

Vehicle Location: CITY OF ELK GROVE

Attorney information:

CVO Contact:

Resolution Customer is seeking: This has not been made clear

Comments:

Copyright 2017 Ford Motor Company

CUSTOMER #

INVOICE

PAGE 1

ELK GROVE, CA
HOME:
BUS:

SERVICE ADVISOR: 576 WADE PENDLETON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLK/WT	16	FORD EXPLORER XLT 4W	1FM5K8AR6GG		26281/26281		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN16 DE			17:00 11OCT17	17001371	0.00	CASH	12OCT17
R.O. OPENED	READY	OPTIONS	W				
14SEP17	12OCT17						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	Certain 2013-2016 Model Year Police Interceptor Utility Vehicles	Power Steering Control Module Software Reprograming					
17B22	Certain 2013-2016 Model Year Police Interceptor Utility Vehicles	Power Steering Control Module Software Reprograming					
		780 W94					(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00

B	Advance Notice ? Customer Satisfaction Program 17B25 ? Supplement #2	Certain 2013-2017 Model Year Police Interceptor Utility Vehicles	Exhaust Odor and Carbon Monoxide Complaints				
CAUSE:	Advance Notice ? Customer Satisfaction Program 17B25 ? Supplement #2	Certain 2013-2017 Model Year Police Interceptor Utility Vehicles	Exhaust Odor and Carbon Monoxide Complaints				
	17B25 Advance Notice ? Customer Satisfaction Program 17B25 ? Supplement #2	Certain 2013-2017 Model Year Police Interceptor Utility Vehicles	Exhaust Odor and Carbon Monoxide Complaints				
		752 W94					(N/C)
	1	BB5Z*7841617*A	SEAL KIT				(N/C)
	2	DB5Z*5202*A	EXT				(N/C)
	1	TA*19*C	ADHESIVE				(N/C)
	1	4MBZ*5428QB62*A	VALVE ASY - AUTO DRAIN				(N/C)
	1	HB5Z*78442K03*A	SPOILER KIT				(N/C)
	1	TA*2*B	ADHESIVE				(N/C)
	2	01304895	SLOT HEX WASH HD STS ZN 10X3/8				(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00

26281 752/ PERFORMED RECALL 17B25 - RESEALED TAIL GATE PANEL AND SPOILER. INSTALLED SEALER IN BODY PLUGS. REMOVED OLD EXHAUST TIPS AND WELDED ON NEW TIPS.

C PERFORM AND FILL OUT REPORT CARD - SEE ATTACHED REPORT

<p>THANK YOU</p> <p>FOR BRINGING YOUR CAR TO US FOR SERVICE</p> <p>IF YOU ARE HAPPY LET YOUR NEIGHBOR KNOW. IF YOU ARE UNHAPPY PLEASE CONTACT OUR CUSTOMER RELATIONS MANAGER (916) 442-6931</p>	NOTICE TO CONSUMER		DESCRIPTION	TOTALS
	I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF ANY ADDITIONAL CUSTOMER OR WARRANTY WORK PERFORMED AND/OR INCREASE IN THE ORIGINAL ESTIMATE PRICE. I ALSO ACKNOWLEDGE AND APPROVE ALL REPAIRS AS ITEMIZED AND/OR RECEIPT OF VEHICLE.		LABOR AMOUNT	
	ORIGINAL ESTIMATE	AUTHORIZED REVISED ESTIMATE	PARTS AMOUNT	
	\$	\$	GAS, OIL, LUBE	
	CUSTOMER SIGNATURE		SUBLET AMOUNT	
			MISC. CHARGES	
			TOTAL CHARGES	
			LESS INSURANCE	
			SALES TAX	
			PLEASE PAY THIS AMOUNT	

BAR#ARDO08149
EPA#CAD082018202

ALL PARTS ARE NEW UNLESS SPECIFIED.
SEE REVERSE SIDE OF THIS INVOICE FOR ADDITIONAL WARRANTY INFORMATION

CUSTOMER COPY

CUSTOMER #:

INVOICE

PAGE 2

ELK GROVE, CA

HOME

BUS:

CELL:

SERVICE ADVISOR: 576 WADE PENDLETON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLK/WT	16	FORD EXPLORER XLT 4W	1FM5K8AR6G		26281/26281		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN16 DE			17:00 11OCT17		0.00	CASH	12OCT17
R.O. OPENED	READY	OPTIONS:					
14SEP17	12OCT17						

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
 99P PERFORM AND FILL OUT REPORT CARD - SEE ATTACHED REPORT

780 CEG					0.00	0.00	
YTIRE CHECKED TIRES AND MAY REQUIRE FUTURE ATTENTION 4-6/32							
780 CEG					0.00	0.00	
YBK CHECKED BRAKES AND MAY REQUIRE FUTURE ATTENTION							
780 CEG					0.00	0.00	
GBATT TEST BATTERY - TEST GOOD AT THIS TIME							
780 CEG					0.00	0.00	
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00

 D TIRE PRESSURE CHECK OR INFLATE TO MANUFACTURES SPEC. IF LOW... (NOTE)
 AT THE END OF THIS SERVICE PLEASE SEE ATTACHED REPORT CARD FOR RECORDED TIRE PRESSURE.
 T SET TIRES TO 40 PSI.

780 CEG					0.00	0.00	
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:	0.00

 ** CAR HAS TO BE JUMPS STARTED
 CAUSE: ..

BS REPLACE BATTERY						
752 W94						(N/C)
1 BXT*65*750 BATTERY						
1 BATTERY*FEE* RECYCLE FEE						
PC PARTS COUNT:						

CLAIM TYPE:
 AUTH CODE:
 752

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	0.00
26281 752/ REPLACED BATTERY.							

THANK YOU		NOTICE TO CONSUMER		DESCRIPTION	TOTALS
FOR BRINGING YOUR CAR TO US FOR SERVICE IF YOU ARE HAPPY LET YOUR NEIGHBOR KNOW. IF YOU ARE UNHAPPY PLEASE CONTACT OUR CUSTOMER RELATIONS MANAGER (816) 442-6931		I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF ANY ADDITIONAL CUSTOMER OR WARRANTY WORK PERFORMED AND/OR INCREASE IN THE ORIGINAL ESTIMATE PRICE. I ALSO ACKNOWLEDGE AND APPROVE ALL REPAIRS AS ITEMIZED AND/OR RECEIPT OF VEHICLE.		LABOR AMOUNT	0.00
		ORIGINAL ESTIMATE	AUTHORIZED REVISED ESTIMATE	PARTS AMOUNT	0.00
		\$	\$	GAS, OIL, LUBE	0.00
		CUSTOMER SIGNATURE		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

BAR#ARD009149
 EPA#CAD982018202

ALL PARTS ARE NEW UNLESS SPECIFIED.
 SEE REVERSE SIDE OF THIS INVOICE FOR ADDITIONAL WARRANTY INFORMATION

CUSTOMER COPY



SAMPLES, JENNINGS, CLEM & FIELDS, P.L.L.C.

A PROFESSIONAL LIMITED LIABILITY COMPANY

Attorneys and Counselors at Law

SHALLOWFORD LAW CENTER
130 JORDAN DRIVE
CHATTANOOGA, TENNESSEE 37421
423/892-2006 (telephone)
423/892-1919 (facsimile)

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OGC II
Consumer Claims

November 17, 2017

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

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Larry Hill Ford
2496 South Lee Highway
Cleveland, Tennessee 37311

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

In re [REDACTED] 2017 Ford Explorer, VIN #1FM5K7D82H [REDACTED]

Dear Sir or Madam:

We write to you pursuant to the Tennessee lemon law (Tenn. Code Ann. Section 55-24-101, et. seq.) on behalf of our clients, [REDACTED]. Our clients purchased the above-referenced vehicle from Larry Hill Ford in Cleveland, Tennessee in May of this year. The car has been serviced twice by Larry Hill Ford to fix this non-conformity and both service attempts lasted more than 30 days.

This vehicle now needs to be returned to the dealer once more in connection with carbon monoxide exhaust entering the interior of the vehicle, making the vehicle unusable from the noxious gas and unsafe to drive. Your company is already well aware of the problem, as our clients have dealt with your dealer in Cleveland, Tennessee, and service advisor Mr. Ron Tackett.

Under Tennessee law, you now have ten (10) days to make arrangements and notify our client of those arrangements relative to a final attempt to repair this non-conformity.

Our clients now reserve all rights available to them under the above-referenced statutes, including without limitation the right to return the vehicle for a full refund of the initial purchase price, together with our clients' incidental costs.

November 17, 2017

Page 2

You may contact our clients directly at their residence at the following address and/or phone number:

7941 Frostwood Lane
Ooltewah, Tennessee 37363
407/514-3245
407/927-5553

We await your response.

Sincerely yours,


Michael S. Jennings
For the Firm

MSJ:whv

cc: 

Warranty

CUSTOMER		VEHICLE NO	117515	PLATE	[REDACTED]
STATE	ZIP CODE	ODOMETER OUT	16	ODOMETER IN	2800
STATE	EXP DATE	MILES DRIVEN		MODEL AND COLOR OF VEHICLE	17 Ford Flex
LOCAL CONTACT	PHONE	MILES ALLOWED		DATE AND TIME OUT	9/1/17
EMPLOYEE ACCOUNT NUMBER	PHONE	SHAREABLE MILES		DATE AND TIME IN	
EMPLOYER ADDRESS	STATE	MAX PAYLOAD		DATE DUE	
	ZIP CODE			EXPIRATION OF LOANING	

CUSTOMER INSURANCE INFORMATION

INSURER: State Farm
 Agent: John Little
 Policy No: [REDACTED]
 Expiration Date: [REDACTED]
 Telephone: [REDACTED]

THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS. PLEASE PRINT NAME ACROSS THIS SECTION AND HAVE SIGNED BY CUSTOMER

NAME	ADDRESS	CITY	STATE	ZIP	DOB	SEX	CLASS

RENTAL RATES DO NOT INCLUDE FUEL		CHARGES	
HOURS	\$	PER HOUR	\$
DAY	\$		
WEEKS	\$		
MILES	\$		
TOTAL MILEAGE AND RENTAL CHARGE			
REFUELING	GALS. @ \$		
SUB TOTAL			
FUEL PURCHASE OPTION			
SUB TOTAL			
TAXES			
SUB TOTAL			
TOTAL CHARGES			
CASH REFUND			
BALANCE DUE			

DAMAGE DESCRIPTION

Condition Out:



Condition In:

By signing below, you agree to the terms and conditions of this Agreement set forth on the Face Page and in the Terms and Conditions; acknowledge that you had an opportunity to read the Agreement before signing; authorize us to process a separate credit/debit card voucher in your name for all Charges, including Tolls and Violations; authorize us to release your billing/rental information to third parties for billing/processing purposes; and agree that binding consideration exists, as further described in Section 2 of the Terms and Conditions of this Agreement.

[REDACTED] Your Signature

SUPER DUTY TRUCKS - PERMISSION TO TOW

10/5 - 2200 approx.

DATE: 10/5/17

TIME: 2200 approx.

