAT HE HAS READ THE TERMS AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT. BUYER AGREES THAT THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK SIDE HEREOF, THAT THIS AGREEMENT CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT INCLUDING OTHER AGREEMENTS, AND AS OF THE DATE BELOW COMPLETES, WITH ANY RETAIL INSTALLMENT SALE CONTRACT, THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTER COVERED BY THIS AGREEMENT.

11/09/2017 17:11 2155408817 KIMMEL AND SILVERMAN PAGE 04/12

10550.00 CASH DUE ON DELIVERY

10550.00 CASH DUE ON DELIVERY

amount of \$10,550.00, you shall, at our option, forfeit, as damages the delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit, as damages the amount of \$10,550.00.

BUYER'S SIGNATURE X _____

PURCHASER'S SIGNATURE X _____

**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**

Dealer Number _____ Contract Number _____

Buyer Name and Address MARGATE CITY PHILA	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller, Creditor (Name and Address) CHAPMAN FORD SALES, INC 5371 ROOSEVELT BLVD PHILADELPHIA PA 19114
---	---	--

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	Mfg Gross Vehicle Weight	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2016	FORD TRU EXPLORER	N/A	1FN5K8B92G	<input type="checkbox"/> Personal, family, or household unless otherwise indicated below. <input type="checkbox"/> business <input checked="" type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL 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
1.99%	\$ 1720.87	\$ 27833.69	\$ 29554.56	\$ 40854.56

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	410.48	Monthly beginning 01/01/2016
N/A	N/A	N/A

Or As Follows: N/A

Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% of the part of the payment that is late.

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 (Seller may keep part of the amounts paid to others.)

1 Cash Price	\$ 33567.00
Vehicle	\$ N/A
Accessories and Installation	\$ 2537.03
Government Taxes	\$ N/A
Vehicle Delivery	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A

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. 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 Disability Buyer Co-Buyer Both
 Premium:
 Credit Life \$ N/A
 Credit Disability \$ N/A
 Insurance Company Name N/A
 Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability 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 pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions.

Other Optional Insurance

N/A N/A

to N/A for N/A
to N/A for N/A
to N/A for N/A

\$ N/A
\$ N/A
\$ N/A
\$ 36104.69 (1)

2 Total Downpayment

Trade-In 2014 FORD TRUCK EXPLORER
Trade-In 2014 FORD TRUCK EXPLORER (Model)
Gross Trade-In Allowance \$ 26750.70
Less Pay Off Made By Seller \$ 26750.70
Equals Net Trade In \$ 0.00
+ Cash \$ 10550.00
+ Other RETAIL CASH \$ 750.00

(If total downpayment is negative, enter "0" and see 4H below)

3 Unpaid Balance of Cash Price (1 minus 2)
4 Other Charges Including Amounts Paid to Others on Your Behalf
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies
Life Term N/A \$ N/A
Disability Term N/A \$ N/A

\$ 11300.00 (2)
\$ 24804.69 (3)

B Other Optional Insurance Paid to Insurance Company or Companies
(Describe) N/A Term N/A \$ N/A
(Describe) N/A Term N/A \$ N/A

C Official Fees Paid to Government Agencies
to N/A for N/A \$ N/A
to STATE OF PA for TIRE TAX \$ 5.00
to STATE OF PA for TEMP AG \$ 28.00

D Optional Gap Contract \$ N/A
E Government Taxes Not Included In Cash Price \$ N/A

F Government License and/or Registration Fees
REG \$ 427.00

G Government Certificate of Title Fees
(Includes \$ N/A security interest recording fee) \$ 85.00

H Other Charges (Seller must identify who is paid and describe purpose)
to N/A for Prior Credit or Lease Balance \$ N/A
to CHAPMAN FORD SAL for DOC FEE \$ 134.00
to FORD ESP for WARRANTY PROGRAM \$ 2350.00
to N/A for N/A \$ N/A
to N/A for N/A \$ N/A
to N/A for N/A \$ N/A
to N/A for N/A \$ N/A
to N/A for N/A \$ N/A
to N/A for N/A \$ N/A
to N/A for N/A \$ N/A
to N/A for N/A \$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 3029.00 (4)
5 Amount Financed (3 + 4) \$ 27833.69 (5)
6 Finance Charge \$ 1720.87 (6)
7 Total of Payments-Time Balance (5 + 6) \$ 29554.56 (7)

type of insurance term
Premium \$ N/A
Description of Coverage N/A

Insurance Company Name N/A
Home Office Address N/A

N/A Term N/A
Type of Insurance Term
Premium \$ N/A
Description of Coverage N/A

Insurance Company Name N/A
Home Office Address N/A

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

X N/A N/A
Buyer Signature Date

X N/A N/A
Co-Buyer Signature Date

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

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

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

Term N/A Mos. N/A
Name of Gap Contract

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

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

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

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 are bound by the terms and conditions of the contract. **OTHER IMPORTANT AGREEMENTS**

11/03/2017 17:11

2155408817

Credit life insurance and credit disability insurance are

you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs [Redacted] Co-Buyer Signs X N/A. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others. You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities. See back for other important agreements.

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

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

Buyer Signs X [Redacted] Date 11/30/15 Co-Buyer Signs X N/A Date N/A

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

Buyer Signs X [Redacted] Date 11/30/15 Co-Buyer Signs X N/A Date N/A

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

Other owner signs here X N/A Address N/A
Seller Signs CHAPMAN FORD SALES, INC. Date 11/30/15 By X Title

Seller assigns its interest in this contract to WELLS FARGO BANK N A (Assignee) under the terms of Seller's agreement(s) with Assignee.
 Assigned with recourse Assigned without recourse Assigned with limited recourse
Seller CHAPMAN FORD SALES, INC. By [Signature] Title

ILAW FORM NO. 559-PA (REV. 12/14) U.S. PATENT NO. 6,410,732
©2014 The Reynolds and Reynolds Company TO ORDER: www.rysonline.com 1-800-344-2000; 1-800-631-6025
THIS PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

CUSTOMER/TRUTH IN LENDING COPY

CHAPMAN SALES, INC.
CHAPMAN AUTO STORE
 16700 Horse Pike
 TWP., NEW JERSEY 08234
 (609) 646-2000



Motorcraft
 QUALITY PARTS FOR QUALITY CARS

www.chapmanautogroup.com

www.chapmanford.net
 www.chapmannj.com

www.chapmanautogroup.com

CELL: [REDACTED]

CUSTOMER NO.	VEFORIA ECHEVARRI	1893	TAX ID	[REDACTED]	DATE	07/05/17
LEASER RATE	NET GDD	MILEAGE	38,235	ONE	ORD WHT/	X16050
167 FORD TRUCK/EXPLORER/4DR 4WD BASE	DELIVER	DATE	12/03/15	DELIVERY MILE		
167 FORD TRUCK/EXPLORER/4DR 4WD BASE	16731	VEHICLE NO.	[REDACTED]	PRODUCTION DATE		
RT. & INC.	P.O. NO.				06/27/17	
BUSINESS PHONE	COMMENTS					MO--34

COMPLETE MULTI POINT INSPECTION - FACTORY MAINTENANCE
 SCHEDULE REVIEWED
 COMPLETE MULTI POINT INSPECTION PERFORMED. FACTORY
 REQUIRED MAINTENANCE REVIEWED WITH CUSTOMER

DISCLAIMER OF WARRANTIES
 The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
						0.00
			JOB # 1 TOTAL PARTS			0.00
			JOB # 1 TOTAL LABOR & PARTS			0.00

PERFORM THE WORKS
 39.95+TX
 WORKS PACKAGE- OIL AND FILTER CHANGE- TIRE ROTATION-
 COMPLETE 25 PT VEHICLE INSPECTION- TIRE INSPECTION
 SET PRESSURE- CHECK AND TOP OFF ALL FLUIDS

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
JOB # 2	1	FL-500-SB12	FILTER ASY - 0	8.69	6.00	6.00
JOB # 2	6	XO-5W20-BSP	5W20 MOTORCRAF	2.55	2.55	15.30
			JOB # 2 TOTAL PARTS			21.30
			JOB # 2 TOTAL LABOR & PARTS			59.95

NUMBER 16B32
 ELECTRONIC THROTTLE BODY REPLACEMENT
 REPLACED ELECTRONIC THROTTLE BODY :

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE	WARRANTY
JOB # 3	1	AT42-9E926-B	THROTTLE BODY			0.00	
			JOB # 3 TOTAL PARTS			0.00	
			JOB # 3 TOTAL LABOR & PARTS			0.00	

C.S AT HIGH WAY SPEEDS THERE IS A EXHAUST SMELL PRESENT :
 IT ACUTALLY CAUSES HIM TO GET A HEADACHE : C.S WHILE DRIVING
 THROUGH THE CITY HE IS OKAY NO SMELL ONLY AT HIGH WAY SPEEDS
 DIAG 64.95+ TX OR \$100.00 DEDUCTIBLE
 CHECKED FOR EXHAUST SMELL VERIFIED : PERFORMED TSB 16-0166
 PROCEDURE 1
 REMOVED REAR BUMPER FOR ACCESS , RESEAL REAR BODY SEAMS
 REPLACED GRILLE VENTS LOCATED ON THE QUARTER PANELS
 REPLACED HATCH DRAIN COVERS REPROGRAM THE HVAC MODULE ,
 RECHECK . PASSED . OKAY .

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE	WARRANTY
JOB # 4	2	BB5Z-61280B62-B	GRILLE ASY - V				WARRANTY
JOB # 4	1	F85Z-7829164-AA	MOULDING				WARRANTY
JOB # 4	1	F85Z-7829165-AA	MOULDING				WARRANTY
JOB # 4	3	4M9Z-54280B62-A	VALVE ASY - NU				WARRANTY

IMPORTANT
 You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grade the "Completely Satisfied" on each question, please contact your service manager. Thank You. CHAPMAN AUTO GROUP

Page 1 of 3

RD CHAPMAN FORD SALES, INC.
 Where the Quality Counts
AUTO STORE
 1600 Horse Pike
 BARCLAY TWP, NEW JERSEY 08234
 (908) 646-2000



Motorcraft
 QUALITY PARTS FOR QUALITY CARS
 E-Mail: jbr@chapmanautogroup.com
 LINCOLN MERCURY

www.chapmanford.net
 www.chapmannj.com

www.chapmanautogroup.com

CELL [REDACTED]

CUSTOMER NO. [REDACTED]	VICTORIA ECHEVARRI	1893	DOB: 07/05/17
[REDACTED]	ADDRESS: KILGORE	MILEAGE: 38,235	DELIVERY: OXFORD WHT/ X16050
UNIT 21 MARGATE, NJ	16/FORD TRUCK/EXPLORER/4DR 4WD BASE	DELIVERY: 12/03/15	DELIVERY MILES
[REDACTED]	IDENTIFICATION NO: K 8 B 8 2 G [REDACTED]	6331	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	F.O. NO.	R: 06/27/17

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 4	1	TA-2-B	ADHESIVE			0.00
JOB # 4 TOTAL PARTS						0.00
JOB # 4 TOTAL LABOR & PARTS						0.00

DISCLAIMER OF WARRANTIES
 The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

RENTAL
 LOANER OUT 6/30 AT 1PM
 FUSION ;
 LOANER RETURNED 7/5 PM

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

TIRE TREAD WEAR CHECKED, TIRES WEARING OK AT THIS TIME.

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

MISC	CODE	DESCRIPTION	CONTROL NO	PRICE	WARRANTY
JOB # A	100	SHOP SUPPLIES - SERVICE		1.00	
JOB # 2	1AA2	DPS DIRECT MAIL COUPONS		-20.00	
JOB # 4	150	ESP/POWERTRAIN DED. (CUSTOMER)	491271	100.00	
JOB # 5	TAP	TAP LOANER	491271	81.00	
TOTAL - MISC					

COMMENTS: X0730WRYL4:BDG-APPT created 2017-06-23 12:24:00pm taken by Salma.K

SPOKE TO CUSTOMER 6/27 ADVISED OVER NIGHT (OKAY TO THURSDAY)
 SPOKE TO CUSTOMER 6/28 ADVISED RECALLS COMPLETED, TSB FOR ODOOR
 ISSUE: POSSIBLE REPAIR TO GO INTO FRIDAY. CONTACT CUSTOMER WHEN
 COMPLETED.

SPOKE TO CUSTOMER 7/3; CUSTOMER TO PICK VEHICLE UP 7/5 AFTERNOON

IMPORTANT
 You will receive a
 quality outline from the
 manufacturer in the
 next few weeks. If for any reason
 you cannot grade us "Completely
 Satisfied" on each question,
 please contact your
 Service Manager.
 Thank You,
 CHAPMAN AUTO GROUP

For the most up-to-date information, please call 800-333-3333

CHAPMAN SALES, INC.