DATE: 10/5/17

TIME: 2200 approx.

5/12/17

8/24/17



2496 South Lee Highway
Cleveland, TN 37311
(423) 472-6454
www.larryhillford.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
8/24/17	
Time Received	Time Promised
19:06	8/24 17:00
Current Mileage	Mileage Out
2965	
Estimate of Repairs	Service Advisor / Key Tag #
	Ron tackett/

[REDACTED]			Work Phone	Vehicle Identification Number	
[REDACTED]				1FM5K7D82H	
COLETAH, TN			Home Phone	Delivery Date	In-Service Date
[REDACTED]			407-409-5299	5/12/17	5/12/17
Year	Make	Model	Body	Color	License Number
2017	FORD	EXPLORER	XJ/T FWD	RUBY RED M	

Job Number	Description of Work	Code
1.	CUSTOMER STATES DIAGNOSE MISC CONCERN CUSTOMER STATES THEY ARE SMELLING EXHAUST FUMES INSIDE THE VEHICLE	DIAG WARR-FORD

Job Number	Description of Work	Code
2.	PERFORM MULTI POINT INSPECTION	99P Customer Pay

Job Number	Description of Work	Code
3.		

Job Number	Description of Work	Code
4.		

Job Number	Description of Work	Code
5.		

ARBITRATION REQUIRED BY THIS PROVISION:

The parties agree that instead of litigation in a court, any dispute, controversy, or claim arising out of or relating to the service or repair of the motor vehicle or to this disclaimer or to any other document or agreement between the parties relating to the motor vehicle shall be settled by binding arbitration administered by the American Arbitration Association, under its Commercial Arbitration Rules. No claim submitted to arbitration will be heard by a jury and no claim may be brought as a class action or as a private attorney general. You will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any claim covered by this Arbitration provision. Such arbitration shall be conducted in Sullivan County, Tennessee, each party will pay its own costs. Any judgment rendered by the arbitrator may be entered in any court having jurisdiction.

DISCLAIMER OF WARRANTY:

The only warranties on the product sold under this Repair Order are those warranties made by the manufacturer. The seller, LARRY HILL FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and LARRY HILL FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of these products. This disclaimer by the Seller, LARRY HILL FORD in no way affects the terms of the manufacturer's warranty.

TERMS: STRICTLY CASH UNLESS PRIOR ARRANGEMENTS MADE

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the 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. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of repairs thereto. A daily storage fee may be charged if the vehicle is not picked up within five (5) days after the work is completed. IN THE EVENT OF MY DEFAULT IN PAYMENT OF MY BILL, I SHALL BE RESPONSIBLE FOR COST OF COLLECTION INCLUDING REASONABLE ATTORNEY'S FEES PLUS INTEREST.

I AGREE TO THE ABOVE TERMS AND CONDITIONS AND STATE THAT ALL MY REPAIR CONCERNS ARE CLEARLY DESCRIBED AS STATED ABOVE.

We charge non mandatory shop-related fees on this repair. Please see posted disclaimers for more specific information regarding these fees.

Our labor charge is calculated by multiplying the determined amount of flat rate hours times our labor rate. THE NUMBER OF FLAT RATE HOURS CHARGED DOES NOT CORRESPOND WITH THE ACTUAL TIME SPENT BY THE TECHNICIAN SERVICING YOUR VEHICLE.

X

CUSTOMER'S AUTHORIZATION OF REPAIRS



2496 South Lee Highway
Cleveland, TN 37311
(423) 472-5454
www.larryhillford.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
8/24/17	1
R/O Close Date	Status
9/22/17	Pre-Invoice
Mileage In	Mileage Out
2965	2968
Service Advisor / Tag #	
Ron tackett/	
Vehicle Identification Number	
1FM5K7D82HG	
Delivery Date	In-Service Date
5/12/17	5/12/17
Color	License Number
RUBY RED M	

[REDACTED]				Work Phone	[REDACTED]
[REDACTED]				Home Phone	[REDACTED]
Year	Make	Model	Body	Color	License Number
2017	FORD	EXPLORER	XLT FWD	RUBY RED M	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [REDACTED]	
#1 - DIAG: CUSTOMER STATES DIAGNOSE MISC CONCERN CUSTOMER STATES THEY ARE SMELLING EXHAUST PUMES INSIDE THE VEHICLE Corrected by Tech: MARK A. (A06) Warranty Corrected by Tech: MARK A. (A06) Warranty Installed TA 2 B :ADHESIVE Qty: 1 Warranty Installed TA 2 B :ADHESIVE Qty: 1 Warranty Installed FB5Z 7829164 AA :MOULDING Qty: 1 Warranty Installed FB5Z 7829165 AA :MOULDING Qty: 1 Warranty Installed W706092 S300 :RIVET - BLIND Qty: 4 Warranty Installed FB5Z 78442K03 B :KIT - REAR SPOILER REPA Qty: 1 Warranty Installed FB5Z 5230 B :MUFFLER ASY - CENTRE AND RE Qty: 1 Warranty PERFORMED TSB 17-0044. REMOVED TAIL LAMPS, BUMPER COVER, REAR LIFTGATE TRIM PANELS, EXTERIOR QUATER TRIM MOULDINGS, AND INTERIOR QUATER TRIM PANEL AND REMOVED REAR SPOILER. INSPECTED ALL GROMMETS AND BODY PLUGS ARE FASTENED CORRECTLY. RESEALED ANY JO INT THAT HAD A CRACK OR NO SEALER. PRESSURIZED CAB IN. SPRAYED SOAPY WATER ON SEAMS NO BUBBLES. REPRO GRAMED HVAC. INSTALLED REAR SPOILER SERVICE KIT. R ETEST FOR PUMES. OK AT THIS TIME	
#2 - 99P: PERFORM MULTI POINT INSPECTION Sub Total: .00	

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 the 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.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



2496 South Lee Highway
Cleveland, TN 37311
(423) 472-5454
www.larryhillford.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
8/24/17	/2
R/O Close Date	Status
9/25/17	Reprint
Mileage In	Mileage Out
2965	2968
Service Advisor / Tag #	

Ron tackett/	
Vehicle Identification Number	
1FM5K7D82H	

Home Phone	Delivery Date	In-Service Date
	5/12/17	5/12/17

Year	Make	Model	Body	Color	License Number
2017	FORD	EXPLORER	XL T FWD	RUBY RED M	

COLTEWAH, TN

Year	Make	Model	Body	Color	License Number
2017	FORD	EXPLORER	XL T FWD	RUBY RED M	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
----------------------------------	--------

#2 - MR 99P: PERFORM MULTI POINT INSPECTION
Sub Total: Labor: .00 Parts: .00 Total: .00

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 the 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 here/in 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.

X

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

Repair Order

[REDACTED]		RO #	[REDACTED]	In Process
T17521: 17 FORD EXPLORER RUBY RED METALLIC T		Tag # /	[REDACTED]	6036 2965
1FM5K7D82H0	[REDACTED]	LPM C	Service Writer	Ron tackett
			Date Opened	08/24/17

TRIM MOULDINGS, AND INTERIOR QUATER TRIM PANEL AND
 REMOVED REAR SPOILER. INSPECTED ALL GROMMETS AND
 BODY PLUGS ARE FASTENED CORRECTLY. RESEALED ANY JO
 INT THAT HAD A CRACK OR NO SEALER. PRESSURIZED CAB
 IN. SPRAYED SOAPY WATER ON SEAMS NO BUBBLES.

2 99P: PERFORM MULTI POINT INSPECTION
 Pay Meth: MR Customer Pay Stat: I Est: .00 .00

Previous Next

Function*

Total Estimate

2017-11-02 09:58

RITA

4234853634 >>

BCD Travel P 11/11

WARRANTY REPAIR ORDER

BARRETT, RITA KAY
7941 FROSTWOOD LANE
COLTEWAH, TN 37363

Work Phone	R/O Open Date	R/O Number
	10/10/17	
Home Phone	R/O Close Date	Cross Reference #
Body	Mileage In	Mileage Out
XLT FWD	2982	3001
License Number	Service Advisor	
	Ron tackett	
Vehicle Identification Number	Delivery Date	In-Service Date
1FM5K7D82HG	5/12/17	5/12/17

Year	Make	Model
2017	FORD	EXPLORER
Vehicle Identification Number	Color	
1FM5K7D82HG	RUBY RED M	

T17521

DESCRIPTION OF SERVICE AND PARTS	COST	AMOUNT
----------------------------------	------	--------

Cell: [REDACTED]

#1 - DIAG: CUSTOMER STATES DIAGNOSE MISC CONCERN
CUSTOMER STATES THERE IS A SMELL IN THE VEHICLE TH
AT BURNS HIS EYES, GIVES HIM A HEDACHE AND MAKES H
IM SICK AFTER 10 MINUTES OF DRIVING

Tech: A06/ 0.00hrs @
RON TACKETT TEST DROVE THE VEHICLE AND DID NOT HAV
E ANY ADVERSE REACTION. WE REINSPECTED THE UNDERSI
DE, REAR AND FIREWALL AREA FOR POSSIBLE LEAK POINT
S AND DID NOT FIND ANY. ROY HOUSTON OUR FIELD SERV
ICE ENGINEER ADVISED TO INSPECT BY CREATING A VACU
UM INSIDE THE CABIN OR THE VEHICLE AND THEN GO ARO
UND THE OUTSIDE WITH THE SMOKE MACHINE LOOKING FOR
ANY ENTRY OF SMOKE INSIDE THE VEHICLE. WE COMPLET
ED A SMOKE TEST AND DID NOT FIND ANY INSIDE THE CA
BIN. RON TACKETT SAT INSIDE THE VEHICLE IN THE SUN
AND DID NOTICE THE NEW CAR ODOR. RON PLACED AN ODO
R ELIMINATOR MACHINE INSIDE THE VEHICLE FOR 24 HOU
RS. RON HAD SAT INSIDE OF OTHER NEW EXPLORERS ON T
HE LOT AND NOTICED THE DEGREE OF THE ODOR WAS DIFF
ERENT FROM VEHICLE TO VEHICLE. RON THEN PLACED MRS
. BARRETT'S VEHICLE BACK IN THE SUN FOR 24 HOURS AN
D FOUND THEN DEGREE OF NEW CAR ODOR WAS REDUCED. R
ON DID NOT INSTALL ANY AIR FRESHENERS IN THE VEHIC
LE.

#2 - RENTAL: RENTAL

ACCOUNT #	LABOR	.00
	PARTS	.00
METHOD	SUBLET	.00
	SHOP SUPPLIES	.00
	SALES TAX OR TAX I.D.	.00
RECEIPT #	DEDUCTIBLE	.00
	TOTAL DUE	.00



AZ

Krohn & Moss, Ltd.