QUALITY Where the Quality Continues

1000 Horse Pike
LITTLETON TOWNSHIP, NEW JERSEY 08234
(909) 646-2000



www.chapmanford.net
www.chapmannj.com

www.chapmanautogroup.com

CELL: [REDACTED]

OUTCOMER NO.	VICTORIA ECHEVARRI 1893	FACT:	07/28/17
LADDER RATE	R12600	RELEASE	39,658 OXFORD WH/ X16050
LSA FORD TRUCK/EXPLORER/4DR 4WD BASE	DEL: 12/03/15	DELIVERY MILES	
11 E M S K 8 B 8 2 G G	16331	PRODUCTION DATE	
DATE NO.		DATE NO.	07/24/17
BUSINESS PHONE	COMMENTS	MO:	

LABOR & PARTS

COMPLETE MULTI POINT INSPECTION - FACTORY MAINTENANCE
SCHEDULE REVIEWED
COMPLETE MULTI POINT INSPECTION PERFORMED. FACTORY
REQUIRED MAINTENANCE REVIEWED WITH CUSTOMER

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
			JOB # 1 TOTAL PARTS		0.00	
			JOB # 1 TOTAL LABOR & PARTS		0.00	

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

IMPORTANT

You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grace us "Completely Satisfied" on each question, please contact your service manager. Thank You. CHAPMAN AUTO GROUP

C.S THE EXHAUST SMELL IS STILL PRESENT ; YOU CAN NOW SMELL IT AT 40-50MPH ; IT ALMOST SEEMS WORSE
REFERENCE # 24244858 ; APPROVAL CODE ESPAI32296;
CAUSAL PART : 61280B62
PERFORM TSB : 17-0044 ;
LAST VISIT TSB 16-0166 WAS PERFORMED AND CUSTOMERS CONCERN REMAINED. PERFORMED PROCEDURE NUMBER 2 IN TSB #17044;
PERFORMED ONLINE DIAGNOSTIC FOR CURRENT/UPDATED TSB AND RETRIEVE RVC CODE RP44WJ7CNRPHY; FOR REPLACEMENT OF MUFFLER ASSEMBLY :
REPLACE MUFFLER AND PIPE FOR EXHAUST SYSTEM WITH UPDATED MUFFLER TIPS AS PER TSB AND RESEAL ANY OTHER AREAS OF CONCERN AND RECHECK , PASS .

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	F85Z-5230-B	MUFFLER ASY -			0.00
			JOB # 2 TOTAL PARTS			0.00
			JOB # 2 TOTAL LABOR & PARTS			0.00

IT WAS OUR PLEASURE TO PROVIDE YOU WITH SUBSTITUTE TRANSPORTATION DURING YOUR SERVICE VISIT AT NO CHARGE.
LOANER OUT : 7/24 PM 1
LOANER RETURNED : 7/28 PM

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

MISC	CODE	DESCRIPTION	CONTROL NO.	WARRANTY
JOB # 2	TAP	TAP LOANER	492856	WARRANTY
JOB # 3	TAP	TAP LOANER	492856	WARRANTY
		TOTAL - MISC		0.00

COMMENTS
DROP 7/24 AT 4:24PM
REFERENCE NUMBER 24244858 ; APPROVED : APPROVAL CODE ESPAI32296
VEHICLE COMPLETED LATE 7/27 ;

For the customer STATE BUSINESS PHONE (909) 646-2000 (A31) (R)

CHAPMAN SALES, INC.
QUALITY Where the Quality Counts
AUTO STORES



Motorcraft
 QUALITY PARTS FOR QUALITY CARS

E-Mail: jba@chapmanautogroup.com
 LINCOLN MERCURY

www.chapmanford.net
 www.chapmanj.com

www.chapmanautogroup.com

CELL [REDACTED]

CUSTOMER NO. [REDACTED]	VICTORIA ECHEVARRI 1893	TAX NO. [REDACTED]	INVOICE # 107/28/17
[REDACTED]	LABOR RATE \$12.00	MILEAGE 39,658	OXFORD WHI/ X180050
MARGATE CITY, NJ	2017 FORD F150 TRUCK/EXPLORER/4DR 4WD BASE		DATE 12/03/15
[REDACTED]	1414 MS K 8 B 8 2 G G	[REDACTED]	16881 DEALER NO. PREVIOUS DATE
[REDACTED]	P.O. NO.	P.O. NO.	07/24/17
[REDACTED]	BUSINESS PHONE	COMMENTS	MO: [REDACTED]

COMMENTS: INVOICED AND CONTACTED CUSTOMER 7/28 ; SPOKE TO MR FINLEY AT SAM VEHICLE COMPLETED CUSTOMER TO PICK UP AFTER WORK ;

TOTALS: ***** PLEASE CHECK THE APPROPRIATE PAYMENT METHODS *****
 * CASH [] CHECK [] CHECK # [] *
 * VISA/MC [] AMEX [] DISCOVER [] *
 * A/R CUSTOMER [] *
 * CASHIERS INITIALS [AO] DATE 7/28/17 *
 * SERVICE HRS 7:30 AM - 6:00 PM MON - FRI *
 * SATURDAYS FROM 8:00 A.M. - 2:00 P.M. *
 ***** 609 . 646 . 2000 *****

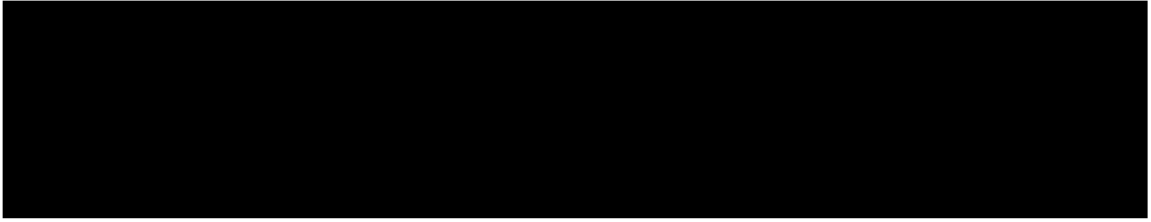
TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG....	0.00
TOTAL MISC DISC....	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE \$	0.00

DISCLAIMER OF WARRANTIES
 The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

CUSTOMER SIGNATURE



For Rhode Island State Business Forms (800) 779-6666 (3/11)





Service of Process

Transmittal

11/07/2017

CT Log Number [REDACTED]

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

RE: Process Served in Pennsylvania

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED] and Sherry Lynn Rosenberry, Ptf's. vs. Ford Motor Company, Dft.

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

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

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2013 Ford Explorer, VIN: 1FMSK7D950 [REDACTED]

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

DATE AND HOUR OF SERVICE: By Certified Mail on 11/07/2017 postmarked on 11/03/2017

JURISDICTION SERVED: Pennsylvania

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

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

ACTION ITEMS: CT has retained the current log. Retain Date: 11/07/2017, Expected Purge Date: 11/12/2017
Image SOP
Email Notification, Chris Dzbanski cdzbanski@ford.com
Email Notification, Mary Ann MacKinon mmackin1@ford.com

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

CERTIFIED MAIL



7017 1070 0000 7492 0759

U.S. POSTAGE
210 10002 \$007.02⁰
02 27 0000951300 NOV 03 2017

First Class Mail


KIMMEL & SILVERMAN
 PC
 30 East Butler Pike, Ambler, PA 19002

TO:

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



ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

Member, PA Bar
Member, NJ Bar
Member, DE Bar
Member, NY Bar
Member, MA Bar
Member, MD Bar
Member, OH Bar
Member, NY Bar
Member, CT Bar
Member, TN Bar
Member, NY Bar
Member, DC Bar
Member, CA Bar
Member, WI Bar
Member, FL Bar



KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS

30 E. Butler Pike
Ambler, PA 19002
P (215) 545-1884
F (215) 545-8817

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 584-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08002, P (856) 429-8334, F (856) 216-7344
DELAWARE OFFICE, 501 Silverdale Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danbury, CT 06239, P (860) 866-4380, F (860) 263-0919
NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 714-7343, F (877) 617-2515
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 400, Buffalo, NY 14209, P (716) 332-6112, F (716) 863-1681
PLEASE REPLY ALL CORRESPONDENCE TO THE AMBLER OFFICE

November 2, 2017

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

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

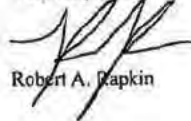
RE: **C [REDACTED] and Sherry Lynn Rosenberry v Ford Motor Company
October Term 2017, No. 004079**

Dear Sir/Madam:

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

Please refer the attached to the legal department. **Note:** A responsive pleading is due 20 days after the receipt of the Complaint.

Very truly yours,



Robert A. Rapkin

RAR\bb

MACQUELINE C. HARRY
ROBERT A. RAPKIN
ANGELA S. PROKOPEWICZ
AMY L. EDENCOFF GINSBURG
W. CHRISTOPHER COOPERSON
MARTIN L. COLLIERE
SHANNON R. HARRISON
CHRIS P. DONAHY
RYAN PFEIFFER
RACHEL M. HALL
KATHERINE STEVENS
JOSEPH C. MOFFET
RICHARD J. ALBRITTON
KARIM E. SHAFIQ

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

OCTOBER 2017

PLAINTIFF'S NAME [REDACTED]	DEFENDANT'S NAME FORD MOTOR COMPANY
PLAINTIFF'S ADDRESS SHIPPENSBURG PA [REDACTED]	DEFENDANT'S ADDRESS C/O CT CORPORATION SYSTEM 116 PINE STREET SUITE 120 HARRISBURG PA 17101
PLAINTIFF'S NAME [REDACTED]	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS SHIPPENSBURG PA [REDACTED]	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS 2	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition Action <input type="checkbox"/> Transfer From Other Jurisdictions <input type="checkbox"/> Notice of Appeal
AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other	<input type="checkbox"/> Motion For <input type="checkbox"/> Savings Action <input type="checkbox"/> Petition <input type="checkbox"/> Commerce <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> Settlement <input type="checkbox"/> Minors <input type="checkbox"/> W/D/Survival
CASE TYPE AND CODE 10 - CONTRACTS OTHER		
STATUTORY BASIS FOR CAUSE OF ACTION		
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO
FILED PROPROTHY NOV 02 2017 K. EDWARDS		

TO THE PROTHONOTARY:
 Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: GARY W ROSENBERY , SHERRY L ROSENBERY
 Papers may be served at the address set forth below.

NAME OF PLAINTIFF/PETITIONER/APPELLANT'S ATTORNEY ROBERT A. RAPKIN	ADDRESS 30 EAST BUTLER PIKE AMBLER PA 19002
PHONE NUMBER (215) 540-8888	FAX NUMBER (215) 540-8817
SUPREME COURT IDENTIFICATION NO. 61628	E-MAIL ADDRESS rarpbillyefile@lemonlaw.com
SIGNATURE OF FILING ATTORNEY OR PARTY ROBERT RAPKIN	DATE SUBMITTED Thursday, November 02, 2017, 01:02 pm

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd, 5th fl. at 09:15 AM - 08/09/2018
You must still comply with the notice below. USTED TODAVIA DEBE CUPLIR CON EL AVISO PARA DEFENDERSE.
This matter will be heard by a panel of Arbitrators at the time, date and place specified above. If the Plaintiff is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial de novo or appeal from a decision entered by a Judge.

30 East Butler Pike
Harrisburg, PA 17107
(215) 540-8888

THIS IS AN ARBITRATION MATTER. A RECORD OF THE MATTER. A RECORD OF THE DAMAGES BEING REQUESTED. 02 NOV 2017 01:02 pm



COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

[Redacted]
Shippensburg, PA
v.
FORD MOTOR COMPANY
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

**NOTICE TO DEFEND
CODE: 1900**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta presentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso u notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
PHILADELPHIA, PA 19107
TEL.FONO: 215-238-1701**



Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFFS

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.

[REDACTED]
Shippensburg, PA

v.

FORD MOTOR COMPANY
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

NOTICE TO DEFEND
CODE: 1909

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEFONO: 215-238-1701

Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFFS

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.

[REDACTED]
Shippensburg, PA [REDACTED]

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

v.

FORD MOTOR COMPANY
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

COMPLAINT
CODE: 1900

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

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about May 18, 2013, Plaintiffs purchased a used 2013 Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FM5K7D95D [REDACTED].

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$29,541.25. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. The first documented warranty repair attempt is believed to have occurred on or before June 06, 2013, when the vehicle odometer showed 3,835 miles. On that date, repair attempts were made to the fuel odor when starting the vehicle. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

11. The second documented warranty repair attempt is believed to have occurred on or before September 25, 2013, when the vehicle odometer showed 9,078 miles. On that date, repair attempts were made to the exhaust fume odor inside the vehicle at idle. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

12. The third documented warranty repair attempt is believed to have occurred on or before January 09, 2014, when the vehicle odometer showed 12,025 miles. On that date, repair attempts

were made to the exhaust fume odor at idle. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

13. The fourth documented warranty repair attempt is believed to have occurred on or before May 21, 2014, when the vehicle odometer showed 15,765 miles. On that date, repair attempts were made to the noise in the right front area over bumps and fuel odor inside the vehicle at idle. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

14. The fifth documented warranty repair attempt is believed to have occurred on or before February 24, 2016, when the vehicle odometer showed 30,568 miles. On that date, repair attempts were made to the ongoing exhaust fume odor. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "F".

15. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq.

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

25. As a direct and proximate result of Defendant's failure to comply with the express written warranties, the Defendant has breached said warranties, has violated the Magnuson-Moss Warranty Improvement Act, the Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), the Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

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

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

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

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

30. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT II
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

32. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

33. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

34. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

35. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

36. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi) Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;

(xvii) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

37. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.


38. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

39. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

40. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.


WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages

KIMMEL & SILVERMAN, P.C.

By: 
ROBERT A. RAIZKIN, ESQUIRE
Attorney for Plaintiffs
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

VERIFICATION

Robert A. Rapkin, states that he is the attorney for the Plaintiffs herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiffs



PARSONS INTERSTATE FORD, LLC.

196 Walnut Bottom Rd.
Shippensburg, PA 17257
Phone: 717-532-8888

www.parsonsiinterstateford.com

[REDACTED]		VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.	
SHIPPENSBURG PA [REDACTED] 7		1PMSK7D95D [REDACTED]	3835	06/07/13	[REDACTED]	
		YEAR	MAKE	MODEL	COLOR	
		13	FORD	EXPLORER X	GRAY	
COST NO. LICENSE		STOCK NO.	PROD. DATE	SERV. ADV.	TERMS	
[REDACTED]		[REDACTED]	00/00/00	63	CASH	
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV. DATE	
91.95	00/00/00		3835	06/06/13	00/00/00	
YOU WILL BE RECEIVING A SURVEY FROM FORD. IF YOU ARE UNABLE TO STATE COMPLETELY SATISFIED PLEASE CONTACT			THE SERVICE MANAGER WITH ANY QUESTIONS OR CONCERNS. THANK YOU! BOBBY MILLER			
LINE	OP CODE	FAIL CD	TECH	HOURS/QT	TYPE	AMOUNT
A	Com Customer states WHEN THE CAR IS STARTED WARM THERE IS A FUEL SMELL					
	Cau UNABLE TO DUPLICATE CONCERN AT THIS TIME, RECALL PARTS HAVE BEEN ORDER					
	Cor ED, WILL CALL WHEN THEY COME IN					
	M		A65			Line Total.....
B	Com PERFORM MULTI-POINT INSPECTION					
	= PERFORM MULTI-POINT INSPECTION			M99P	A65	
	= BATTERY CHECKED AND OK AT THIS TIME.			GBATT	A65	
	= CHECKED AND OK, DISC 5MM OR 7/32ND -			GBK	A65	
	DRUM OVER 2MM OR 3/32ND					
	= CHECKED AND OK 7/32 OR GREATER.			GTIRE	A65	
	M99P		A65			Line Total.....
C	Com CHANGE OIL AND FILTER, RESET OIL REMINDER					
	Cor CHANGED OIL AND FILER					
	LOP		A65		C	10.45
	FL 910 S				C	7.76
CUSTOMER COPY - PAGE 01						
STATEMENT OF DISCLAIMER						
THIS FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS FORD/VEHICLE. YOU SHALL HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HAS ASSUMED AND AUTHORIZED ANY OTHER PERSON TO ACT FOR IT AND COLLECTIBLE WITH THE SALE OF THIS FORD/VEHICLE.						
CUSTOMER SIGNATURE				<div style="border: 2px solid black; padding: 5px; display: inline-block;"> PLAINTIFF'S EXHIBIT B </div>		
DEALER, ORIGINAL SIGNATURE OR AUTHORIZED PERSON (DATE)						



PARSONS INTERSTATE FORD, LLC.
 196 Walnut Bottom Rd.
 Shippensburg, PA 17257
 Phone: 717-532-8888

www.parsonsinterstateford.com

SHIPPENSBURG PA		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	
		1FMSK7D95DC		9080	09/27/13	
YEAR	MAKE	MODEL	COLOR	INV. NO.		
13	FORD	EXPLORER X	GRAY	00000		
STOCK NO.		PROD. DATE	SERV. ADV.	TERMS		
		00/00/00	63	CASH		
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV. DATE	
91.95	00/00/00		9078	09/25/13	00/00/00	
YOU WILL BE RECEIVING A SURVEY FROM FORD, IF YOU ARE UNABLE TO STATE COMPLETELY SATISFIED PLEASE CONTACT				THE SERVICE MANAGER WITH ANY QUESTIONS OR CONCERNS. THANK YOU! BOBBY MILLER		
LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
A	Com Customer states AT AN IDLE THEY SMELL EXHAUST FUMES INSIDE THE CAR, A/C IS OFF					
Cor	ROAD TEST TO VERIFY CUSTOMERS CONCERN, RAN OASIS FOUND TSB 12-24-4 EXHAUST ODOR IN VEHICLE. REMOVED AND REPLACED BUMPER COVER ASSEMBLY TO REPLACE LEFT SIDE RAR AIR EXTRACTOR. INSTALL NEW DRAIN VALVE IN SACH OF THE TWO DRAIN HOLES ON THE RIGHT AND LEFT SIDE OF THE LIFTGATE. DROPPED EXHAUST SYSTEM TO SEAL UNDERBODY SEAMS PER TSB. REINSTALLED EXHAUST. TEST DROVE OK					
Ford Motors Data						
ClmTyp: 11		CstCrn: E41	Millnd: N	CondCd: 07	ManRev: N	HidInd: N
= NOT AVAILABLE				1.90	121204A	A85
121204A		A85				
X	BB5Z	61280B62	A GRILLE - AIR	1	W	
	BB5Z	7829164	AA MOULDING	1	W	
	BB5Z	7829165	AA MOULDING	1	W	
	4M8Z	54280B62	A VALVE ASY -	1	W	
	IA	2	ADHESIVE	1	W	
	OSP	3M	UNDERCOAT	1	W	
Line Total.....						
B	Com PERFORM MULTI-POINT INSPECTION					
	= PERFORM MULTI-POINT INSPECTION					
				M99P		A85
CUSTOMER COPY - PAGE 01						
STATEMENT OF DISCLAIMER						
ALL FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS VEHICLE. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OTHER THAN THOSE ON THE VEHICLE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF GOODS FOR A PARTICULAR PURPOSE, SELLER FITNESS, SELLER OR MANUFACTURER OR OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE.						
CUSTOMER SIGNATURE			SELLER SIGNATURE OR AUTHORIZED POWER OF ATTORNEY			

PLAINTIFF'S EXHIBIT
 C



PARSONS INTERSTATE FORD, LLC.
 196 Walnut Bottom Rd.
 Shippensburg, PA 17257
 Phone: 717-532-8888

www.parsonsiinterstateford.com

SHIPPENSBURG PA		VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO	
		1FM5K7D95D	12025	01/10/14		
YEAR	MAKE	MODEL	COLOR	MILEAGE		
13	FORD	EXPLORER X	GRAY	12025		
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	
					00/00/00	
				SERV. ADV.	TERMS	
				178	CASH	
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
91.95	00/00/00		12025	01/09/14	00/00/00	
YOU WILL BE RECEIVING A SURVEY FROM FORD. IF YOU ARE UNABLE TO STATE COMPLETELY SATISFIED PLEASE CONTACT			THE SERVICE MANAGER WITH ANY QUESTIONS OR CONCERNS. THANK YOU! BOBBY WIGLER			
LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QT	TYPE	AMOUNT
A	Com Customer states SMELLS EXHAUST FUMES AT IDLE WARM					
	Cor FORD IS WORKING ON THIS CONCERN					
			A85			
Line Total.....						
B	Com CHANGE OIL AND FILTER, RESET OIL REMINDER					
	Cor LOF					
	LOF		A85		C	10.45
		FL 910 S		1	C	7.76
		XO 5W30 BSP OIL - ENGINE		6	C	20.16
Code	Misc Charge	Inv#/Info	Days	Hours		
OTH	MISC CHARGE				1.0 C	1.45
Line Total.....						39.82
C	Com PERFORM MULTI-POINT INSPECTION					
	= PERFORM MULTI-POINT INSPECTION					M99P A85
	= BATTERY CHECKED AND OK AT THIS TIME.					GBATT A85
	= CHECKED AND OK, DISC 5MM OR 7/32ND -					GBR A85
	DRUM OVER 2MM OR 3/32ND					
	= CHECKED AND OK 7/32 OR GREATER.					GTIRE A85
CUSTOMER COPY - PAGE 01						
STATEMENT OF DISCLAIMER <small>THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE MAKE BY THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES (EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY DISCLAIMS ANY WARRANTIES, BUY OTHER PARTS TO ASSURE FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.</small>						
CUSTOMER SIGNATURE			SERVICE MANAGER OR AUTHORIZED PERSON (DATE)			

ALL-STATE LEGAL
 PLAINTIFF'S EXHIBIT
 D



PARSONS INTERSTATE FORD, LLC.

196 Walnut Bottom Rd.
 Shippensburg, PA 17257
 Phone: 717-532-8888

www.parsonsiinterstateford.com

[REDACTED]		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.
SHIPPENSBURG PA [REDACTED]		1FM5K7D95D [REDACTED]		12025	01/10/14	[REDACTED]
YEAR	MAKE	MODEL	COLOR	TAG NO.		
13	FORD	EXPLORER X	GRAY	[REDACTED]		
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	00/00/00	178
TERMS		CASH				
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	RELEASE IN	DATE IN	IN-SERV. DATE	
91.95	00/00/00		12025	01/09/14	00/00/00	
YOU WILL BE RECEIVING A SURVEY FROM FORD. IF YOU ARE UNABLE TO STATE COMPLETELY SATISFIED PLEASE CONTACT				THE SERVICE MANAGER WITH ANY QUESTIONS OR CONCERNS. THANK YOU! BOBBY MILLER		
LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
	M99P		A85			
Line Total.....						
D						
Com ROTATE TIRES, CHECK TIRE WEAR AND ADJUST TIRE PRESSURES						
Cor ROTATE TIRES						
	RT		A85		C	18.95
Line Total.....						18.95
Labor						29.40
Parts						27.92
Coupon/Credit						2.79-
Sales Tax						3.36
Misc Charge						1.45
TOTAL-CUST-CRCARD						59.34
CUSTOMER COPY - PAGE 02						
STATEMENT OF DISCLAIMER						
<small>THE FACTORY WARRANTY COVERS ALL OF THE MAJOR ITEMS WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY ASSUMES NO AUTHORITY ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.</small>						
CUSTOMER SIGNATURE				SIGNER, DEALER, GENERAL MANAGER OR ACTIVITIES PERSON (DATE)		



PARSONS INTERSTATE FORD, LLC.
 196 Walnut Bottom Rd.
 Shippensburg, PA 17257
 Phone: 717-532-8888

www.parsonsinterstateford.com

SHIPPENSBURG		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	
PA		1FM5K7D95D		15766	05/22/14	
YEAR	MAKE	MODEL		COLOR		
13	FORD	EXPLORER X		GRAY		
CLASS	MAKE	MONTH	YEAR	STOCK NO.	PROD. DATE	SERV. ADV.
					00/00/00	63
						CASH
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
91.95	00/00/00		15765	05/21/14	00/00/00	
YOU WILL BE RECEIVING A SURVEY FROM FORD. IF YOU ARE UNABLE TO STATE COMPLETELY SATISFIED PLEASE CONTACT				THE SERVICE MANAGER WITH ANY QUESTIONS OR CONCERNS. THANK YOU! BOBBY MILLER		
LINE	OP. CODE	FAIL-CD	TECH.	HOURS/DIY	TYPE	AMOUNT
C *						
Com Customer states THERE IS A NOISE IN THE RIGHT FRONT OVER BUMPS						
Cor found rf sway bar link loose ordered part						
						Line Total.....
D *						
Com Customer states THERE ARE GAS FUMES INSIDE THE CAR AT IDLE WHEN THE PAN IS RUNNING						
Cor could not verify cked oasis no ssms or tsds						
						Line Total.....
						Labor 15.55
						Parts 24.56
						Sales Tax 2.49
						Misc Charge 1.45
						TOTAL-CUST-CRCARD 44.05
CUSTOMER COPY - PAGE 02						
STATEMENT OF DISCLAIMER						
THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE						
CALL OF THIS ITEM/FORM. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL						
WARRANTIES IF THEY EXPOSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF						
MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE						
SPECIFICALLY AUTHORIZED BY OTHER PERSONS TO ASSUME FOR IT ANY LIABILITY						
CONNECTED WITH THE SALE OF THIS ITEM/ITEMS.						
CUSTOMER SIGNATURE				PLAINTIFF'S EXHIBIT		
				2		
				ORIGINAL NUMBER OR APPROVED PERIOD: (DATE)		



PARSONS INTERSTATE FORD, LLC.

196 Walnut Bottom Rd.
Shippensburg, PA 17257
Phone: 717-532-8888

www.parsonsiinterstateford.com

[REDACTED]		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.
[REDACTED]		1FM5K7D95L [REDACTED]		15766	05/22/14	[REDACTED]
SHIPPENSBURG PA [REDACTED]		YEAR	MAKE	MODEL	COLOR	
[REDACTED]		13	FORD	EXPLORER X	GRAY	
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV. TERMS
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	00/00/00	63 CASH
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV. DATE	
91.95	00/00/00		15765	05/21/14	00/00/00	
YOU WILL BE RECEIVING A SURVEY FROM FORD. IF YOU ARE UNABLE TO STATE COMPLETELY SATISFIED PLEASE CONTACT				THE SERVICE MANAGER WITH ANY QUESTIONS OR CONCERNS. THANK YOU! BOBBY MILLER		
LINE	OP. CODE	FALL-CD	TECH.	HOURS/QT	TYPE	AMOUNT
A *	Com OIL AND FILTER CHANGE ROTATE TIRES AND BRAKE INSPECTION TEST BATTERY CHECK FILTERS CHECK BELTS AND HOSES TOP OFF FLUIDS.					
Cor	WORKS PACKAGE					
	WORKS		A89		C	15.55
		FL 910 S		1	C	7.76
		XO 5W20 BSP OIL - ENGINE		5	C	16.80
Code	Misc Charge	Inv#/Info	Days Hours			
OTH	MISC CHARGE				1.0 C	1.45
Line Total.....						41.56
B *	Com PERFORM MULTI-POINT INSPECTION					
	= PERFORM MULTI-POINT INSPECTION				M99P	A89
	= BATTERY CHECKED AND OK AT THIS TIME.				GBATT	A89
	= CHECKED AND OK, DISC 5MM OR 7/32ND - DRUM OVER 2MM OR 3/32ND				GBK	A89
	= CHECKED AND OK 7/32 OR GREATER.				GTIRE	A89
	M99P		A89			
Line Total.....						
CUSTOMER COPY - PAGE 01						
STATEMENT OF DISCLAIMER THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SELL OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER (NEITHER ADVISES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.				[REDACTED]		
CUSTOMER SIGNATURE				[REDACTED]		
[REDACTED]				[REDACTED]		