Main Office
10 N. Dearborn St, 3rd Floor
Chicago, IL 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 216
Writer's Direct Facsimile
(866)-309-9458
Writer's Direct E-Mail
gmoss@consumerlawcenter.com
www.krohnandmoss.com

RECL Licensed to practice only in:
Illinois
Wisconsin

OGC Lit
Consumer Claims

November 20, 2017

SENT VIA CERTIFIED MAIL

Return Receipt No. [REDACTED]

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121

RE: [REDACTED] v. Ford Motor Company

Vehicle: 2017 Ford Explorer
VIN: 1FM5K7D87H [REDACTED]

Dear Sir/Madam:

Please be advised that this office represents the above-named individuals regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our clients under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients requires payment of our attorneys' fees. If you settle directly with our clients and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are defects present in my clients' vehicle for which relief is sought and numerous attempts to repair the vehicle have been unsuccessful. The defects include, but are not limited to:

1. Defective HVAC/exhaust system as evidenced by strong exhaust smell inside the cabin when A/C is on;
2. Defective engine as evidenced by oil leak;

3. Defective body/trim as evidenced by third row left side outboard seat trim falling off;
4. Defective steering/suspension as evidenced by rattle coming from the rear of vehicle while driving at slow speeds over speed bumps; and
5. Any additional defects, whether or not they are contained on any dealer repair orders.

Because of the defects, my clients have justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take her car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, “That’s all,” and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My clients' repair history clearly shows there was a breach of both written and implied warranties:

Based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow her the opportunity or permit her to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified in writing of your breach of warranty and of my clients' intent to pursue claims for breach of warranty in a court of law should you fail to amicably resolve this matter. Please be advised that pursuant to Uniform Commercial Code §2-711(3), my clients have a security interest in the vehicle. Unless you are willing to accept the return of the vehicle and reimburse my clients for all monies paid on the vehicle, my clients 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, my clients need return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§9-503 and 9-507, as well as any other applicable remedies.

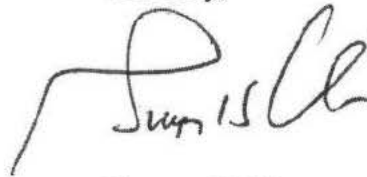
November 20, 2017

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code §9-404, that you file a termination statement within ten (10) days to terminate your security interest and forward a copy to me. Since my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code §9-404(1) in the amount of \$100.00, plus any loss caused to my clients by your failure to do so.

To avoid any litigation, my clients request the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defects and payment of our attorneys' fees pursuant to the fee-shifting provision of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort will be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory H. Moss", with a stylized flourish extending to the left.

Gregory H. Moss

GHM/vk

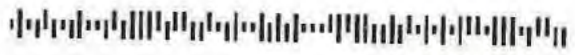
cc: [REDACTED]

Krohn & Moss, Ltd.
10 N Dearborn St., 3rd Floor
Chicago IL 60602

CERTIFIED MAIL



7017 1450 0002 1565 1001



Ford Motor Company
Customer Relationship Center
PO Box 6248
Dearborn MI 48121-6248

NOV 27 2017
NOV 27 2017



\$6.560
US POSTAGE
FIRST-CLASS
FROM 80209
11/20/2017
stamps.com



0625009565016

Case



General Info

Overview

Case Number	[Redacted]	Status	Resolved
Priority	[Redacted]	Owner	Tier 1 Inbound
Expected Resolution Date	[Redacted]	Status Reason	Resolved Closed
Input Channel	Phone		

Close Case

Close Case Info

Resolution Type	Close Issue	Comments - Close Case
Closure Type	Resolved	

Customer Info

Advanced Search

Search On	Contact	Search By
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Customer Name	[Redacted]	Caller Type
Best Contact Method	[Redacted]	Use for Reply-To
Best Daytime Phone	[Redacted]	Customer Delegate Jessica Chavez
Customer Home Phone	[Redacted]	Customer Delegate Phone
Customer Business Phone	[Redacted]	Relationship Wife
Customer Mobile Phone	[Redacted]	
Vehicle Purchase Status	Original Owner	

Current LTV Score 57

Customer Scores

Loyalty Score

Defector Score

LTV Score 57

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  1FM5K7D87HC  Mileage 3,500

Warranty Start Date 8/16/2017 Mileage Units Miles

Vehicle Modifications No Hours in Service

Original Selling Dealer Holmes Tuttle Ford Lincoln Converted Mileage

Original Selling PA 20337 Days Out of Service

Number of Repairs

Unit Down No Customer in Loaner No

Unit Down Date (at Dealership)

Primary Reason for Unit Down

Unit On-Road Date

Vehicle Specification

Vehicle Specification  2017 > FORD > EXPLORER > K7D - EXPLORER XLT FWD 4-DR
Full Path

Model Year  2017

Engines Specification  3.5L V6 CYCLONE TIVCT

Make  FORD

Transmissions Specification  6 SPD AUTO TRANS 6F

Model / Vehicle Line  EXPLORER

Body Style  K7D - EXPLORER XLT FWD 4-DR

Equipment and Software

SYNC Version SYNCGeneration 3

Modem / TCU? No

Installed SYNC Software Version

Installed Date

WiFi Capable

WiFi Enabled

Date Retrieved

Case Classification

Classification

Responsible Team  Tier 1 Inbound

Case Classification  Vehicle Concern > Repair Assistance > No repair / Warranty Denied > General/Other
Full Path

Case Classification  Vehicle Concern
Level 1

Case Classification  Repair Assistance
Level 2

Case Classification  No repair / Warranty Denied
Level 3

Case Classification  General/Other
Level 4

Classification

Initial Contact Target	11/16/2017 3:45 PM	Initial Contacted	No
Case Closure Target	1/2/2018 5:00 PM	Initial Contact Date	

Symptom Code

Symptom Code  Safe & Secure > Smoke/Odor > Exhaust > OTHER

Level 1  Safe & Secure

Level 2  Smoke/Odor

Level 3  Exhaust

Level 4  OTHER

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 0011733988

Stars ID

Tech Hotline No

FSA Number 17N03

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
<input checked="" type="checkbox"/>	Notes & Article	Close Case	Completed	Normal	11/16/2017 1:51...
<input checked="" type="checkbox"/>	Case Resolution	Case Resolution	Completed	Normal	11/16/2017 1:51...

Title: Note created 11/16/2017 01:50 PM by Brenda Flores, Default Team: IVT (In-Vehicle Technology), Default Team: IVT (In-Vehicle Technology)

CUST SAYS: We have taken our ford explorer to the dealership 3 times now because there is an exhaust leak. I smelled the odor since we first purchased the veh but my husband thought it was due to the veh being so new. The veh has 3,500 miles now and the odor is still there, its making us nauseous and dizzy when we are in the veh. DLR ADVISED: We have done all that we can for the issue contact the manufacturer. CRC ADVISED: I informed the customer about the customer satisfaction program 17N02. I advised the customer to try to speak to the SM at the dealer or seek a second opinion from another Ford dealership.


[Brenda Flores](#) 11/16/2017 1:51 PM

Article

Article

Admin Info

Admin Info

Created By	 Brenda Flores	Modified By	 Brenda Flores
Created On	11/16/2017 1:45 PM	Modified On	11/16/2017 1:51 PM
Begin Date	11/16/2017	Case Type	
Title	[REDACTED]	Source Created By	

[REDACTED]

[REDACTED]



SB AZ

Luis Ramirez, Esq. 40 W. Baseline Rd. Suite 203, Tempe, AZ 85283
480-947-7755 (phone) (866) 663-3497 (fax) lramirez@pryorandamar.com

November 20, 2017

RECEIVED

DEC 01 2017

Sent Via US Mail to:

Ford Motor Company
Customer Assistance Center
16800 Executive Plaza Drive
Dearborn, MI 48121

RE: [REDACTED] v. Ford Motor Company

Vehicle: 2016 Ford Explorer VIN#: 1FM5K7D83GG [REDACTED]

Our File Number: [REDACTED]

OGC Lit
Consumer Claims

Dear Sir/Madam:

Pryor, Ramirez & Amar, LLC represents [REDACTED] in their claim against Ford Motor Company pursuant to the Arizona Motor Vehicle Warranties Act ("Arizona Lemon Law"). 2016 Ford Explorer VIN#: 1FM5K7D83GG [REDACTED] ("Explorer"). Please direct all future contacts and correspondence to Pryor, Ramirez & Amar, LLC as listed above.

The Explorer has experienced consistent and substantial defects. According to our clients and the vehicle repair records, the Explorer suffered from the following defects and conditions: exhaust, including a noxious exhaust smell in the passenger cabin (4 repair attempts), hvac (2 repair attempts), trim, and electrical. This repair history is unreasonable under the Arizona Lemon Law. Indeed, repeated repair attempts meet the presumption created by the Lemon Law establishing an unreasonable repair history. A.R.S. § 44-1264 (A) (unreasonable repair history presumed after 4 repairs). Nevertheless, the vehicle remains defective and the noxious exhaust condition uncured.

The defects and repair history have caused substantial impairment in the use and value of the subject vehicle to our clients. The defect has also affected the health and safety of the [REDACTED] including causing their daughter suffer headaches from the noxious exhaust fumes. Further, the defects are not consistent with the Explorer name

and expectation of quality. After giving Ford and its authorized dealership repair agents more than a reasonable opportunity to resolve these issues, Mr. and Mrs. [REDACTED] have no other option but to pursue legal recourse. This letter constitutes direct written notification of the defects in Mr. and Mrs. [REDACTED]'s Explorer and of our clients' intent to pursue claims under A.R.S. § 44-1261 *et seq.*

To resolve the claim, our clients request a repurchase of the defective vehicle plus payment of their attorney's fees pursuant to the fee-shifting provisions of the Lemon Law. Mr. and Mrs. [REDACTED] would prefer to resolve this matter at this early stage, and save the parties the burden and expense of a lengthy litigation.

Accordingly, please contact our office within fourteen (14) days if you wish to resolve the claim. If we are not contacted within that time, we will be forced file a formal claim in Court. It is our desire, however, to work out these issues with Ford Motor Company efficiently and in a manner that is best for all parties involved. Thank you for your attention to this matter.

Sincerely,


Luis Ramirez, Esq.