PARSONS INTERSTATE FORD, LLC.
 195 Walnut Bottom Rd.
 Shippensburg, PA 17257
 Phone: 717-532-8888
 www.parsonsinterstateford.com

[REDACTED]		VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN *	DATE OUT	INVOICE NO.
[REDACTED]		1FM5K7D951	30568	30570	02/24/16 16:52	03/21/16	[REDACTED]
SHIPPENSBURG, PA BPSTABLES@KUHN		VEHICLE DESCRIPTION			TAG NO.	STATUS	
[REDACTED]		2013 FORD EXPLORER X (GRAY)				COMPLETE	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
[REDACTED]	[REDACTED]	95.00					No Charge
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.		RD COMMENT	
[REDACTED]	[REDACTED]	[REDACTED]		PATRICK MEEK (95)			
YOU WILL BE RECEIVING A SURVEY FROM FORD. IF YOU ARE UNABLE TO STATE COMPLETELY SATISFIED PLEASE CONTACT THE SERVICE MANAGER WITH ANY QUESTIONS OR CONCERNS. THANK YOU! BOBBY MILLER							
Line	Op-Code	Fail Code	Tech	Hours	Type	Amount	
A *					Internal		
Concern: Customer states customer smells exhaust Correction: FOUND SEAL MISSING ON LIFTGATE							
Part Number		Description		Qty.			
4M0Z 54280B62 A		VALVE ASY - A		1			
B *	M99P				Customer	\$0.00	
Concern: PERFORM MULTI-POINT INSPECTION							
Line Total...						\$0.00	
Customer Totals							
Charge Description						Amount	
TOTAL CUSTOMER						No Charge	
THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.				On behalf of servicing dealer, I hereby certify that the information contained herein is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any parts repaired or replaced under this claim had been connected in any way with any accident, negligence, or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.			
CUSTOMER SIGNATURE				DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)			





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

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

*****NOTE: SEND AUTHORIZATION REQUEST TO FORDCALP@FORD.COM*****

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

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

From: DCPFORM, FMCDDealer (.)
Sent: Tuesday, November 7, 2017 1:29:08 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: j_misjak@keithhawthorneauto.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: Keith Hawthorne Ford

Requesting Dealer Fleet: DEALER

PA Code: 00915

Contact Person: JAMES MISJAK

Title: PART & SERVICE DIRECTOR

Phone Number: 704-825-5186

Fax Number: 704-825-1742

Email: j_misjak@keithhawthorneauto.com

Region: SOUTHEAST

Address: 617 N. MAIN ST

City: BELMONT

State: North Carolina

Zip Code: 28012

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 07/01/2016

Vehicle Year: 2017
Vehicle Model: EXPLORER
Vehicle VIN: 1FM5K7D85HG [REDACTED]
Mileage: 12,301
customer Fleet Name: [REDACTED]

City : MOUNT HOLL
State : North Carolina
Zip Code : [REDACTED]
Home Phon [REDACTED]
Work Phon [REDACTED]

Customer Region: SOUTH EAST

DETAILS OF INCIDENT:

Medical Attention Sought

Date of Incident: 2017-10-12

County incident occurred: GASTON

Is customer alleging a component defect CAUSED the incident? YES

Details: Customer has complaint about headaches and teary eyes while driving vehicle. This is a result of carbon monoxide entering the cabin. Customer has purchased own meter to closing watch the levels of the carbon monoxide levels.

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information: No information at this time

Coach builder:

City :

State :

Zip Code :

Vehicle Location: Vehicle is located at Keith Hawthorne Ford.

Attorney information:

CVO Contact:

Resolution Customer is seeking: The dealer has performed everything Ford has to offer pertaining TSB and FSA, even with replacing Exhaust and updating PCM the concern still exist. The levels have improved but still very present. Customer has been out of their vehicle since 10/12/2017. Ford should offer some kind of permanent fix or purchase vehicle back.

Comments:



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

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

*****NOTE: SEND AUTHORIZATION REQUEST TO FORDCALP@FORD.COM*****

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

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

From: DCPFORM, FMCDDealer (.)
Sent: Wednesday, November 8, 2017 5:00:17 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: jdavis@htford.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: Holmes Tuttle Ford Lincoln

Requesting Dealer Fleet: Holmes Tuttle

PA Code: 20337

Contact Person: Jason Davis

Title: Service Director

Phone Number: 5202923685

Fax Number: 5202923697

Email: jdavis@htford.com

Region: Phoenix

Address: 660 W Auto Mall Dr

City: Tucson

State: Arizona

Zip Code: 85705

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 08/16/2017

Vehicle Year: 2017
Vehicle Model: Explorer
Vehicle VIN: 1FM5K7D87H [REDACTED]
Mileage: 3493
customer Fleet Name: [REDACTED]

City : tucson
State : Arizona
Zip Code : [REDACTED]
Home Phon
Work Phon [REDACTED]

Customer Region: Phoenix

DETAILS OF INCIDENT:

Accident

Date of Incident: 2017-11-05

County incident occurred: Pima

Is customer alleging a component defect CAUSED the incident? YES

Details: Cust states he remoted started the vehicle 10min max. Windows were cracked. When he got into the vehicle he was overcome by exhaust odor. When backing up the back up sensor did not pick up the tree he backed into. Note : the tree impacted approx. 3 to 4 inches from the sensor

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information: safeco

Coach builder:

City :

State :

Zip Code :

Vehicle Location: currently at Holmes Tuttle Ford Lincoln

Attorney information:

CVO Contact:

Resolution Customer is seeking: repair the vehicle

Comments:



To whom it may concern,

On February 11, 2016, [REDACTED] purchased a 2012 Ford Explorer from Herinesy Cadillac in Duluth Georgia hereafter referred to as "Explorer". Ford Motor Company was aware at the time of sale that The Explorer could potentially pose a safety risk and dangerousness. Proof that Ford was aware of these possible risks at the time of sale is recorded in CASE [REDACTED] Ford Motor Company, as well as an ongoing investigation by the NHTSA into claims of exhaust fumes entering the cabin and resulting injury. Ford has produced evidence showing the presence of elevated Carbon Monoxide levels during certain driving conditions. Ford Motor Company decided, without consumer notification, that the elevated levels of CO present did not pose a health risk. This decision shows blatant disregard for public safety and does not take into account the medical fact that some people are more sensitive to CO than others and that consumers should be made aware when an item or automobile is known to pose a potential risk to health and safety. Ford has conducted an engineering analysis of The Explorer and produced evidence supporting our claim of CHRONIC LOW LEVEL CARBON MONOXIDE EXPOSURE. Ford engineering analysis of the Explorer showed that during highway driving and or heavy acceleration, CO levels in the cabin of the vehicle increased at a documented rate of approximately 1 part per million (ppm) per 1.5 minutes drive time. This rate was sustained until highway driving ended. It has been discovered that this vehicle has been circulating exhaust fumes including but not limited to Carbon Monoxide that my family of four have been subjected to for no less than 550 days and that injuries have resulted. These injuries have the potential for long term effects and require annual physical and cardiology testing including but not limited to EKG and stress test as ordered by Children's Healthcare Of Atlanta and Sibley Heart Center.

We believe that this Claim has merit based on the provided evidence. However, we recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Claims against Ford through trial and any appeals, and the value of providing timely resolution to all parties involved. We also have taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. We are mindful of the inherent problems of proof under, and possible defenses to, the Claims. Based on the evaluation of all these factors, we have determined that Settlement is in the best interests of both parties and represents a fair, reasonable, and adequate resolution of the litigation.



**Service of Process
Transmittal**

11/14/2017


CT Log Number 

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

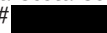
RE: Process Served in California


FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:  Pltf. vs. Ford Motor Company, et al., Dfts.

DOCUMENT(S) SERVED: Summons, Complaint, Notice, statement, Attachment(s)

COURT/AGENCY: Contra Costa County - Superior Court - Concord, CA
Case # 

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2015 Ford Explorer, VIN:
1FM5K7B89FC 

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

DATE AND HOUR OF SERVICE: By Process Server on 11/14/2017 at 14:00

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service (Document(s) may contain additional answer dates)

ATTORNEY(S) / SENDER(S): Mark F. Anderson
Anderson, Ogilvie & Brewer, LLP
1736 Stockton Street, Ground Floor
San Francisco, CA 94133
415-651-1951

ACTION ITEMS: CT has retained the current log, Retain Date: 11/14/2017, Expected Purge Date:
11/19/2017

Image SOP

Email Notification, Chris Dzbanski cdzbansk@ford.com

Email Notification, Mary Ann MacKinnon mmackin1@ford.com

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

2P

NOV 14 2017

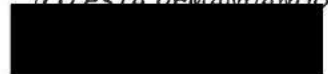
SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Ford Motor Company; Henry Curtis Hansel dba Future Ford of Concord
and DOES 1 through 30

YOU ARE BEING SUED BY PLAINTIFF:
(UO ESTÁ DEMANDANDO EL DEMANDANTE):



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

FILED

2017 NOV -8 P 2:28

STEPHEN H. NASH
CLERK OF THE SUPERIOR COURT
COUNTY OF ALameda, CA

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of the State of California
725 Court Street, PO Box 911, Martinez, CA 94553



The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Mark F. Anderson, 1736 Stockton Street, Ground Floor, San Francisco, CA 94133, ph 415.651.1951

DATE: November 8, 2017 NOV 08 2017 Clerk, by K. WOODRUFF Deputy (Adjunto)

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



- NOTICE TO THE PERSON SERVED: You are served
- as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - on behalf of (specify): Ford Motor Company
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
 - by personal delivery on (date): 11-19-17

1 ANDERSON, OGILVIE & BREWER LLP
2 Mark F. Anderson (SBN 44787)
3 1736 Stockton Street, Ground Floor
4 San Francisco, CA 94133
5 Telephone: (415) 651-1951
6 Fax: (415) 500-8300
7 Email: mark@aooblawyers.com

8 Attorney for Plaintiff Mariah Ann Llacuna

FILED

2017 NOV -8 P 2: 28

STEPHEN H. NASH
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA

BY

K. VACUERANO

~~SUMMONS ISSUED~~

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 CONTRA COSTA COUNTY

11 [REDACTED]
12 Plaintiff,
13 vs.
14 Ford Motor Company;
15 Henry Curtis Hansel dba Future Ford of
16 Concord and
17 DOES 1 through 30,
18 Defendants

19 Case No. [REDACTED]
20 COMPLAINT FOR DAMAGES
21 BREACH OF WARRANTIES
22 Unlimited Civil Jurisdiction

PER LOCAL RULE 5 THIS
CASE IS ASSIGNED TO
DEPT 12

18 The Contract of Sale

19 1. On May 25, 2015 plaintiff purchased a new 2015 Ford Explorer, VIN
20 1FMSK7B89FC [REDACTED] from the defendant selling dealer Henry Curtis Hansel dba Future Ford
21 of Concord under a written contract of sale under which plaintiff agreed to pay \$37,263 including
22 sales tax and license.

23 The Parties

24 2. Plaintiff is a consumer who purchased the vehicle for personal and family use. Plaintiff was
25 a buyer within the meaning of Commercial Code § 2103.

26 3. Defendant Ford Motor Company manufactured the vehicle and sold it to the defendant
27 dealer. Defendant Ford Motor Company was a "manufacturer" and "seller" within the meaning of
28

1 Civil Code § 1791(j) and Commercial Code § 2103(d).

2 4. The defendant Future Ford of Concord purchased the vehicle from Ford Motor Company
3 and resold it to plaintiff. The defendant dealer was a "seller" and "merchant" within the meaning of
4 Commercial Code § 2103(d) and Commercial Code § 2104(1).

5 **The Express Warranty**

6 5. Ford Motor Company provided plaintiff an express, written warranty on the vehicle in effect
7 for 36,000 miles and 36 months. Ford Motor Company warranted that the vehicle was free of all
8 defects in materials and workmanship and if any defect was discovered within the warranty period,
9 Ford Motor Company would provide for repair of the vehicle free of charge to the plaintiff. Plaintiff
10 has met all of the obligations and the preconditions of the express warranty.

11 **Implied Warranty of Merchantability**

12 6. Defendants were merchants in the sale of the vehicle and there was in the sale an implied
13 warranty that the vehicle was merchantable and fit for its ordinary uses, which warranty had
14 duration of one year.

15 **Defendants Breached the Warranty**

16 7. Defendants have been unable to conform the vehicle to the express warranty or make it
17 merchantable by repairing its defects.

18 8. The vehicle has defects, which substantially impair its use, value and safety. In particular,
19 while the vehicle is being driven, carbon monoxide (CO) enters the vehicle's occupant
20 compartment. The CO caused plaintiff to experience headaches, confusion, dizziness, drowsiness
21 and pressure on her chest.

22 9. The CO problem described is not unique to plaintiff's Explorer. In July 2016, the federal
23 safety agency opened a preliminary investigation concerning this matter in relation to the 2011 to
24 2015 Ford Explorer models. During the preliminary investigation, the agency identified 2,400
25 reports of exhaust entering the cabins of these Explorer models. In July 2017, the agency took the
26 unusual step of escalating the investigation to that of an Engineering Analysis (EA 17-002).

27 10. Ford Motor Company issued a series of technical service bulletins to assist its dealers in
28 attempting to cure the problem of exhaust gases coming into the Explorer cabins, the latest of which

1 is TSB 16-0166.