Cc: [REDACTED]

Case



General Info

Overview

Case Number	[Redacted]	Status	Resolved
Priority	High	Owner	Tier 2 CCT
Expected Resolution Date		Status Reason	Resolved Closed
Input Channel	Phone		

Close Case

Close Case Info

Resolution Type	Addressed	Comments - Close Case
Closure Type	Addressed	

Customer Info

Advanced Search

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

Current LTV Score 63

Customer Scores

Loyalty Score

Defector Score

LTV Score 63

Dissat Score

In-Market

ESP Score

Likelihood to Service

Service Segments

Loyalty Segment - Mexico

Dealer Info

Dealer Info

Dealer Name  Bell Ford

Dealer PA Code 20360

Dealer Service Manager  John Polaski

Dealer Phone Number (602) 866-1776

More than one Service Manager No

Dealer Contact

Service Mgr Phone

Ford CSM  Catherine Donley

Portal Status No New Message

FMCC Branch Code

Vehicle Info

Vehicle Info

VIN  1FM5K7D83G [REDACTED]

Mileage 14,000

Warranty Start Date 5/31/2016

Mileage Units Miles

Vehicle Modifications No

Hours in Service

Original Selling Dealer Don Sanderson Ford

Converted Mileage

Original Selling PA 20301

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  2016 > FORD > EXPLORER > K7D - EXPLORER XLT FWD 4-DR
Full Path

Model Year  2016

Engines Specification  3.5L V6 CYCLONE TIVCT

Make  FORD

Transmissions Specification  6 SPD AUTO TRANS 6F

Model / Vehicle Line  EXPLORER

Body Style  K7D - EXPLORER XLT FWD 4-DR

Equipment and Software

SYNC Version SYNCGeneration 1.1

Modem / TCU? No

Installed SYNC Software Version

Installed Date

WiFi Capable

WiFi Enabled

Date Retrieved

Case Classification

Classification

Responsible Team  Tier 1 Inbound

Case Classification  Vehicle Concern > Buyback Request > Non-California Vehicle > CCT Criteria
Full Path

Case Classification  Vehicle Concern
Level 1

Case Classification  Buyback Request
Level 2

Case Classification  Non-California Vehicle
Level 3

Case Classification  CCT Criteria
Level 4

Classification

Initial Contact Target	7/28/2017 10:00 AM	Initial Contacted	No
Case Closure Target		Initial Contact Date	

Symptom Code

Symptom Code	 Safe & Secure > Smoke/Odor > Exhaust > Hot
Level 1	 Safe & Secure
Level 2	 Smoke/Odor
Level 3	 Exhaust
Level 4	 Hot

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 0010982327

Stars ID

Tech Hotline No

FSA Number

Campaign Number

Repair Order Number

Chat UID

Vendor Supplied Case Id

Contract Info

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

Activities

All Activities

Subject	Activity Type	Activity Status	Priority	Date Created
[REDACTED]	Close Case	Completed	Normal	11/13/2017 4:21...
[REDACTED]	Case Resolution	Completed	Normal	11/13/2017 4:21...
[REDACTED]	Phone Call	Completed	Normal	11/13/2017 4:16...

[REDACTED]

ER [REDACTED]
 m: To: Subject: RE: C [REDACTED]
 8

Title: Note created on 11/08/2017 01:39 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 Summary: Cust has exhaust odor concern with vehicle and there was a workmanship concern as another DLR advised that Bell ford did not properly complete the repair. Cust came back in and Bell Ford completed repair and odor is still present. CSM advised cust to contact DLR to bring vehicle back in or get 2nd opinion at another DLR. Cust brought vehicle back in and repair is completed and cust has picked up vehicle. Cust advised repair has not resolve exhaust odor concern. Cust requested GFR. CSM sent OBE to SM Rex Williams at Don Sanderson Ford and to Guido at Bell Ford to get RO info for GFR. NEXT STEPS: FU to get RO info from Bell Ford and Don Sanderson Ford an complete GFR 11/13 and FU on 11/14 to contact cust with GFR status update

[Catherine Donley 11/8/2017 1:40 PM](#)

Title: Note created on 11/08/2017 01:38 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 CSM Catherine x77814 made OBC to Cust [REDACTED] CSM advised cust will complete another GFR and FU by Tuesday. Cust says exhaust odor is still present and he does not want to bring vehicle back in.

[Catherine Donley 11/8/2017 1:39 PM](#)

Title: Note created on 11/08/2017 01:37 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 CSM Catherine X77814 received VM from Cust advising there is exhaust odor in vehicle and he wants vehicle bought back.

[Catherine Donley 11/8/2017 1:38 PM](#)

Title: CAS-1 [REDACTED]; 1FM5K7D83GG [REDACTED]
 Email Created On: 11/8/2017 1:33:18 PM From: To: Subject: CAS- [REDACTED] 1FM5K7D83GG [REDACTED]
 Rex, Will you please contact hotline? May I please have a repair update? This customer is requesting a good faith review for the state lemon law. Will you please provide the RO closed date (date customer picked up) in the red field for each RO listed. RO [REDACTED]
 Open Date: 06/01/16 Mileage: 83 Concern: Left door has paint mark under clear coat Repair: Refinished left rear door paint flaw Days Down: ____ RO: Open Date: Mileage: Concern: Repair: Days Down: ____ Thank you, Ford Motor Company Catherine Donley |
 Customer Service Manager |FCSD 866-631-3788 x77814| eFax: 866-296-0134 cdonley2@ford.com| www.ford.com

[SYSTEM 11/8/2017 1:33 PM](#)

Title: CA [REDACTED]; 1FM5K7D83GG [REDACTED]
 Email Created On: 11/8/2017 1:30:31 PM From: To: Subject: CAS- [REDACTED] 1FM5K7D83GG [REDACTED]
 Guido, This customer is requesting a good faith review for the state lemon law. Will you please provide the RO closed date (date customer picked up) in the red field for each RO listed. Please include information for all ROs including internal on the lines below if there are additional ROs. RO: 5 [REDACTED] Open Date: 10/4/16 Mileage: 3409 Concern: Driver door B pillar trim panel loose from door frame Repair: Replaced B pillar trim panel Days Down: ____ RO: [REDACTED] Open Date: 1/27/17 Mileage: 7,379 Concern: Rear cup holder will not stay closed Repair: Installed new cup holder assembly Days Down: ____ RO: [REDACTED] Open Date: 2/20/17 Mileage: 8,280 Concern: Paint rubbing off inside right and left lock pillar on 4 panels Repair: Refinished paint on right and left panels 1/4 Days Down: ____ RO: [REDACTED] Open Date: 06/06/17 Mileage: 12,826 Concern: Second row seating right and left side AC overhead and AC vent registers do not stay in open position when AC is in use Black panel on driver door is loose along top rear corner Repair: Replaced AC overhead vent pieces and replaced AC overhead vent trim pieces Replaced left front B Pillar trim piece and replaced keyless entry keypad Days Down: ____ RO: [REDACTED] Open Date: 07/17/17 Mileage: 13,831 Concern: Exhaust odor inside vehicle when driving Repair: Resealed the body; installed seam sealer at all visible seams; installed new sealing parts under rear bumper and third brake light assembly and replaced muffler assembly Days Down: ____ RO: 5 [REDACTED] Open Date: 07/25/17 Mileage: 14,167 Concern: Exhaust odor inside vehicle when driving Repair: Replaced rear air vents with updated air vent parts; Updated HVAC module Days

Down: ____ RO: Open Date: Mileage: Concern: Repair: Days Down: ____ RO: Open Date: Mileage: Concern: Repair: Days Down: ____
Thank you, Ford Motor Company Catherine Donley | Customer Service Manager |FCSD 866-631-3788 x77814| eFax: 866-296-0134
cdonley2@ford.com| www.ford.com

SYSTEM 11/8/2017 1:30 PM

Title: Note created on 11/03/2017 06:30 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

Summary: Cust has exhaust odor concern with vehicle and there was a workmanship concern as another DLR advised that Bell ford did not properly complete the repair. Cust came back in and Bell Ford completed repair and odor is still present. CSM advised cust to contact DLR to bring vehicle back in or get 2nd opinion at another DLR. Cust brought vehicle back in and repair is completed and cust has picked up vehicle. CSM left message. NEXT STEPS: FU 11/8 with cust post repair to see about repair satisfacion

Catherine Donley 11/3/2017 6:31 PM

Title: Note created on 11/03/2017 06:29 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to Cust [REDACTED] Left VM.

Catherine Donley 11/3/2017 6:30 PM

Title: Note created on 11/03/2017 06:28 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to DLR (602) 866-1776. Spoke with SA Blake. SA advised repair completed and cust has picked up the vehicle.

Catherine Donley 11/3/2017 6:29 PM

Title: Note created on 10/31/2017 05:43 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to DLR 1776. Phone rang many times no answer.

Catherine Donley 10/31/2017 5:44 PM

Title: FSE Technical Assistance Request Assignment for Case - [REDACTED]

Email Created On: 10/31/2017 5:42:38 PM From: To: Patrick Mitchell Subject: FSE Technical Assistance Request Assignment for Case - [REDACTED]
[REDACTED] Please refer to the above regarding case for details about this FSE Technical Assistance Request

FordCRMAppUserAccount CRM 10/31/2017 5:42 PM

Title: Note created on 10/31/2017 05:40 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

NEXT STEPS: FU on repair and escalate parts if needed and update cust on repair status 11/3

Catherine Donley 10/31/2017 5:41 PM

Title: CAS [REDACTED] AMY JEREAMIE MCPEEK; 1FM5K7D83GG [REDACTED]

Email Created On: 10/31/2017 5:41:22 PM From: To: Subject: CA [REDACTED]
1FM5K7D83GG [REDACTED] Guido, Please contact hotline. The customer has advised you are waiting on parts. Please advise if the parts are on backorder and if so may I please have the paco#, dor# and part # so that I may escalate the part? Thank you, Ford Motor Company Catherine Donley | Customer Service Manager |FCSD 866-631-3788 x77814| eFax: 866-296-0134 cdonley2@ford.com| www.ford.com

SYSTEM 10/31/2017 5:41 PM

Title: Note created on 10/31/2017 05:39 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

Summary: Cust has exhaust odor concern with vehicle and there was a workmanship concern as another DLR advised that Bell ford did not properly complete the repair. Cust came back in and Bell Ford completed repair and odor is still present. CSM advised cust to contact DLR to bring vehicle back in or get 2nd opinion at another DLR. Cust brought vehicle back in and advised they are waiting on parts.

Catherine Donley 10/31/2017 5:40 PM

Title: Note created on 10/31/2017 05:38 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to Cust 602 478 0436. Cust says vehicle has been in for repair for several days and they are waiting on parts. CSM advised will FU if any parts need escalating and FU with cust by Friday on repair.

Catherine Donley 10/31/2017 5:39 PM

Title: CAS-1 [REDACTED]; 1FM5K7D83GG [REDACTED]

Email Created On: 10/31/2017 5:37:16 PM From: To: Subject: CA [REDACTED]
1FM5K7D83GG [REDACTED] Guido, May I please have a repair update? Thank you, Ford Motor Company Catherine Donley | Customer Service Manager |FCSD 866-631-3788 x77814| eFax: 866-296-0134 cdonley2@ford.com| www.ford.com

SYSTEM 10/31/2017 5:37 PM

Title: Note created on 10/25/2017 07:02 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

Summary: Cust has exhaust odor concern with vehicle and there was a workmanship concern as another DLR advised that Bell ford did not properly complete the repair. Cust came back in and Bell Ford completed repair and odor is still present. CSM advised cust to contact DLR to bring vehicle back in or get 2nd opinion at another DLR. Cust will schedule to bring vehicle back in to Bell Ford. Cust will scheduled for 10/27 and CSM will FU on 10/31 NEXT STEPS :FU 10/31 to see if cust brought vehicle back in

Catherine Donley 10/25/2017 7:03 PM

Title: Note created on 10/25/2017 07:02 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to Cust. Cust will bring vehicle in by Friday. CSM advised will FU by Tuesday.