2 11. The service department of the defendant dealer attempted repairs of the defect on two
3 occasions. The first repair visit began August 24, 2017; the dealer informed plaintiff the vehicle was
4 ready for pickup on August 29, 2017. When plaintiff picked up the vehicle the dealer provided
5 plaintiff a copy of repair order number 308159, which states the dealer performed Technical Service
6 Bulletin number 16-0166.

7 12. Thereafter, plaintiff's father [REDACTED] drove the Explorer with a CO meter. During the
8 test drive, M [REDACTED] determined that CO was still coming into the cabin.

9 13. Plaintiff returned the Explorer to the service department of the defendant dealer on
10 September 12, 2017. The dealer announced he vehicle was ready on September 29, 2017.

11 14. Thereafter, Mr [REDACTED] tested the Explorer for CO in the cabin. He determined the
12 problem continues to date.

13 15. Defendants have had sufficient opportunities to repair the vehicle.

14 **Notice to Defendant Manufacturer of the Defects**

15 16. On October 19, 2017, plaintiff gave Ford Motor Company written notice of the defects in
16 the subject vehicle.

17 **Demand for Repurchase or Replacement**

18 17. On October 19, 2017 plaintiff asked Ford Motor Company to repurchase or replace the
19 vehicle. The Ford Motor Company representative assigned plaintiff's request case number CAS
20 [REDACTED] The representative promised to get back to plaintiff within 15 days, but failed to do so at
21 any time to date.

22 **Willful Violation**

23 18. Defendant Ford Motor Company willfully refused to replace the vehicle or return purchase
24 price as required by Civil Code § 1793.2(d).

25 **Damages to Plaintiff**

26 19. Plaintiff's damages include the purchase price and incidental and consequential damages.
27 Incidental damages include finance charges, rental vehicles, sales tax, DMV license fees, and other
28 incidental damages.

1 **Jurisdiction and Venue**

2 20. Defendants do business in California, have regularly conducted business in California, and
3 have supplied products to buyers in California. Venue is proper in this county. The claim for relief
4 arose and the contract for sale was entered within this county.

5 **Fictitious Defendants**

6 21. DOES 1-25 are entities that participated in the transactions complained of herein in ways
7 which are unknown to plaintiff. The true names, capacities and nature and extent of participation in
8 the alleged activities by DOES 1-25, inclusive, are unknown to plaintiff and therefore plaintiff sues
9 these defendants by such fictitious names. Plaintiff will amend the complaint to allege their true
10 names and capacities when ascertained.

11 **Agency**

12 22. Each of the defendants, whether actually named or fictitiously named, was the agent of the
13 other defendants, whether actually named or fictitiously named, and each other and was at all times
14 acting within the purpose and scope of such agency.

15 **First Cause of Action - Breach of Implied Warranty under the Song-Beverly Act, Civil Code §**
16 **1792--Against Ford Motor Company & Defendant Selling Dealer**

17 23. Plaintiff incorporates & realleges each and every allegation of ¶¶ 1-22.

18 24. Defendants' breach of the implied warranty is a violation of the Song-Beverly Act,
19 California Civil Code § 1792.

20 25. Defendants are liable for damages pursuant to Civil Code § 1794.

21 **Second Cause of Action--Song-Beverly Act, Reimbursement Under the "Lemon Law," Civil**
22 **Code §§ 1793.2(d), 1794--Against Ford Motor Company**

23 26. Plaintiff incorporates and realleges each and every allegation of ¶¶ 1-22,

24 27. As an express warrantor and manufacturer, defendant Ford Motor Company had certain
25 obligations under the Song-Beverly Consumer Warranty Act, California Civil Code § 1790, *et seq.*
26 and in particular Civil Code § 1793.2(b) & (d) to conform the vehicle to the express warranty.

27 28. Ford Motor Company and its agent dealers have been unable to conform the vehicle to the
28 express warranty after a reasonable number of attempts at repair. Ford Motor Company is therefore

1 required to reimburse the buyer the purchase price and incidental and other damages pursuant to
2 Civil Code §§ 1793.2(d), 1794 in return for clear title to the vehicle.

3 29. Ford Motor Company also had a mandatory duty to replace or repurchase the vehicle
4 pursuant to Civil Code § 1793.2(d). Plaintiff asked Ford Motor Company to replace or repurchase
5 the vehicle, but Ford Motor Company willfully refused to do so.

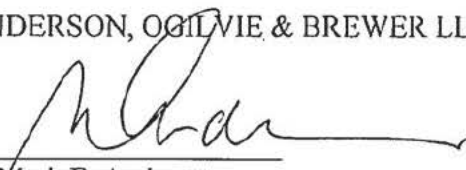
6 30. Ford Motor Company is therefore liable for not only damages, but also a civil penalty
7 pursuant to Civil Code § 1794.

8 WHEREFORE, plaintiff prays judgment as follows:

- 9 A. For reimbursement and incidental and consequential damages and other compensatory damages,
10 which exceed \$25,000;
- 11 B. On the Song-Beverly Consumer Warranty Act causes of action, a civil penalty of two times
12 damages;
- 13 C. Prejudgment interest from the date of revocation;
- 14 D. Attorney's fees and expenses under Civil Code 1794(d) and costs of suit;
- 15 E. For such other and further relief as the court may deem proper.

16 Dated: November 8, 2017.

17 ANDERSON, OGILVIE & BREWER LLP

18
19 By 
20 Mark F. Anderson
21 Attorney for Plaintiff
22
23
24
25
26
27
28

SUPERIOR COURT - MARTINEZ
COUNTY OF CONTRA COSTA
MARTINEZ, CA, 94553

VS FORD MOTOR COMPANY

NOTICE OF CASE MANAGEMENT CONFERENCE

1. NOTICE: THE CASE MANAGEMENT CONFERENCE HAS BEEN SCHEDULED FOR:

DATE: 03/28/18 DEPT: 12 TIME: 8:30

THIS FORM, A COPY OF THE NOTICE TO PLAINTIFFS, THE ADR INFORMATION SHEET, A BLANK CASE MANAGEMENT CONFERENCE QUESTIONNAIRE, AND A BLANK STIPULATION FORM ARE TO BE SERVED ON OPPOSING PARTIES. ALL PARTIES SERVED WITH SUMMONS AND COMPLAINT/CROSS-COMPLAINT OR THEIR ATTORNEY OF RECORD MUST APPEAR.

2. You may stipulate to an earlier Case Management Conference. If all parties agree to an early Case Management Conference, please contact the Court Clerk's Office at (925)608-1000 for Unlimited Civil and Limited Civil cases for assignment of an earlier date.

3. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference and to discuss the suitability of this case for the EASE Program, private mediation, binding or non-binding arbitration, and/or use of a Special Master.

4. At any Case Management Conference the court may make pretrial orders including the following:

- a. an order establishing a discovery schedule
- b. an order referring the case to arbitration
- c. an order transferring the case to limited jurisdiction
- d. an order dismissing fictitious defendants
- e. an order scheduling exchange of expert witness information
- f. an order setting subsequent conference and the trial date
- g. an order consolidating cases
- h. an order severing trial of cross-complaints or bifurcating issues
- i. an order determining when demurrers and motions will be filed

SANCTIONS

If you do not file the Case Management Conference Questionnaire or attend the Case Management Conference or participate effectively in the Conference, the court may impose sanctions (including dismissal of the case and payment of money).

Clerk of the Superior Court of Contra Costa County
I declare under penalty of perjury that I am not a party to this action, and that I delivered or mailed a copy of this notice to the person representing the plaintiff/cross-complainant.

Dated: 11/08/17

K. VAQUERANO
Deputy Clerk of the Court

Superior Court of California, County of Contra Costa

NOTICE TO DEFENDANTS
In Unlimited Jurisdiction Civil Actions

YOU ARE BEING SUED. The packet you have been served should contain:

- a. The Summons
- b. The Complaint
- c. The Notice of Case Management (shows hearing date and time).
- d. Blank: Case Management Statement (Judicial Council Form CM-110)
- e. Blank: Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days (Local Court Form CV-655b)
- f. Alternative Dispute Resolution (ADR) Information (Local Court Form CV-655c)

 **WHAT DO I DO NOW?** 

You must:

1. **Prepare your response** YOU COULD LOSE YOUR CASE—even before it is heard by a judge or before you can defend yourself, if you do not prepare and file a response on time. See the other side of this page for types of responses you can prepare.
2. **Complete the *Case Management Statement* (CM-110)**
3. **File and serve your court papers on time** Once your court forms are complete, you must file 1 original and 2 copies of the forms at court. An adult who is NOT involved in your case must serve one set of forms on the Plaintiff. If you were served in person you must file your response in 30 days. If the server left a copy of the papers with an adult living at your home or an adult in charge at your work or you received a copy by mail you must file your response in 40 days.
4. **Prove you served your court papers on time** by having your server complete a *Proof of Service*, (Judicial Council form POS-040), that must be filed at the court within 60 days.
5. **Go to court** on the date and time given in the *Notice of Case Management Conference*.
6. **Consider trying to settle your case before trial** If you and the other party to the case can agree to use mediation, arbitration or neutral case evaluation, the *Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days* can be filed with your other papers. For more information read the enclosed ADR information, visit www.cc-courts.org/adr, or call (925) 957-5787.

IMPORTANT! The court recommends consulting an attorney for all or part of your case. While you may represent yourself, lawsuits can be complicated, and the court cannot give you legal advice.

COURT FEES: You must pay court fees the first time you file your papers. If you also file a motion, you must pay another fee. If you cannot afford the fees, you may ask the court to waive (allow you not to pay) fees. Use Judicial Council forms FW-001-INFO [information sheet]; FW-001 [application]; and FW-003 [order].

COURT FORMS: Buy forms at the Forms Window in the Family Law Building or download them for free at: www.courtinfo.ca.gov/forms/

WHAT KIND OF RESPONSES CAN I FILE?

1. If you disagree with some or all of what the plaintiff says in the complaint because you believe, or know it is not true, you can file an ANSWER.
2. If you have a claim in the same case against the plaintiff, you may file a CROSS-COMPLAINT.
3. If you want to ask the court to do something on your behalf, you may file a MOTION (See TYPES OF MOTIONS below)

HOW DO I PREPARE AN ANSWER?

There are two kinds of Answers you can use, depending on whether the Complaint was verified. You can tell if a Complaint is verified because it says "Verified Complaint" and/or has a signed oath on the last page.

For complaints that are NOT verified:

Use Judicial Council form PLD-050 – General Denial

For complaints that ARE verified:

- a. For personal injury, property damage, and wrongful death claims, use Judicial Council PLD-PI-003 (do not check number 2).
- b. For contract claims, use Judicial Council PLD-C-010 (do not check number 3a).
- c. Be sure to deny every claim with which you disagree. For example, you might write: "I believe, or know, that the information in paragraph #. is untrue/incorrect." Continue your list until you have addressed each paragraph in the Complaint.

NOTE: The Judicial Council Answer forms have spaces for your affirmative defenses. Be sure to include them or you may not be able to use them later. To find out what your affirmative defenses might be, go to the law library and ask the librarian to help you find the information you need.

If you want to file a Cross-Complaint, you must do so at the same time you file the Answer.

- a. For a personal injury, property damage, and/or wrongful death Cross-Complaint, use Judicial Council form PLD-PI-002.
- b. For a contract Cross-Complaint, use Judicial Council PLD-C-001.

TYPES OF MOTIONS

Written motions are documents that ask the court to do something. You may have to file an *Answer* at the same time. At this point in the case, you can only make Motions from the following list:

1. Demurrer (the facts stated in the complaint are wrong, or the deadline to file the lawsuit has passed);
2. Motion to Strike (the complaint is unclear; does not follow the law, "doesn't matter", etc.);
3. Motion to Transfer (the complaint is in the wrong court or there's a more appropriate court);
4. Motion to Quash Service of Summons (you were not legally served);
5. Motion to Stay (put the case on hold); or
6. Motion to Dismiss (stops the case).

NOTE: Motions are very complicated and you may want to hire a lawyer to help you.

WHERE CAN I GET MORE HELP?

- Lawyer Referral Service: (925) 825-5700
- Bay Area Legal Aid: (800) 551-5554
- Contra Costa County Law Library Martinez: (925) 646- 2783 Richmond: (510) 374-3019
- Ask the Law Librarian: www.247ref.org/portal/access_law3.cfm

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA

Plaintiff(s) / Cross Plaintiff(s)

vs.

ADR Case Management Stipulation and Order
(Unlimited Jurisdiction Civil Cases)

Defendant(s) / Cross Defendant(s)

CASE NO: _____

- ▶ ALL PARTIES STIPULATING TO ADR AND DELAYING THEIR CASE MANAGEMENT CONFERENCE 90 DAYS MUST SUBMIT THE ORDER FOR THE JUDGE'S SIGNATURE AND FILE THIS FORM AT LEAST 15 DAYS BEFORE THEIR CASE MANAGEMENT CONFERENCE. (NOT AVAILABLE IN COMPLEX LITIGATION CASES.)
- ▶ PARTIES MUST ALSO SEND A COPY OF THIS FILED STIPULATION AND ORDER TO THE ADR OFFICE: FAX: (925) 957-5689 MAIL: P.O. BOX 911, MARTINEZ, CA 94553

Counsel and all parties agree to delay their case management conference 90 days to attend ADR and complete pre-ADR discovery as follows:

1. Selection and scheduling for Alternative Dispute Resolution (ADR):

- a. The parties have agreed to ADR as follows:
 - i. Mediation (Court-connected Private)
 - ii. Arbitration (Judicial Arbitration (non-binding) Private (non-binding) Private (binding))
 - iii. Neutral case evaluation
- b. The ADR neutral shall be selected by (date): _____ (no more than 14 days after filing this form)
- c. ADR shall be completed by (date): _____ (no more than 90 days after filing this form)

2. The parties will complete the following discovery plan:

- a. Written discovery: (Additional page(s) attached)
 - i. Interrogatories to:
 - ii. Request for Production of Documents to:
 - iii. Request for Admissions to:
 - iv. Independent Medical Evaluation of:
 - v. Other:
- b. Deposition of the following parties or witnesses: (Additional page(s) attached)
 - i. _____
 - ii. _____
 - iii. _____
- c. No Pre-ADR discovery needed

3. The parties also agree: _____

4. Counsel and self-represented parties represent they are familiar with and will fully comply with all local court rules related to ADR as provided in Appendix C, will pay the fees associated with these services, and understand that if they do not, without good cause, comply with this stipulation and all relevant local court rules, they may be subject to sanctions.