Catherine Donley 10/25/2017 7:03 PM

Title: FW: C [REDACTED] 5

Email Created On: 10/20/2017 7:48:08 PM From: To: Subject: FW [REDACTED] Hello Starla, I am replying from my business email account. We have not taken our Explorer back into a dealership as of yet. I spoke with the General Manager of Bell Ford a week ago today, I believe, but then left the country for a business trip overseas. I just returned last night and

had a voice message from Bell Ford, which was left yesterday afternoon. We have been playing phone tag since then, so I do not know what they are going to suggest next. Hopefully we will connect still this afternoon, or if not, on Monday. So please do not close our case. The issue has not been resolved yet [REDACTED] Begin forwarded message:

SYSTEM 10/20/2017 7:48 PM

Title: C [REDACTED] 0

Email Created On: 10/17/2017 6:36:41 PM From: To: Subject: C [REDACTED] I am assisting with your case, and would like to follow up with you regarding the repair of your vehicle. Please confirm the name of the dealership that you have taken the vehicle in, to resolve the odor issue. We were unsuccessful in reaching you via phone on October 12th, and will wait for your response to update the case. A final follow up will be scheduled for October 25th. If no response if received by then, the case will then be closed. Regards Ford Motor Company (r) Star Tyson-Rocourt | Customer Service Manager |FCSD 866-631-3788 x 77774| eFax: 866-319-0560 srocourt@ford.com| www.ford.com

SYSTEM 10/17/2017 6:36 PM

Title: Note created on 10/12/2017 05:13 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

Summary: Cust has exhaust odor concern with vehicle and there was a workmanship concern as another DLR advised that Bell ford did not properly complete the repair. Cust came back in and Bell Ford completed repair and odor is still present. CSM advised cust to contact DLR to bring vehicle back in or get 2nd opinion at another DLR. Cust will schedule to bring vehicle back in to Bell Ford. NEXT STEPS: FU DLR 10/18 (3d attempt to contact cust) to verify cust brought vehicle in and have DLR contact hotline & send SME assist for multiple repair attempt and contact the customer as promised and update him on repair status DLR: Verify if cust brought vehicle in and if he did send SME assist for multiple repairs and have DLR contact hotline and get repair update Cust: FU if cust brought vehicle in for repair 3d attempt- if unable to contact by phone send email

Catherine Donley 10/12/2017 5:13 PM

Title: Note created on 10/12/2017 05:12 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to C [REDACTED]. Left VM. CSM made 2nd OBC to Cust (623) 703-9769. Left VM

Catherine Donley 10/12/2017 5:12 PM

Title: CAS-12806133-QQG3P0; [REDACTED] 1FM5K7D83GG [REDACTED]

Email Created On: 10/12/2017 5:09:57 PM From: To: Subject: CAS [REDACTED] K; 1FM5K7D83G [REDACTED] John, Did the customer bring the vehicle back in? If so, may I please have a repair update? Thank you, Ford Motor Company Catherine Donley | Customer Service Manager |FCSD 866-631-3788 x77814| eFax: 866-296-0134 cdonley2@ford.com| www.ford.com

SYSTEM 10/12/2017 5:09 PM

Title: Note created on 10/12/2017 04:48 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to DLR (602) 866-1776. CSM was transferred to ASM as SM not available and phone rang more than 10 times no response

Catherine Donley 10/12/2017 4:48 PM

Title: Note created on 10/09/2017 06:37 PM by Adam Park, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Adam assist CSM Catherine x77814 OBC to DLR (602) 866-1776 CSM Attempted to contact SM but line is busy CSM Adam OBC to customer (602) 478-0436 CSM LVm for customer checking if vehicle went back to DLR for odor concern Next step: CSM will f/u on vehicle back to DLR on 10/12

Adam Park 10/9/2017 6:37 PM

Title: Note created on 10/03/2017 05:42 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

Summary: Cust has exhaust odor concern with vehicle and there was a workmanship concern as another DLR advised that Bell ford did not properly complete the repair. Cust came back in and Bell Ford completed repair and odor is still present. CSM advised cust to contact DLR to bring vehicle back in or get 2nd opinion at another DLR. Cust will schedule to bring vehicle back in to Bell Ford. NEXT STEPS: FU DLR 10/9 to verify cust brought vehicle in and have DLR contact hotline & send SME assist for multiple repair attempt and contact the customer as promised and update him on repair status

Catherine Donley 10/3/2017 5:43 PM

Title: Note created on 10/03/2017 05:40 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to Cust [REDACTED]. Cust advised exhaust smell is not resolved. Cust says he will FU with GM. CSM advised will FU by Monday 10/9

Catherine Donley 10/3/2017 5:41 PM

Title: Note created on 10/03/2017 05:35 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to DLR (602) 866-1776. Phone rang multiple times no response - CSM disconnected call.

Catherine Donley 10/3/2017 5:36 PM

Title: Note created on 09/28/2017 05:30 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

NEXT STEPS: FU 10/3/17 Contact cust to see if exhaust smell concern resolved by Bell Ford (workmanship repair not completed correctly initial repair attempt)

Catherine Donley 9/28/2017 5:31 PM

Title: Note created on 09/28/2017 05:26 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to Cust [REDACTED] Left VM. CSM made 2nd OBC to Cust [REDACTED] 9. Mail Box is full.

Catherine Donley 9/28/2017 5:26 PM

Title: Note created on 09/22/2017 04:51 PM by Lisette Hodgin, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Lisette xt 77738 assisting CSM Catherine xt 77751 OBC to cust [REDACTED] picked up yesterday evening, he has not had an opportunity to drive enough to verify the repair, CSM advised we will follow up by 9/28 to verify repairs next steps: call cust verify repairs

[Lisette Estrada 9/22/2017 4:51 PM](#)

Title: Note created on 09/22/2017 04:45 PM by Lisette Hodgin, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Lisette xt 77738 assisting CSM Catherine xt 77751 OBC to DLRs (602) 866-1776, no answer in service

[Lisette Estrada 9/22/2017 4:45 PM](#)

Title: Note created on 09/20/2017 01:58 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

NEXT STEPS: FU 9/22/17 on repair and update cust to see if exhaust concern was resolved

[Catherine Donley 9/20/2017 1:58 PM](#)

Title: Note created on 09/20/2017 01:58 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to Cust [REDACTED] Cust says repairs are completed and SM wanted to drive vehicle over night to test it and cust will probably pick up vehicle tomorrow. CSM advised will FU post repair on Friday.

[Catherine Donley 9/20/2017 1:58 PM](#)

Title: Note created on 09/15/2017 06:25 PM by Adam Park, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Adam assist CSM Catherine x77814 OBC to DLR (602) 866-1776 Spoke w/ DLR who states vehicle has not come back to DLR CSM Adam OBC to customer [REDACTED] Spoke w/ customer states DLR advised has loaner car for customer and customer will bring vehicle to DLR on Mon and CSM will f/u on Tues Next step: CSM will f/u with DLR and customer on repair status on 09/19

[Adam Park 9/15/2017 6:25 PM](#)

Title: Note created on 09/15/2017 01:10 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

NEXT STEPS: FU 9/19/17 to see if cust brought vehicle in for workmanship concern and update cust on repair status

[Catherine Donley 9/15/2017 1:10 PM](#)

Title: Note created on 09/15/2017 01:09 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to Cust 602 478 0436. CSM advised Guido should be contacting cust today. CSM advised will FU by Tuesday

[Catherine Donley 9/15/2017 1:09 PM](#)

Title: Note created on 09/15/2017 01:08 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to DLR 602 478 0436. Spoke with SM John. SM advised he will have Guido FU to contact cust today.

[Catherine Donley 9/15/2017 1:08 PM](#)

Title: [REDACTED] 1FM5K7D83GG [REDACTED]

Email Created On: 9/15/2017 1:07:51 PM From: To: Subject: [REDACTED]; 1FM5K7D83GG [REDACTED]

John, This customer has a workmanship concern as he went to Don Sanderson Ford for a second opinion and they advised that the vehicle needed to come back to Bell Ford to resolve. He says he spoke with Guido and was promised a call back to schedule an appointment and he has not heard anything. Would you please contact him at 602 478 0436. Thank you, Ford Motor Company Catherine Donley | Customer Service Manager |FCSD 866-631-3788 x77814| eFax: 866-296-0134 cdonley2@ford.com| www.ford.com

[SYSTEM 9/15/2017 1:07 PM](#)

Title: Note created on 09/15/2017 01:00 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to Cust [REDACTED]. Cust says he spoke with Guido at Bell Ford and he promised to resolve workmanship concern and contact cust back once he located a loaner. Cust says he is still waiting to hear back. CSM advised will FU with DLR and have FU with cust

[Catherine Donley 9/15/2017 1:00 PM](#)

Title: Note created on 09/15/2017 12:48 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to DLR 8600. Spoke with SM Rex. SM advised Bell Ford did not complete repair correctly and Ford can't be charged twice for same repair and referred cust back to Bell Ford for workmanship.

[Catherine Donley 9/15/2017 12:48 PM](#)

Title: Delay in Ford and Lincoln case support [REDACTED] 54

Email Created On: 9/8/2017 7:26:41 AM From: FMC360 Email Subscription To: [REDACTED] Subject: Delay in Ford and Lincoln case support [REDACTED] You, or your dealer, have recently contacted Ford or Lincoln Motor Company regarding your vehicle. Due to current weather conditions in the Southeast, contacts regarding your case will be delayed. We appreciate your understanding and ask that you please continue to work with your local dealership for assistance. We will follow up as soon as possible once weather conditions allow return to normal operations. This is an unmonitored email account ***Do Not Reply Directly To This Email Address As Your Email Will Not Be Delivered Or Read***

[CRM Admin Team 9/8/2017 7:42 AM](#)

Title: Note created on 09/07/2017 05:24 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

NEXT STEPS: FU 9/14/17 on repair and update cust on status of repair

[Catherine Donley 9/7/2017 5:24 PM](#)

Title: Note created on 09/07/2017 05:24 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to Cust [REDACTED] Cust says he brought the vehicle to Don Sanderson Ford for 2nd opinion. Cust says his SA name is Art. Cust advised SA told him they may send him back to Bell Ford as they may have to pay for the repair. CSM advised will FU by 9/14

[Catherine Donley 9/7/2017 5:24 PM](#)

Title: Note from Portal Message

Please contact hotline for assistance with repair. Thank you, CSM Catherine

[Catherine Donley](#) 9/7/2017 5:23 PM

Title: Note created on 09/01/2017 02:05 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
NEXT STEPS: FU 9/7/17 if cust will bring in for 2nd opinion (3d attempt to contact cust)

[Catherine Donley](#) 9/1/2017 2:09 PM

Title: C [REDACTED] PO [REDACTED] 1FM5K7D83G [REDACTED]

Email Created On: 9/1/2017 2:08:34 PM From: To: Subject: C [REDACTED] 1

Mr. [REDACTED], I am emailing you regarding your recent contact with Ford Motor Co. I am your Customer Service Regional Manager. My role is to work with you and the dealership to facilitate a resolution to your concern. I will be glad to facilitate repairs and the first step is to ensure the vehicle is evaluated. If you would be so kind as to confirm your appointment and the dealership you have selected to address the concern. I will be following up with you regardless. After the vehicle is at the dealership, I will remain involved until it is resolved. You will find my contact information below my signature. Respectfully, Ford Motor Company Catherine Donley | Customer Service Manager | FCS D 866-631-3788 x77814 | eFax: 866-296-0134 cdonley2@ford.com | www.ford.com

[SYSTEM](#) 9/1/2017 2:08 PM

Title: Note created on 09/01/2017 01:59 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
CSM Catherine X77814 made OBC to [REDACTED] 6. Mail box is full. CSM made 2nd OBC to Cust [REDACTED] 6. Mail box is full.

[Catherine Donley](#) 9/1/2017 2:03 PM

Title: Note created on 08/25/2017 06:44 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
CSM Catherine x77814 made OBC to Cust [REDACTED]. Unable to leave message mail box full. Heavy case volume will set FU for 8/31

[Catherine Donley](#) 8/25/2017 6:48 PM

Title: Note created on 08/21/2017 06:22 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
NEXT STEPS: FU 8/25/17 to see if cust brought in for 2nd opinion and which dealership

[Catherine Donley](#) 8/21/2017 6:27 PM

Title: Note created on 08/21/2017 06:22 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
CSM Catherine X77814 made OBC to [REDACTED]. Left VM.

[Catherine Donley](#) 8/21/2017 6:26 PM

Title: Note created on 08/15/2017 06:56 PM by Catherine Donley, Default Team: Tier 2 CCT

NEXT STEPS: FU 8/21/17 to see if cust scheduled for 2nd opinion and which dealership

[Catherine Donley](#) 8/15/2017 7:00 PM

Title: Note created on 08/15/2017 06:55 PM by Catherine Donley, Default Team: Tier 2 CCT
CSM Catherine X77814 made OBC to Cust. Cust advised he looked into trade in and is not feasible. Cust advised he will look into 2nd opinion. Cust advised what if the dealership won't provide a 2nd opinion. CSM advised Dealerships are all individually owned and franchised and can refuse service if they choose however there are several DLRs available in the area. CSM went over the list of dealerships within 10 miles. Cust will check into and contact CSM back. CSM advised will FU by Monday

[Catherine Donley](#) 8/15/2017 7:00 PM

Title: Note created on 08/09/2017 06:01 PM by Catherine Donley, Default Team: Tier 2 CCT

NEXT STEPS: FU 8/15/17 to see if cust will proceed with trade in or will bring vehicle back in for repair of exhaust fumes-possibly a 2nd opinion at another DLR

[Catherine Donley](#) 8/9/2017 6:05 PM

Title: Note created on 08/09/2017 06:01 PM by Catherine Donley, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to Cust [REDACTED] CSM advised cust vehicle did not meet state criteria for buyback. CSM advised cust of trade in option and offered 2nd opinion at another DLR. CSM advised can refer to back of warranty guide if in dispute of GFR finding. CSM advised will FU 8/15 to see if cust will bring vehicle back in

[Catherine Donley](#) 8/9/2017 6:04 PM

Title: Note created on 08/09/2017 05:58 PM by Catherine Donley, Default Team: Tier 2 CCT

After review, it appears this vehicle does not meet the requirements for a repurchase/replacement under the state guidelines based on repair attempts and days down.

[Catherine Donley](#) 8/9/2017 6:02 PM

Title: File Attachment, Default Team: Tier 2 CCT

 [REDACTED] GFR C [REDACTED].docx

[Catherine Donley](#) 8/9/2017 6:00 PM

Title: Note created on 08/09/2017 05:54 PM by Catherine Donley, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to DLR 1776. Left message with Shannon for SM John to contact CSM.

[Catherine Donley](#) 8/9/2017 5:57 PM

Title: Note created on 08/04/2017 07:03 PM by Catherine Donley, Default Team: Tier 2 CCT

NEXT STEPS: FU 8/9/17 to complete GFR and update cust on GFR status

[Catherine Donley](#) 8/4/2017 7:06 PM

Title: Note created on 08/04/2017 07:02 PM by Catherine Donley, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to Cust. CSM advised GFR not yet completed and will FU by Wednesday 8/9. Cust asked if CSM gets involved with trade in. CSM advised not in customer care is all handles thru DLR.

Catherine Donley 8/4/2017 7:06 PM

Title: Note created on 08/03/2017 03:50 PM by Catherine Donley, Default Team: Tier 2 CCT

NEXT STEPS: FU to complete GFR 8/4/17 and update cust on GFR status.

Catherine Donley 8/3/2017 3:54 PM

Title: Note created on 08/03/2017 03:50 PM by Catherine Donley, Default Team: Tier 2 CCT

CSM Catherine X77814 received IBC from Cust. CSM advised GFR still in progress and will FU by tomorrow 8/4. CSM started GFR and sent OBE to SM John requesting RO info for GFR

Catherine Donley 8/3/2017 3:54 PM

Title: [REDACTED] 1FM5K7D83GG [REDACTED]

Email Created On: 8/3/2017 7:53:28 PM From: To: Subject: CAS-[REDACTED]; 1FM5K7D83GG [REDACTED]
John, This customer is requesting a good faith review for the state lemon law. Will you please provide the RO closed date (date customer picked up) in the red field for each RO listed. Please include information for all ROs including internal on the lines below if there are additional ROs. RO or Document Number RO Opened Date AWS Load or RO Closed Date Mileage Vehicle Concern Services Performed Days Out of Service 541146 10/04/16 10/07/16 3,409 *Driver door exterior pillar trim panel loose from door frame *Replaced pillar trim panel 550400 01/27/17 01/27/17 7,379 *Rear cup holder will not stay closed *Installed new cup holder assembly 552406 02/20/17 02/20/17 8,380 *Paint rubbing off inside right and left lock pillar *Repaired paint 561005 06/06/17 06/06/17 12,826 *A/C vent on second row seating right and left side do not stay in open position with A/C in use **Replaced A/C overheat air vent 564311 07/17/17 07/17/17 13,831 *Exhaust odor inside vehicle when driving *Installed seam sealer at all visual seams and installed new sealing parts under rear bumper and third brake light assembly and Replaced muffler assembly 564988 07/25/17 07/25/17 14,167 *Exhaust odor inside vehicle when driving on freeway *Replaced rear air vents with updated vent parts and updated HVAC module system MM/DD/YY MM/DD/YY Thank you, Ford Motor Company Catherine Donley | Customer Service Manager |FCSD 866-631-3788 x77814| eFax: 866-296-0134 cdonley2@ford.com| www.ford.com

SYSTEM 8/3/2017 3:53 PM

Title: Note created on 07/31/2017 05:15 PM by Catherine Donley, Default Team: Tier 2 CCT

NEXT STEPS: FU 8/3/17 to complete GFR and FU 8/4/17 to update cust on status of GFR

Catherine Donley 7/31/2017 5:19 PM

Title: Note created on 7/31/2017 5:15 PM by Catherine Donley, Default Team: Tier 2 CCT

1

Catherine Donley 7/31/2017 5:18 PM

Title: Note created on 07/31/2017 05:07 PM by Catherine Donley, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to DLR (602) 866-1776. Left message with Shannon for SM to contact CSM.

Catherine Donley 7/31/2017 5:10 PM

Title: Note created on 07/31/2017 04:56 PM by Catherine Donley, Default Team: Tier 2 CCT

Per below CSM advised cust will FU by Friday

Catherine Donley 7/31/2017 5:00 PM

Title: Note created on 07/31/2017 04:04 PM by Catherine Donley, Default Team: Tier 2 CCT

CSM Catherine X77814 received IBC from Cust. Cust wants vehicle bought back. CSM advised of GFR and advised can take 3 to 6 business days. CSM advised cust of trade in options and advised her role. CSM advised no buy back program directly thru Customer Care and advised if not eligible for buyback will look into facilitating repair. CSM offered 2nd opinion at another dealership and advised will make certain DLR utilizes hotline.

Catherine Donley 7/31/2017 4:07 PM

Title: Note created on 07/31/2017 04:02 PM by Catherine Donley, Default Team: Tier 2 CCT

Ticket Number: CAS-[REDACTED] 3 Ticket Number: [REDACTED] Customer: A [REDACTED] Business phone: [REDACTED]
Purchase Status: Original Owner Dealer name: Bell Ford Dealer
P&A: 20360 Dealer phone: (602) 866-1776 VIN: 1FM5K7D83GG [REDACTED] 2016 EXPLORER Mileage: 12000 Warranty Start Date: 5/31/2016 Engines Specification: 3.5L V6 CYCLONE TIVCT Open Recall/FSA: None ESP: None Hotline Contact: H71MU649 07/28/2017 12000 MILES SMOKE/ODOR EXHAUST HOT H2TED020 02/20/2017 12836 MILES PAINT/FINISH ALL SURFACES RUNS/SAGS TAPE LINES BOTH REAR DOORS G6BCN001 06/02/2016 83 MLES PAINT/FINISH LEFT SIDE MISMATCH LR DOOR APPEARANCE Warranty History: 9 Claims; 1 Current Concern Repr Date:17-JUL-2017 RL Cmpl Date:17-JUL-2017 DIST(Mile):13831 SMELL EITHER FUEL OR EXHAUST ODOR INSIDE CAR- RESEALED THE BODY BY FOLLOWING PRECEDURE 1 OF TSB 17-0444 AND REPLACED MUFFLER ASSEMBLY Original Selling Dealer: DON SANDERSON FORD

Catherine Donley 7/31/2017 4:05 PM

Title: Document Customer Re-contact activity Completed, CaseNumber: [REDACTED]

Email Created On: 7/31/2017 7:58:48 PM From: To: Subject: Document Customer Re-contact activity Completed, CaseNumber: CAS-[REDACTED] Document Customer Re-contact activity Completed

SYSTEM 7/31/2017 3:58 PM

Title: Document Customer Re-contact activity Completed, CaseNumber: [REDACTED]

Email Created On: 7/31/2017 7:58:45 PM From: FMC360 Email Subscription To: Catherine Donley, Michael McGee Subject: Document Customer Re-contact activity Completed, CaseNumber: CAS-[REDACTED] Document Customer Re-contact activity Completed

[CRM Admin Team](#) 7/31/2017 3:58 PM

Title: Note created on 07/31/2017 03:52 PM by Kimberly Oabina, Default Team: Tier 1 Inbound

CONTACT VIA phone [REDACTED]. cust was put on hold and then call got disconnected a few minutes ago. on friday, was advised that csm will be reviewing the buyback. no phone call as of this time. PER CUST, DLR SAYS: n/a CRC ADVISED: **case was originally ran as warranty no knock fix. changed the case to buyback classification. did not create a new case since this case has already been escalated by previous agent to CCT** Provide the customer with the name and phone number for the CSM assigned to the case/dealership. Advised callback should be today. . Cold transfer the call to the assigned CSM using their 77xx extension.

[Kimberly Oabina](#) 7/31/2017 3:56 PM

Title: Note created on 07/31/2017 03:38 PM by Donita Luna, Default Team: Tier 1 Inbound

CUST SAYS: Cust calling in reference with [REDACTED], asking for the CSM regarding on their request for buyback. PER CUST, DLR SAYS: N/A CRC ADVISED: Call got disconnected due to system issue.