Counsel for Plaintiff (print)		Fax
Signature		
Counsel for Plaintiff (print)		Fax
Signature		

Counsel for Defendant (print)		Fax
Signature		
Counsel for Defendant (print)		Fax
Signature		

Pursuant to the Stipulation of the parties, and subject to the *Case Management Order* to be filed, IT IS SO ORDERED that the Case Management Conference set for _____ is vacated and rescheduled for _____ at (8:30 a.m. / _____) Plaintiff / Plaintiff's counsel must notify all parties of the new case management conference.

Dated: _____

Judge of the Superior Court

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	
(Check one): <input type="checkbox"/> CASE MANAGEMENT STATEMENT <input type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)	CASE NUMBER: _____
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: _____ Time: _____ Dept.: _____ Div.: _____ Room: _____ Address of court (if different from the address above): _____ <input type="checkbox"/> Notice of Intent to Appear by Telephone, by (name): _____	

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. Party or parties (answer one):
 - a. This statement is submitted by party (name):
 - b. This statement is submitted jointly by parties (names):

2. Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)
 - a. The complaint was filed on (date):
 - b. The cross-complaint, if any, was filed on (date):

3. Service (to be answered by plaintiffs and cross-complainants only)
 - a. All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - b. The following parties named in the complaint or cross-complaint
 - (1) have not been served (specify names and explain why not):
 - (2) have been served but have not appeared and have not been dismissed (specify names):
 - (3) have had a default entered against them (specify names):
 - c. The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):

4. Description of case
 - a. Type of case in complaint cross-complaint (Describe, including causes of action):

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)

(If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. Jury or nonjury trial
 The party or parties request a jury trial a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):

6. Trial date
 a. The trial has been set for (date):
 b. No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):
 c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):

7. Estimated length of trial
 The party or parties estimate that the trial will take (check one):
 a. days (specify number):
 b. hours (short causes) (specify):

8. Trial representation (to be answered for each party)
 The party or parties will be represented at trial by the attorney or party listed in the caption by the following:
 a. Attorney:
 b. Firm:
 c. Address:
 d. Telephone number:
 e. E-mail address:
 f. Fax number:
 g. Party represented:
 Additional representation is described in Attachment 8.

9. Preference
 This case is entitled to preference (specify code section):

10. Alternative dispute resolution (ADR)
 a. ADR information package. Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.
 (1) For parties represented by counsel: Counsel has has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
 (2) For self-represented parties: Party has has not reviewed the ADR information package identified in rule 3.221.
 b. Referral to judicial arbitration or civil action mediation (if available).
 (1) This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
 (2) Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
 (3) This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):

PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	CASE NUMBER: _____
--	-----------------------

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete mediation by (<i>date</i>): <input type="checkbox"/> Mediation completed on (<i>date</i>):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete settlement conference by (<i>date</i>): <input type="checkbox"/> Settlement conference completed on (<i>date</i>):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete neutral evaluation by (<i>date</i>): <input type="checkbox"/> Neutral evaluation completed on (<i>date</i>):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete judicial arbitration by (<i>date</i>): <input type="checkbox"/> Judicial arbitration completed on (<i>date</i>):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete private arbitration by (<i>date</i>): <input type="checkbox"/> Private arbitration completed on (<i>date</i>):
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete ADR session by (<i>date</i>): <input type="checkbox"/> ADR completed on (<i>date</i>):

PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	CASE NUMBER: _____
--	-----------------------

11. Insurance

- a. Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: Yes No
- c. Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

- Bankruptcy Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. There are companion, underlying, or related cases.
 - (1) Name of case:
 - (2) Name of court:
 - (3) Case number:
 - (4) Status:
- Additional cases are described in Attachment 13a.
- b. A motion to consolidate coordinate will be filed by (*name party*):

14. Bifurcation

- The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. The party or parties have completed all discovery.
- b. The following discovery will be completed by the date specified (*describe all anticipated discovery*):

<u>Party</u>	<u>Description</u>	<u>Date</u>
- c. The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT:	CASE NUMBER: _____
---	-----------------------

17. Economic litigation

- a. This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other issues

- The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a. The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

20. Total number of pages attached (if any): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY)

Additional signatures are attached.



CONTRA COSTA COUNTY SUPERIOR COURT ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

All judges in the Civil Trial Delay Reduction Program agree that parties should consider using Alternative Dispute Resolution (ADR) to settle their cases. To tell the court you will use ADR:

- Choose ADR on the *Case Management Form (CM-110)*;
- File a *Stipulation and Order to Attend ADR and Continue First Case Management Conference 90-Days* (local court form); or
- Agree to ADR at your first court appearance.

Questions? Call (925) 957-5787, or go to www.cc-courts.org/adr

MEDIATION

Mediation is often faster and less expensive than going to trial. Mediators help people who have a dispute talk about ways they can settle their case. Parties call or visit the ADR Programs office to get a list of mediators. After parties have agreed on a mediator, they must write a summary (5 pages or less) explaining the facts, legal arguments, and legal authority for their position. They must send this summary to the other parties and the mediator at least 5 court days before mediation starts.

ALL parties and attorneys must go to mediation. Mediation can be held whenever and wherever the parties and the mediator want, as long as they finish before the court deadline. In some kinds of court cases, parties have the chance to mediate in the courthouse on their trial day.

Most mediators begin by talking with the parties together, helping them focus on the important issues. The mediator may also meet with each party alone. Mediators often ask parties for their ideas about how to settle the case. Some mediators tell the parties how much money they think a case is worth, or tell them what they think might happen if the case went to trial. Other mediators help the parties decide these things for themselves. No matter what approach a mediator takes, decisions about settling a case can only be made when all the parties agree.

If the parties go through the court ADR program, mediators do not charge fees for the first half hour spent scheduling or preparing for mediation. They also do not charge fees for the first two hours of mediation. If parties need more time, they must pay that person's regular fees. Some mediators ask for a deposit before mediation starts. Mediators who do this must give back whatever is left after counting the time he or she spent preparing for or doing the mediation. A party whose court fees have been waived (cancelled) may ask if their mediation fees or deposit can be waived.

If parties agree about how they will settle their case, they can choose to keep it private, write it up as a contract, or ask the judge to make it a court order. What parties say and agree to in mediation is confidential (private).

PRIVATE MEDIATION

Private mediation works in the same way as judicial mediation, but the parties do not go through the ADR Programs office. Parties choose a mediator on their own, and pay the mediator's normal fees.

JUDICIAL ARBITRATION (non-binding)

In judicial arbitration, an independent attorney (arbitrator) looks at the evidence, listens to the parties and their witnesses, and decides how the case will be settled. Judicial arbitration is less formal than court. Parties call or visit the ADR Programs office to get a list of arbitrators. If they cannot agree on an arbitrator, the court will assign one. The judge can send cases to arbitration if there is less than \$50,000 in dispute. The person who started the court case can make sure the case goes to arbitration if they agree to limit the amount they are asking for to \$50,000. Parties can also agree they want to use judicial arbitration. The arbitrator must send their decision (award) to the court within 10 days of the last hearing. The award becomes a court judgment unless a party asks the court to review the case within 30 days. Parties must use the ADR 102 form to ask for a new court hearing (called a trial de novo.) Judicial arbitrators charge \$150 per case or per day.

PRIVATE ARBITRATION (non-binding and binding)

Private, non-binding arbitration is the same as judicial arbitration, except that the parties do not go through the ADR Programs office to choose an arbitrator, and the arbitrator's award will not become a judgment of the court unless all parties agree. Parties must pay the arbitrator's normal fees.

Binding arbitration is different from judicial or private non-binding arbitration because the arbitrator's decision is final. Parties give up their right to have a judge review their case later (except for reasons listed in California Code of Civil Procedure, Section 1286.2.) Binding arbitration rules are listed in California Code of Civil Procedure, Sections 1280-1288.8. Parties may also agree any time before the judge has made a decision that ends the case to switch to binding arbitration. Parties choose the arbitrator on their own, and must pay the arbitrator's normal (not \$150) fees.

SETTLEMENT MENTOR CONFERENCE

Settlement mentors are independent, experienced trial attorneys that a judge has assigned to help parties look for ways to settle their case. The conference is free and is held in the courthouse. It is often held on the morning of trial, but it can be scheduled anytime. These conferences usually last two or three hours. Parties do not present evidence and do not call witnesses. Parties can ask the settlement mentor to keep some information confidential (private) from the other party, but not from the judge. The settlement mentor can share any information with the judge, or involve the judge in settlement discussions. All principals, clients, and claims representatives must attend the settlement mentor conference.

NEUTRAL CASE EVALUATION

In neutral case evaluation, an independent attorney (evaluator) reviews documents and listens to each party's side of the case. The evaluator then tells the parties what they think could happen if the case went to trial. Many people use the evaluator's opinion to reach an agreement on their own, or use this information later in mediation or arbitration to settle their case.

Parties call or visit the ADR Programs office to get a list of evaluators. After parties have agreed on an evaluator, they must write a summary (5 pages or less) explaining the facts, legal arguments, and legal authority for their position. They must send this summary to the other parties and the evaluator at least 5 court days before evaluation starts. ALL parties and their attorneys must go to neutral case evaluation. The evaluation can be held whenever and wherever the parties and the evaluator want, as long as they finish before the court deadline. If the parties go through the court's ADR program, evaluators do not charge any fees for the first half hour spent scheduling or preparing for the evaluation conference. They also do not charge fees for the first two hours of the evaluation. If parties need more time, they must pay that person's regular fees. Some evaluators ask for a deposit before evaluation starts. Evaluators who do this must give back whatever is left after counting the time he or she spent preparing for or doing the evaluation. A party whose court fees have been waived (cancelled) may ask if their evaluation fees or deposit can be waived.

TEMPORARY JUDGE

Some parties want a trial, but want to choose who will decide the case and when the trial will take place. Parties can agree on an attorney that they want the court to appoint as a temporary judge for their case. (See Article 6, Section 21 of the State Constitution and Rule 2.830 of the California Rules of Court.) Temporary judges have nearly the same authority as a superior court judge to conduct a trial and make decisions. As long as the parties meet the court deadline, they can schedule the trial at their own and the temporary judge's convenience.

Each of the temporary judges on the court's panel has agreed to serve at no charge for up to 5 court days. If the parties need more time, they must pay that person's regular fees. All parties and their lawyers must attend the trial, and provide a copy of all briefs or other court documents to the temporary judge at least two weeks before the trial. These trials are similar to other civil trials, but are usually held outside the court. The temporary judge's decision can be appealed to the superior court. There is no option for a jury trial. The parties must provide their own court reporter.

SPECIAL MASTER

A special master is a private lawyer, retired judge, or other expert appointed by the court to help make day-to-day decisions in a court case. The special master's role can vary, but often includes making decisions that help the discovery (information exchange) process go more smoothly. He or she can make decisions about the facts in the case. Special masters can be especially helpful in complex cases. The trial judge defines what the special master can and cannot do in a court order.

Special masters often issue both interim recommendations and a final report to the parties and the court. If a party objects to what the special master decides or reports to the court, that party can ask the judge to review the matter. In general, the parties choose (by stipulation) whom they want the court to appoint as the special master, but there are times (see California Code of Civil Procedure Section 639), when the court may appoint a special master or referee without the parties' agreement. The parties are responsible to pay the special master's regular fees.

COMMUNITY MEDIATION SERVICES

Mediation Services are available through non-profit community organizations. These low-cost services are provided by trained volunteer mediators. For more information about these programs contact the ADR Program at (925) 957-5787

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address):
Mark F Anderson (SBN 44787)
1736 Stockton Street, Ground Floor, San Francisco, CA 94133
TELEPHONE NO.: 415.651.1951 FAX NO. (Optional): 415.500.8300
E-MAIL ADDRESS (Optional): mark@andersonconsumerlaw.com
ATTORNEY FOR (Name): [REDACTED]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Contra Costa
STREET ADDRESS: 725 Court Street
MAILING ADDRESS: PO Box 911
CITY AND ZIP CODE: Martinez, CA 94553
BRANCH NAME:

PLAINTIFF/PETITIONER: [REDACTED]
DEFENDANT/RESPONDENT: Ford Motor Company et al

REQUEST FOR DISMISSAL

FOR COURT USE ONLY
FILED
FEB 13 2018
[REDACTED]
CASE NUMBER: [REDACTED]

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please dismiss this action as follows:

- a. (1) With prejudice (2) Without prejudice
- b. (1) Complaint (2) Petition
- (3) Cross-complaint filed by (name):
- (4) Cross-complaint filed by (name):
- (5) Entire action of all parties and all causes of action
- (6) Other (specify):*

on (date):

on (date):

2. (Complete in all cases except family law cases.)

The court did did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed.)