[Donita Luna](#) 7/31/2017 3:42 PM

Title: Contact to Ford Motor Company RE:

Email Created On: 7/29/2017 11:58:52 AM From: FMC360 Email Subscription To: A [REDACTED] Subject: Contact to Ford Motor Company RE: Dea [REDACTED], This email is to confirm your recent contact to Ford Motor Company regarding your 2016 EXPLORER. You will receive contact from our regional Customer Service Manager (CSM) within 1 business day to introduce themselves and develop an action plan to address your concern. Your case number, along with the contact information for the regional Customer Service Manager is listed below. Case Number: [REDACTED] CSM Name: Catherine Donley CSM Phone: 866-631-3788 x77814 CSM Email: CDONLEY2@ford.com Sincerely, Ford Motor Company Customer Care Team

[FMC360 Email Subscription](#) 7/29/2017 7:58 AM

Title: Note created on 07/28/2017 03:18 PM by Desiree Reynolds, Default Team: Tier 1 Inbound

CONTACT VIA: [REDACTED] mobile CUST SAYS: I just got a message from Jewel she said call back and give my case number to speak with someone on the buyback request. The case number is [REDACTED] I was last at the dealer earlier this week Tuesday or Wednesday. Per customer dealer says: n/a CRC advised: I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealership's management team. The Ford Regional Customer Service Manager has access to all Ford resources and will use these resources to assist you and your dealership regarding your situation. The Ford Regional Customer Service Manager will receive the information you have just provided me and will do a thorough review on your behalf. You can expect a phone call from your Customer Service Manager within 1 business day.

[Desiree Reynolds](#) 7/28/2017 3:22 PM

Title: Note created on 07/28/2017 03:06 PM by Jewel Thompson, Default Team: IVT (In-Vehicle Technology)

CUST SAYS: The customer want to know if he can put in a Buy Back Request for his vehicle. PER CUST, DLR SAYS: NA CRC ADVISED: I did make an OBC and left a message to assure the customer he may put in for a Buy Back Request. I did indicate he may call at anytime to do so and that any Agent may be able to start the request for him.

[Jewel Thompson](#) 7/28/2017 3:10 PM

Title: Note created on 07/28/2017 03:01 PM by Abrisha Price, Default Team: Tier 1 Inbound

CUST SAYS: I spoke with Jewel yesterday; she gave me a case number. I was supposed to get a call back from her today but I never did. CUST STATES DLR SAYS: CRC ADVISED: I do see that there is a follow set in the system to call you back today. I will update the notes.

[Abrisha Price](#) 7/28/2017 3:05 PM

Title: Note created on 07/27/2017 08:11 PM by Jewel Thompson, Default Team: IVT (In-Vehicle Technology)

CUST SAYS: customer with a 2016 explorer says they are getting the exhaust in the vehicle and the dealer tried to fix it 3 different time and it is still getting in. the dealer told him to call us. His wife is scared and his daughter gets headaches every time she is in the vehicle. The customer is looking into a better fix or a buy back. PER CUST, DLR SAYS: They have no more fixes at this time CRC ADVISED: As soon as Ford has developed a fix for this concern, the dealership will be notified. Please stay in contact with the service department at your dealership so they can update you as soon as new information becomes available. The FMC will notify you if any recalls are issued. I did set-up a call back with the customer for BBR information.

[Jewel Thompson](#) 7/27/2017 8:15 PM

Article

Article

Admin Info

Admin Info

Created By

 Jewel Thompson

Modified By

 Catherine Donley

Created On 7/27/2017 7:55 PM

Modified On 11/13/2017 4:21 PM

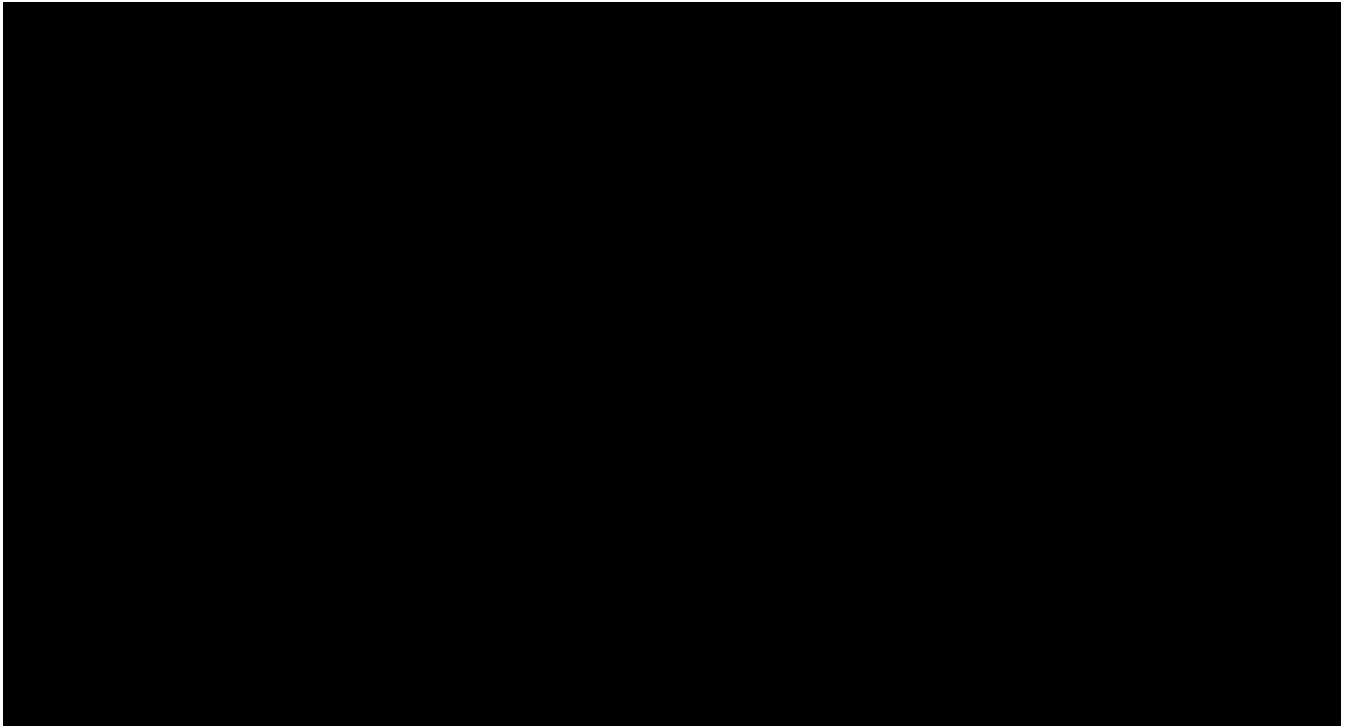
Begin Date 7/27/2017

Case Type

Title

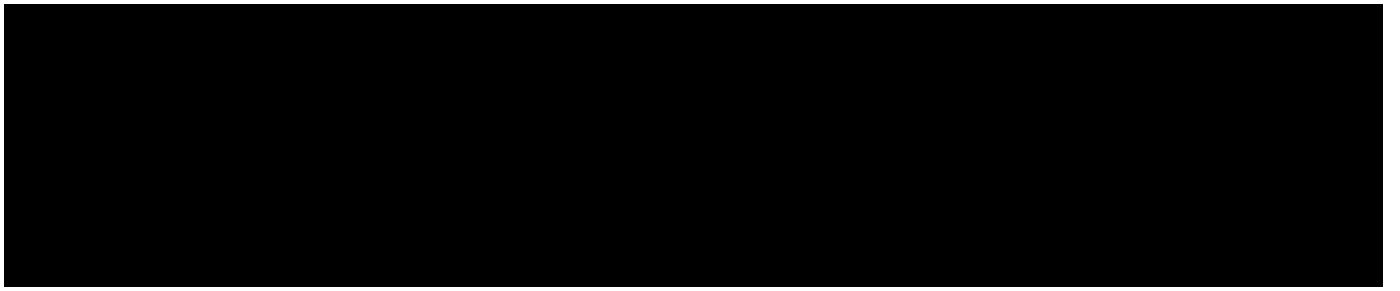
Source Created By

STOCKTON,









From: [Ordcalp, F \(F.\)](#)
To: [Clark, Jessica \(J.E.\)](#)
Subject: FW: Dealer/Fleet Request for OGC Review
Date: Thursday, November 30, 2017 1:40:48 PM

From: DCPFORM, FMCDealer (.)
Sent: Thursday, November 30, 2017 1:40:46 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: murphy@huntingtonbeachford.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: Huntington Beach Ford
Requesting Dealer Fleet: HUNTINGTON BEACH FORD
PA Code: 05547
Contact Person: Greg Murphy
Title: Service Director
Phone Number: 7148426611
Fax Number:
Email: murphy@huntingtonbeachford.com
Region: Los angeles
Address: 18255 Beach Blvd
City: Huntington Beach
State: California
Zip Code: 92648

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 04.30.17
Vehicle Year: 2017
Vehicle Model: Explorer
Vehicle VIN: 1FM5K8GT3HGC77108
Mileage: 8305
customer Fleet Name: [REDACTED]
Street Address: [REDACTED]
City : Huntingto
State : California
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: Los Angeles

DETAILS OF INCIDENT:

Medical Attention Sought
Date of Incident: 2017-11-29
County incident occurred: Orange

Is customer alleging a component defect CAUSED the incident? YES

Details: Customer states that carbon monoxide entering the cabin possibly has given her a medical issue with her heart.

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: Performed inspection at Huntington Beach Ford 11.28.17. Went back through the repairs performed as part of 17N03. Contacted tech hotline and we were informed not to do anything further.

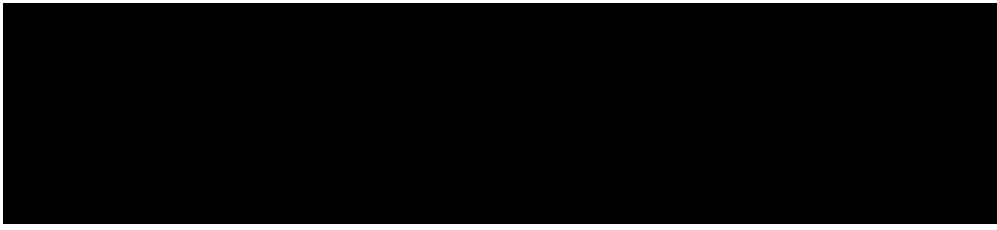
Attorney information:

CVO Contact:

Resolution Customer is seeking: Has not stated.

Comments: Vehicle was brought back into our service department on 11/28/17 after campaign 17N03 was performed on 11/16/2017. customer stated that the CM detector alarm that she installed in her car continues to set warning tone.

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Harris County Workers' Compensation Office

1310 PRAIRIE • SUITE 422 • HOUSTON, TX 77002 • PHONE (713) 274-5476 • FAX (713) 755-8869

November 30, 2017

VIA: CERTIFIED MAIL RETURN RECEIPT
& REGULAR MAIL

Ford Motor Company
1 Amerian Rd.
Dearborn, MI 48126

00014
Product Claims

RE: Employee: [REDACTED]
Employer: Harris County
DOI: 07/17/2017
Claim No: 59 [REDACTED]

DEC - 5 2017

Dear Sirs,

On 07/17/2017, [REDACTED] sustained injuries in the course of his employment with Harris County.