Date: February 13, 2018

Mark F Anderson

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

(SIGNATURE)

*If dismissal requested is of specified parties only or of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:

- Plaintiff/Petitioner Defendant/Respondent
- Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

(SIGNATURE)

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (f) or (j).

Attorney or party without attorney for:

- Plaintiff/Petitioner Defendant/Respondent
- Cross-Complainant

(To be completed by clerk)

- 4. Dismissal entered as requested on (date): 02-16-18
- 5. Dismissal entered on (date): as to only (name):
- 6. Dismissal not entered as requested for the following reasons (specify):
- 7. a. Attorney or party without attorney notified on (date):
- b. Attorney or party without attorney not notified. Filing party failed to provide a copy to be conformed means to return conformed copy

Date: 02-16-18

Clerk, by _____, Deputy



SB FL

LEMBERG LAW

September 13, 2017

VIA FIRST CLASS MAIL

Ford Motor Credit
Customer Support
P.O. Box 660000
Dearborn, MI 48126-0000



10/13/17



Make and Model:	2015 Ford Explorer
VIN #	1FM5K7B81F [REDACTED]
Record Owner	Iovana Posada
State of Purchase or Lease	Florida

Dear Sir or Madam:

Lemberg Law, LLC, is writing on behalf of the above client with regard to the above vehicle purchased. Should litigation become necessary, a lawsuit shall be filed in the Florida federal court. We will seek relief on our client's behalf under the Magnuson Moss Act, breach of warranty statutes and other laws protecting Florida consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service and subject to at least three (3) repair attempts due to exhaust odor in the vehicle, but same defect continues to persist.

The defects in the vehicle constitute a breach of warranty, in that they substantially impair its use, value, and safety to the client. Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the vehicle until the purchase price is returned, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be deemed wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507. If the seller or any creditor subject to the FTC Holder Rule has filed a financing statement covering the above vehicle, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within 10 days to terminate such security interest. Failure to do so subjects you to liability under U.C.C. § 9-404(1).

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

/s/ Sergei Lemberg

Sergei Lemberg, Esq.
(Admitted to the Northern District of Florida Federal Court)
(203) 653-2250 Ext. 5500
slemberg@lemborglaw.com

Case



General Info

Overview

Case Number



Status

Active

Priority

Owner

Informational Case

Expected Resolution Date

Status Reason

Resolved | Closed

Input Channel

Letter

Close Case

Close Case Info

Resolution Type

Comments - Close Case

Closure Type

Customer Info

Advanced Search

Search On

Contact

Search By

Customer Name

EXHAUST ODOR CLASS ACTION CUSTOMER

Caller Type

Best Contact Method

Use for Reply-To

Best Daytime Phone

Customer Delegate

Customer Home Phone

Customer Delegate Phone

Customer Business Phone

Relationship

Customer Mobile Phone

Vehicle Purchase Status

Current LTV Score

Customer Scores

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



Dealer Info

Dealer Info

Dealer Name		
Dealer PA Code	Dealer Service Manager	
Dealer Phone Number	More than one Service Manager	No
Dealer Contact	Service Mgr Phone	
Ford CSM	Portal Status	No New Message
FMCC Branch Code		

Vehicle Info

Vehicle Info

VIN	 1FM5K7B81F 	Mileage	
Warranty Start Date		Mileage Units	Miles
Vehicle Modifications	No	Hours in Service	
Original Selling Dealer		Converted Mileage	
Original Selling PA		Days Out of Service	
		Number of Repairs	
Unit Down		Customer in Loaner	

Unit Down Date (at Dealership)

Primary Reason for Unit Down

Unit On-Road Date

Vehicle Specification

Vehicle Specification  2015 > FORD > EXPLORER > K7B - EXPLORER BASE FWD 4-DR
Full Path

Model Year Engines Specification  3.5L V6 CYCLONE TIVCT

Make Transmissions Specification  6 SPD AUTO TRANS 6F

Model / Vehicle Line

Body Style

Equipment and Software

SYNC Version

Modem / TCU?

Installed SYNC Software Version Installed Date

WiFi Capable

WiFi Enabled Date Retrieved

Case Classification

Classification

Responsible Team  Informational Case

Case Classification  Class Action Settlement > Exhaust Odor > Opt-Out
Full Path

Case Classification  Class Action Settlement
Level 1

Case Classification  Exhaust Odor
Level 2

Case Classification  Opt-Out
Level 3

Case Classification
Level 4

Classification

Initial Contact Target 7/21/2017 5:00 PM

Initial Contacted No

Case Closure Target

Initial Contact Date

Symptom Code

Symptom Code

Level 1

Level 2

Level 3

Level 4

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 0010923324

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

<input type="checkbox"/>	Subject	Activity Type	Activity Status	Priority	Date Created
--------------------------	---------	---------------	-----------------	----------	--------------

Notes & Article

No Activity records are available in

Notes

0 - 0 of 0 (0 selected)

Page 1

Title:

Customer who opted-out of the class action settlement for this VIN

MIAMI, FL

/19/2017 3:48 PM

Article

Article

Admin Info

Admin Info

Created By  Yea'stari Thomas

Modified By  SPRUNGER (JSPRUNGE) JON

Created On 7/19/2017 2:23 PM

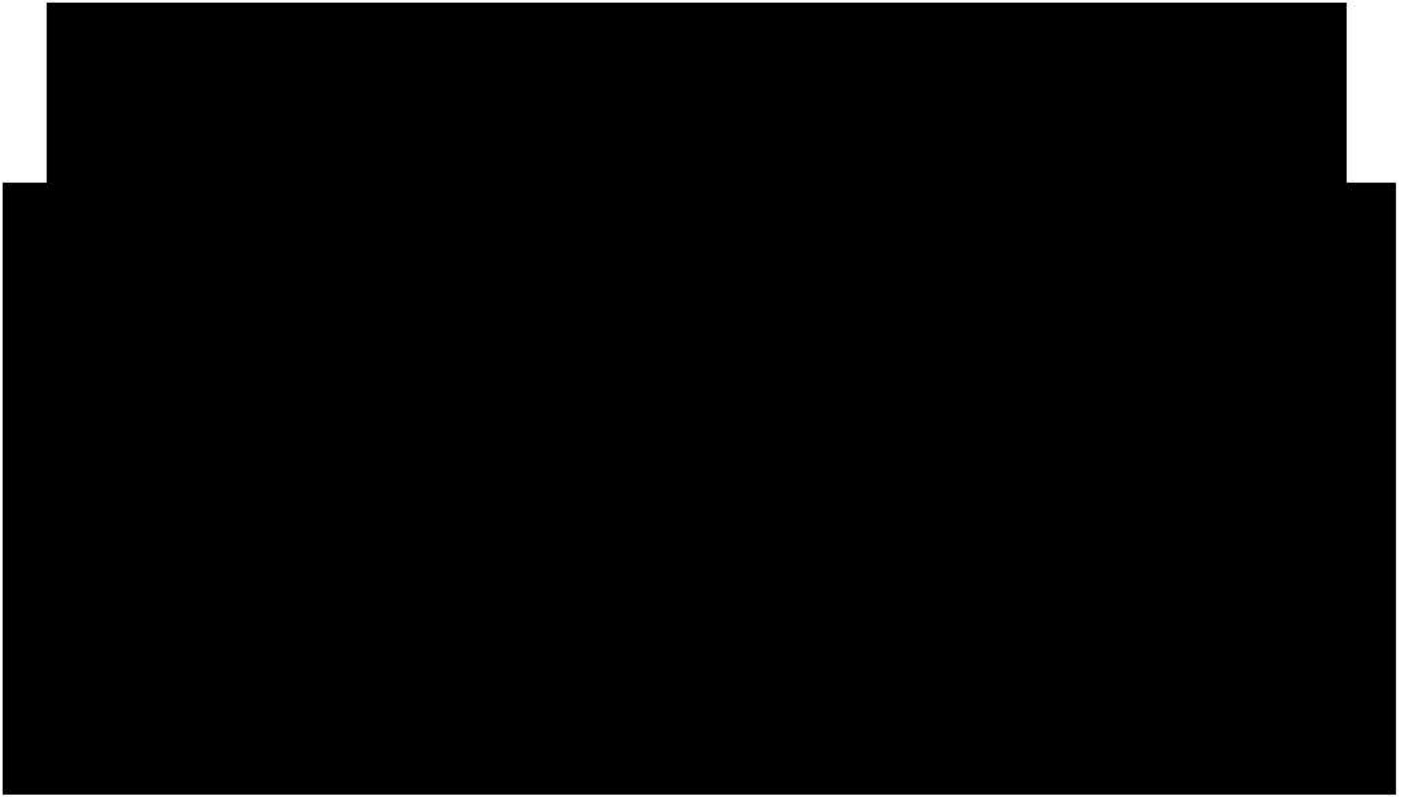
Modified On 9/25/2017 4:34 PM

Begin Date 7/19/2017

Case Type

Title

Source Created By





LAW OFFICE OF
MICHAEL PEPIN, ESQ.

1350 Ave of the Americas, 2nd Floor
New York, NY 10019
Direct Phone: (347) 408-5736
Direct Fax: (718) 360-9711
Email: mgpepinesq@gmail.com

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

NOV 21 2017

OFFICE OF THE,
GENERAL COUNSEL

November 13, 2017

Bradley M. Gayton
Ford Motor Company
One American Road
Dearborn, Michigan 48126

Re: 2016 Ford Explorer
VIN: 1FM5K8D80C [REDACTED]

Dear Mr. Gayton:

I am writing on behalf of my clients, [REDACTED] to inform you of their intentions to file a lawsuit based on injuries they sustained over the course of their lease of the above-referenced 2016 Ford Explorer (the "Vehicle"). The Vehicle was leased through the Healy Brothers dealership (2528 Route 17M, Goshen, NY 10924) in February 2016. Their injuries were caused by the well-known, and well-publicized, defects within the Vehicle allowing toxic exhaust fumes to enter and accumulate inside the passenger cabins.

As you are aware, The Center for Auto Safety has recently issued a public statement demanding Ford to recall all Explorers made between 2011 and 2017 due to concerns that carbon monoxide is leaking into the cabin via exhaust fumes, poisoning both drivers and occupants. Ford has known about these defects for years as the company has been sued in massive class action lawsuits concerning identical issues with respect to its Explorers (See Sanchez-Knutson et al. v. Ford Motor Co., 14-cv-61344, So. District of Florida). Yet, Ford has acted negligently in failing to redress these defective vehicles.

Mrs. [REDACTED] leased the Vehicle in February 2016 pursuant to a 3-year lease agreement with Healy Ford Lincoln, LLC as the lessor. While not named on the lease, Mr. [REDACTED] drove the Vehicle more than anyone, spending much time in the driver's cabin where the exhaust fumes were most pungent and dangerous. At first, my clients believed the odor would eventually go away since the Vehicle was relatively new. However, the stench of exhaust fumes, containing carbon monoxide, remained inside the Vehicle every time it was driven.

The constant exposure to exhaust fumes while driving the Vehicle has caused Mr. [REDACTED] to suffer severe respiratory problems, lightheadedness, eye pain, headaches and nausea. Mr. [REDACTED] who became pregnant shortly after leasing the Vehicle, has also experienced respiratory problems as well as nausea, lightheadedness, headaches and eye pain. In addition, Mrs. [REDACTED] suffers from severe emotional distress and remains concerned to this day about the potential effects the toxic fumes, she was unknowingly exposed to over the course of her pregnancy, may have had on her child.

Throughout countless hours of driving the Vehicle, the extent of Mr. [REDACTED] exposure to the fumes is significant. Over the past year, Mr. [REDACTED] has kept detailed medical records documenting his breathing difficulties. Moreover, Mr. [REDACTED] medical records clearly document his concerns regarding the fumes inside the Vehicle as the cause of his breathing problems.

On or about July 6, 2017, Mr. [REDACTED] became severely lightheaded while driving the Vehicle due to the intensity of the exhaust fumes. As a result, Mr. [REDACTED] lost control of the Vehicle and crashed it into a parked car (a photograph of the damaged Vehicle is attached as Exhibit "A"). Shortly after the accident, my clients brought the Vehicle into Healy Brothers for servicing and complained extensively to Healy Brothers personnel about the odor. Healy Brothers apparently inspected the Vehicle and ran the requisite tests. The overall inspection lasted approximately one month.

When the inspection concluded, Healy Brothers provided a report (See Exhibit "B") confirming my clients' complaints. In the report, the inspector "verified" my clients' concerns by finding a "sulfur smell" present while driving the Vehicle. Furthermore, the inspector stated that "TSB 17-0044 Exhaust" was present inside the Vehicle cabins. Therefore, my clients have undoubtedly been inhaling dangerous exhaust fumes for almost two years.

Please contact my office immediately upon receipt of this letter. At this juncture, my clients will entertain the possibility of amicably resolving this matter, but if my office is not contacted within 30 days from the date of this letter, my clients fully intend on commencing a lawsuit against Ford Motor Company and Healy Brothers.

Very truly yours,



Michael Pepin

Exhibit A



Exhibit B

CUSTOMER #:



HUDSON VALLEY'S LARGEST DEALER

Healey Ford Lincoln LLC

2528 Route 17M, Goshen, NY 10924 (845) 291-1998

* INVOICE *

PAGE 1

N.Y.S. M.V. P/S REG. NO. 7089314

NEW YORK, NY

HOME:

BUS:

SERVICE ADVISOR: 332909 LLOYD S WILSON

COI	VIN	LICENSE	MILEAGE IN / OUT	TAG
MAGNETIC M 16	FORD EXPLORER	1FM5K8D80G0	12974/13067	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO
27FEB16 IS				
27FEB16 DD01FEB16			WAIT 31JUL17	
R.O. OPENED	READY	OPTIONS:		
10:33 31JUL17	11:58 25AUG17	TRN:6-SPEED_AUTO_TRANSMISSION		

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

A CHECK AND ADVISE. CUSTOMER STATES WHEN EVER DRIVING THERE IS A RUBBERY , LEATHER BURNING SMELL THAT CAUSES DIZZINESS AND NAUSEA

CAUSE:

80 CHECK AND ADVISE. CUSTOMER STATES WHEN EVER DRIVING THERE IS A RUBBERY LEATHER BURNING SMELL THAT CAUSES DIZZINESS AND NAUSEA



- 335146 W
- 1 BB5Z*61280B62*B GRILLE ASY - VENT AIR OUTER
- 1 FB5Z*7829164*AA MOULDING
- 1 FB5Z*7829165*AA MOULDING
- 4 *W706092*S300 RIVET - BLIND
- 1 TA*2*E ADHESIVE
- 1 FB5Z*78442K03*B KIT - REAR SPOILER REPAIR
- 1 4M8Z*54280B62*A VALVE ASY - AUTO DRAIN
- 1 4L3Z*18203A16*AA INSULATOR - DOOR OUTER PANEL
- 1 FB5Z*5230*B MUFFLER ASY - CENTRE AND REAR
- 3 4M8Z*54280B62*A VALVE ASY - AUTO DRAIN
- 1 BB5Z*61280B62*B GRILLE ASY - VENT AIR OUTER

FC: PART# COUNT CLAIM TYPE AUTH CODE 333-2400 335146

Healey Ford Lincoln, LLC 2528 Route 17M Goshen, NY 10924 (845) 291-1998

PARTS: 0.00 VERIFIED CUSTOMER CONCERN, FOUND WHEN DRIVING VEHICLE SMELT A SULFUR SMELL. FOUND TSB 17-0044 EXHAUST ORDER IN VEHICLE HVAC USING IDS TO FASTEST CALIBRATION REMOVED REAR TAIL LIGHT REAR BUMPER, BOTH REAR BRUSH LINERS, INTERIOR TRUNK PANEL, INTERIOR DECK LID PANEL, SPARE TIRE, EXHAUST, REAR SPOILER, USED MOTORCRAFT SEAM SEALER OVER ALL THE SUSPECTED AREAS THE TSB STATED. PERFORM A CABIN

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Manner of Authorization	*SHOP SUPPLY COSTS: We have added a charge equal to \$0.00 to the Repair Order for shop supplies used in connection with this repair.	DESCRIPTION	TOTALS
\$	\$			<input type="checkbox"/> In Person <input type="checkbox"/> Via Telephone <input type="checkbox"/> Via Fax/Email	ALL PARTS INSTALLED ARE NEW AND ALL BODY PARTS ARE NEW OEM UNLESS OTHERWISE INDICATED.	LABOR AMOUNT	
Revised Estimate	\$			<input type="checkbox"/> In Person <input type="checkbox"/> Via Telephone <input type="checkbox"/> Via Fax/Email	PARTS RETURN WAIVER: hereby waives the return of any replaced parts. INITIALS	PARTS AMOUNT	
WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.						GAS, OIL, LUBE	
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you had the opportunity to inspect the vehicle and received or inspected any replaced parts as requested by you before paying this invoice. The vehicle is being returned to you in exchange for your payment of the Amount Due.						SUBLET AMOUNT	
DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE				MISC. CHARGES *	
						TOTAL CHARGES	
						LESS INSURANCE	
						SALES TAX	
						PLEASE PAY THIS AMOUNT	

CUSTOMER # [REDACTED]



INVOICE

HUDSON VALLEY'S LARGEST DEALER
Healey Ford Lincoln LLC

2528 Route 17M, Goshen, NY 10924
(845) 291-1998

N.Y.S. M.V. R/S REG. NO. 7089314

PAGE 2

NEW YORK, [REDACTED]
HOME: [REDACTED]
BUS: [REDACTED]

SERVICE ADVISOR: 332909 LLOYD S WILSON

COL	MODEL	VIN	LICENSE	MILEAGE IN / OUT
MAGNETIC M 16	FORD EXPLORER	1FM5K8D80G [REDACTED]		12974/13067
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO
27FEB16 IS				
27FEB16 DD	01FEB16		WAIT 31JUL17	
R.O. OPENED	READY	OPTIONS: SOLD-STK:F63232 ENG:3.5L V6 TIVCT ENGINE TRN:6-SPEED_AUTO_TRANSMISSION		
10:33	31JUL17	11:58	25AUG17	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

PRESSURIZATION TEST. USED MASKING TAPE TO COVER AIR EXTRACTOR. TURNED ON A/C TO FRESH AIR MODE. USED SOAPY WATER OVER THE SUSPECTED AREAS. WHERE BUBBLES WERE COMING FROM USED SEAM SEALER OVER THE AREAS. REPLACED LEFT AND RIGHT SIDE EXTRACTORS. INSTALLED NEW MUFFLER SYSTEM. INSTALLED PARTS REMOVED. TEST DROVE VEHICLE. DID NOT SMELL SULFUR SMELL AT THIS TIME.

B Perform multi-point inspection



99P Perform multi-point inspection
368670 W

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

HUDSON VALLEY'S #1 AUTOMOTIVE BRAND

Healey Chevrolet, Inc.
5215 Route 17M
Andover, NY 10926
(845) 343-2400

Healey Kia
130 Campin Hill Road
Vails Gate, NY 12584
(845) 505-7030

Healey Ford Lincoln, LLC
2528 Route 17M
Goshen, NY 10924
(845) 291-1998

Healey Mitsubishi
2528 Route 17M
Goshen, NY 10924
(845) 291-1998

Healey Chevrolet, Inc.
1900 South Road
Poughkeepsie, NY 12501
(845) 298-2001

Healey Chrysler Dodge Jeep, LLC
557 Route 52
Beacon, NY 12508
(845) 631-1148

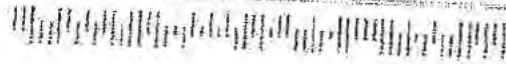
Healey Hyundai, Inc.
410 Fickell Avenue
Beacon, NY 12508
(845) 631-3198

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Manner of Authorization	*SHOP SUPPLY COSTS: We have added a charge equal to \$0.00 to the Repair Order for shop supplies used in connection with this repair.	DESCRIPTION	TOTALS
\$	\$			<input type="checkbox"/> In Person <input type="checkbox"/> Via Telephone <input type="checkbox"/> Via Fax/Email <input type="checkbox"/> In Person <input type="checkbox"/> Via Telephone <input type="checkbox"/> Via Fax/Email		LABOR AMOUNT	0.00
Revised Estimate	\$				ALL PARTS INSTALLED ARE NEW AND ALL BODY PARTS ARE NEW OEM UNLESS OTHERWISE INDICATED.	PARTS AMOUNT	0.00
						GAS, OIL, LUBE	0.00
WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.					PARTS RETURN WAIVER: I hereby waive the return of any replaced parts.	SUBLET AMOUNT	0.00
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you had the opportunity to inspect the vehicle and received or inspected any replaced parts as requested by you before paying this invoice. The vehicle is being returned to you in exchange for your payment of the Amount Due.						INITIALS	MISC. CHARGES *
DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE				TOTAL CHARGES	0.00
						LESS INSURANCE	0.00
						SALES TAX	0.00
						PLEASE PAY THIS AMOUNT	0.00

LAW OFFICE

1350 AVENUE

NEW YORK, NY 10019

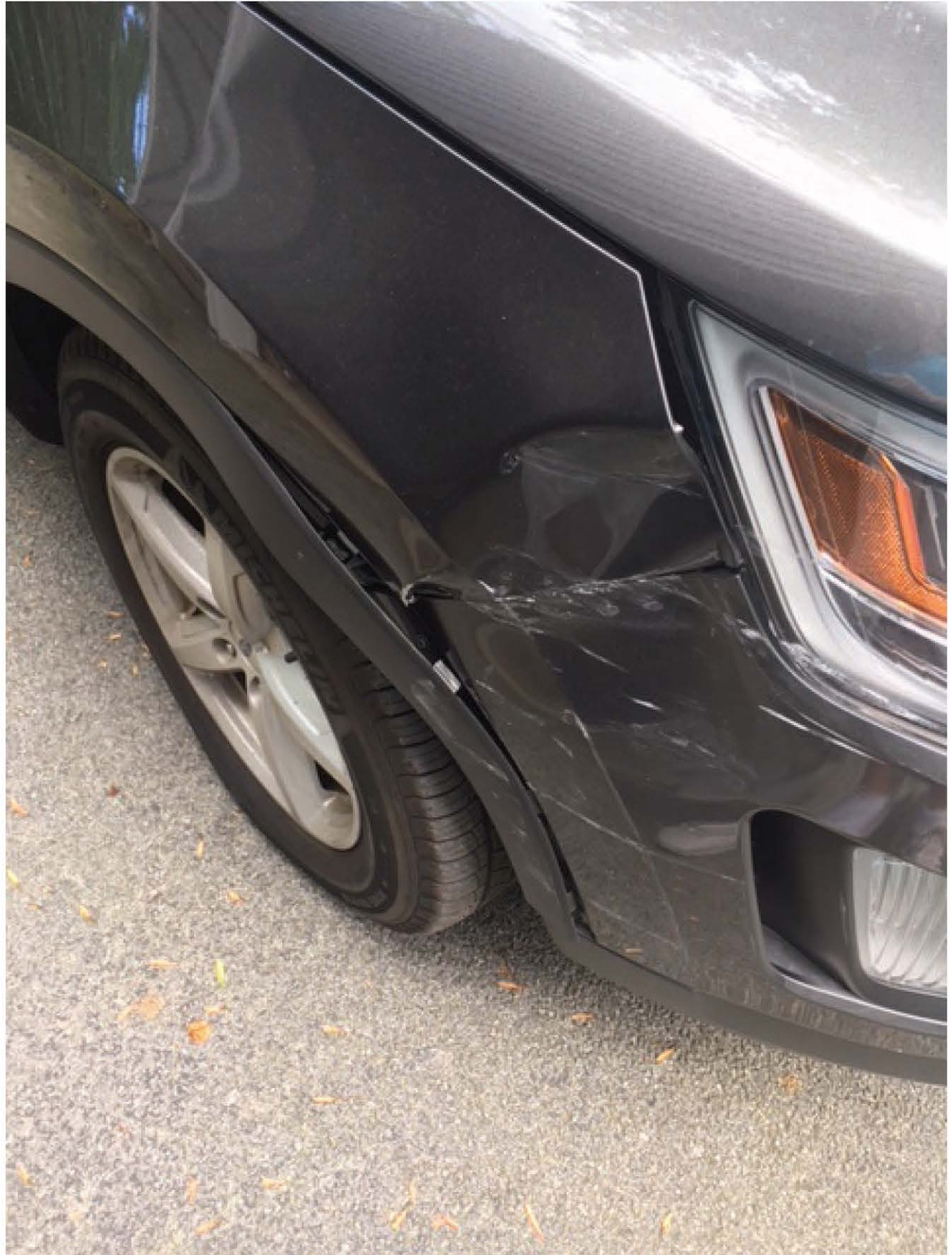


FOREVER



Bendley M. Guyton, Esq
Ford Motor Company
One American Road
Dearborn, Michigan 48126

J. ORSON SOUTHWELL



CITY OF ELK GROVE

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

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

*****NOTE: SEND AUTHORIZATION REQUEST TO FORDCALP@FORD.COM*****

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

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

From: DCPFORM, FMCDDealer (.)
Sent: Thursday, November 16, 2017 1:52:14 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: jimgaftunik@downtownfordsales.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: Downtown Ford Sales

Requesting Dealer Fleet: 07863

PA Code: 07863
Contact Person: JIM GAFTUNIK
Title: SERVICE MANAGER
Phone Number: 916-442-6931
Fax Number: 916-491-3131
Email: jimgaftunik@downtownfordsales.com
Region: SAN FRANCISCO
Address: 575 N.16th STREET
City: SACRAMENTO
State: California
Zip Code: 95811

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 06.02.2016
Vehicle Year: 2016
Vehicle Model: EXPLORER POLICE
Vehicle VIN: 1FM5K8AR6G [REDACTED]
Mileage: 26975
customer Fleet Name: CITY OF ELK GROVE
Street Address: [REDACTED]
City : ELK GROVE
State : California
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: SAN FRANCISCO

DETAILS OF INCIDENT:

Medical Attention Sought
Date of Incident: 2017-10-22
County incident occurred: SACRAMENTO

Is customer alleging a component defect CAUSED the incident? YES

Details: Customer is stating 2 Police officers complained carbon monoxide poisoning. I will paste his latest email comment. Hi Jim, Attached is the OEG Review form. I wrote in UNSURE to answer the question, "Is customer alleging a component defect CASED the incident? You can only answer Yes or No. Only one of the two officers were transported to the hospital in an ambulance. Both complained of disorientation throughout their shift. They would feel better when they exited the vehicle while on calls. The symptoms would continue once they got back in. The vehicle was not driven in a pursuit during the shift. The one officer who was transported was placed on oxygen during transport, while he was seeking medical attention in the ER to the time his blood was tested. His Carboxyhemoglobin (COHb) was at 1.5%. Unfortunately we will never know what his COHb level was when he first complained of his symptoms. Let me know if you have any questions, Doug

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder: EMERGENCY VEHICLE OUTFITTERS
City : ELK GROVE
State : California
Zip Code : 95624