AS&G Claims Administration, Inc., will be adjusting the workers' compensation claim for Harris County, which is self-insured.

It is possible that [REDACTED] may make a claim against you for the injuries. Please consider this letter as notice of the interest for Harris County, an interest which must be protected in the event you make any settlement with [REDACTED] as a result of the 07/17/2017 incident.

We suggest you advise your liability insurance carrier, if necessary.

Please call me if you do not have any liability insurance. If you have insurance, please list information below and return to me.

Insurance Carrier Name:
Address:

Phone Number:
Policy Number:

Sincerely,
AS&G Claims Administration, Inc.

Pat Martinez
Adjuster



Harris County Workers' Compensation Office

1310 PRAIRIE • SUITE 422 • HOUSTON, TX 77002 • PHONE (713) 274-5476 • FAX (713) 755-8869

February 2, 2018

OGC Lit
Product Claims

Ford Motor Company
Office of General Counsel
PO Box 70
Dearborn, MI 48121-0070

RE: Employer: HARRIS COUNTY
Injured Worker: [REDACTED]
Date of Loss: 07/17/2017
Claim #: [REDACTED]

Dear Jessica Clark,

Per your letter dated 12/11/2017, we were able to obtain the information requested

Make, Model, Model Year: [REDACTED]

Alleged Defect: carbon dioxide leak

Vehicle (VIN) of the subject vehicle 1FM5K8AR8HC [REDACTED]

Sincerely,
AS&G Claims Administration, Inc.

Pat Martinez
Adjuster
(713) 274-5480



PRIVILEGED AND CONFIDENTIAL

Office of the General Counsel

Ford Motor Company
Product Claims Department
PO Box 70
Dearborn, MI 48121-0070

December 11, 2017

AS&G CLAIMS
DEC 19 2017
ADMINISTRATION

AS&G
1310 Prairie, Suite 422
Houston, TX 77002
ATTN: PAT MARTINEZ

Re: Your Client: Harris County
Employee: [REDACTED]
Your Claim #: [REDACTED]
DOL: //1//11

Dear Pat:

In order to conduct a review of your claim we will need the following:

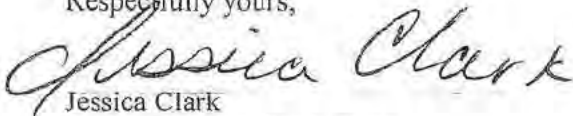
- Make, model, model year
- Alleged defect
- Vehicle Identification Number (VIN) of the subject vehicle.

Please forward the requested information along with this letter within ten (10) days via fax to (313)-845-5555 OR to the following mailing address:

Office of the General Counsel
Attention: Jessica Clark
P. O. Box 70
Dearborn, MI 48121

Once the requested information is received, your claim will be assigned for appropriate handling. If the requested information is not submitted within 10 days, we will be unable to process your claim and your file will be closed.

Respectfully yours,


Jessica Clark
Product Claims Department



**Service of Process
Transmittal**

12/12/2017

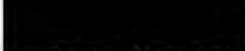
CT Log Number 

TO: Chris Dzbanski
Ford Motor Company
1 American Rd Whq 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:  vs. Ford Motor Company, Dft.

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

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

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2015 Ford Explorer, VIN:
1FM5K8B80F 

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

DATE AND HOUR OF SERVICE: By Priority Mail on 12/12/2017 postmarked on 12/11/2017

JURISDICTION SERVED : Pennsylvania

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

ATTORNEY(S) / SENDER(S): David J. Goldberg
David J. Goldberg & Associates, P.C.
1900 Allegheny Building
429 Forbes Street
Pittsburgh, PA 15219
412-894-9970

ACTION ITEMS: CT has retained the current log, Retain Date: 12/12/2017, Expected Purge Date:
12/17/2017
Image SOP
Email Notification, Chris Dzbanski cdzbansk@ford.com
Email Notification, Mary Ann MacKinnon mmackin1@ford.com

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

PRESS FIRMLY TO SEAL

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P	<small>usps.com</small> \$6.65 US POSTAGE <small>Flat Rate Env.</small>	[REDACTED]	
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PRIORITY MAIL 2-DAY™			
DAVID J GORBERG DAVID J GORBERG ASSOC PC 103 SIBLEY AVE ARDMORE PA 19003-2311		Expected Delivery Date: 12/14/17 0006	
Carrier -- Leave if No Response		C012	
SHIP TO: FORD MOTOR COMPANY C/O CT CORPORATION 800 N 2ND ST STE 401 HARRISBURG PA 17101-1071			
USPS TRACKING #			
9405 5036 9930 0146 3596 72			
Electronic Rate Approved #038555749			



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DAVID J. GORBERG & ASSOCIATES, P.C.

DAVID J. GORBERG¹
LAURA L. WOLFE¹
COURTNEY L. SOFIA⁴
EMMA C. ROBISON⁷

¹MEMBER OF PA AND NJ BARS
⁴MEMBER OF PA, NJ AND NY BARS
⁷MEMBER OF PA AND MA BARS

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1813 BERLIN ROAD
CHERRY HILL, NJ 08003

PITTSBURGH OFFICE
1900 ALLEGHENY BLDG.
429 FORBES AVENUE
PITTSBURGH, PA 15219

NEW YORK OFFICE
777 WESTCHESTER AVE, SUITE 101
WHITE PLAINS, NY 10604

December 11, 2017

Ford Motor Company
c/o CT Corporation
600 N. 2nd Street
Suite 401
Harrisburgh, PA 17101

RE: [REDACTED] vs Ford Motor Company
DOCKET [REDACTED]

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,


DAVID J. GORBERG

DJG/mk
Enclosure

Marie Kahlan

From: webmaster.pro@county.allegheny.pa.us
Sent: Friday, December 8, 2017 2:20 PM
To: MKAHLAN@MYLEMON.COM; DAVID@MYLEMON.COM;
LAPLEGATE@MYLEMON.COM; RMTKAHLAN@AOL.COM
Cc: promail@county.allegheny.pa.us
Subject: Dockets approved confirmation CaseID [REDACTED]

12/8/2017 Please be advised that the following case has been accepted by the Allegheny County Department of Court Records, Civil/Family Division.

Temporary case number [REDACTED]

Permanent case number [REDACTED]

Description: [REDACTED] vs Ford Motor Company

Status:Approved. Docket details are as follows:

Case [REDACTED] Docket Type:COMPL

Sequence nbr:1

Amount:\$171.75

(There will be an additional 4% service charge on all Credit Card e-filings by the merchant card provider)

Client ID:

Company ID:0.

Filing Date:12/8/2017 8:45:04 AM Filing Time:8:44.

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Marie Kahlan

From: webmaster.pro@county.allegheny.pa.us
Sent: Friday, December 8, 2017 2:21 PM
To: MKAHLAN@MYLEMON.COM; DAVID@MYLEMON.COM;
LAPLEGATE@MYLEMON.COM; RMTKAHLAN@AOL.COM
Cc: promail@county.allegheny.pa.us
Subject: Allegheny County Court of Common Pleas Event Notification [REDACTED]

An Arbitration Hearing has been scheduled for

Case Number [REDACTED] vs Ford Motor Company

at Room 702, City-County Building on 02/20/2018 at 09:00:00.

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

<p>Plaintiff(s)</p> <p>[REDACTED]</p> <p>PITTSBURGH PA [REDACTED]</p>	
<p>Defendant(s)</p> <p style="text-align: center;">Vs</p> <p>FORD MOTOR COMPANY C/O CT CORPORATION 600 N. 2ND STREET SUITE 401 HARRISBURG PA 17101</p>	<p>Case Number : [] - [] - []</p> <p>Type of pleading : COMPLAINT</p> <p>Code and Classification : <u>010</u></p> <p>Filed on behalf of [REDACTED]</p> <p>(Name of the filing party)</p> <p><input checked="" type="checkbox"/> Counsel of Record <input type="checkbox"/> Individual, If Pro Se</p> <p>Name, Address and Telephone Number : DAVID J. GORBERG 1900 ALLEGHENY BLDG 429 FORBES STREET PITTSBURGH PA 15219 412-894-9970</p> <p>Attorney's State ID : <u>53084</u></p> <p>Attorney's Firm ID : _____</p>

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

ARBITRATION DOCKET

NO. _____ - _____ - _____

vs.

HEARING DATE _____

Ford Motor Company

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The Notice to Defend set forth below explains what you must do to dispute the claims made against you. If you file the written response referred to in the Notice to Defend, a hearing on the Complaint and your defenses will take place in Room 2, 7th Floor of the Allegheny County Courthouse, 436 Grant Street, Pittsburgh, Pennsylvania, on the _____ day of _____, at 9:00 a.m. **IF YOU FAIL TO FILE THE RESPONSE DESCRIBED IN THE NOTICE TO DEFEND, A JUDGMENT FOR THE AMOUNT CLAIMED IN THE COMPLAINT MAY BE ENTERED AGAINST YOU *BEFORE* THE HEARING.**

If you file the response, **BUT FAIL TO APPEAR AT THE HEARING, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT YOU BEING PRESENT. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.**

NOTICE TO DEFEND

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

**LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
11th Floor Koppers Building - 436 Seventh Ave
Pittsburgh, PA 15219
Telephone: (412) 261-5555.**

YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU *BEFORE* THE HEARING. IF YOU DO NOT APPEAR FOR THE HEARING, THE CASE MAY BE HEARD IMMEDIATELY BEFORE A JUDGE. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG
Identification No.: 53084
1900 Allegheny Building
429 Forbes Street
Pittsburgh, PA 15219
412-894-9970

Attorney for Plaintiff

[REDACTED]
Pittsburgh, PA [REDACTED]

COURT OF COMMON PLEAS

vs.

ALLEGHENY COUNTY

Ford Motor Company
C/O CT CORPORATION
600 N. 2ND STREET
SUITE 401
HARRISBURG PA 17101

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen an legal resident of the Commonwealth of Pennsylvania residing at [REDACTED] Pittsburgh, PA [REDACTED]
2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 600 N. 2nd Street, Suite 401, Harrisburg, PA 17101.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.
4. On or about 2015, Plaintiff leased a new 2015 Ford Explorer (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FMSK8B80FG [REDACTED] the vehicle was leased and registered in the Commonwealth of Pennsylvania.
5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled \$16,573.96.
6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.
7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.
8. On or about 2015, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.
9. Said nonconformities consisted of but was not limited to defective exhaust system and various other defects. Copies of repair receipts are attached hereto and marked as Exhibit "A".
10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.
11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for the same nonconformity, and the nonconformity remains uncorrected.
12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.
13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or its authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

20. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$35,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

34. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)

(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

35. Section 15 U.S.C. §2310 (d) (1) 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.

36. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$35,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;
- c. Breach of Implied Warranty of Fitness For a Particular Purpose;
- d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the purchase 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.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$35,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(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.

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

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers Defendant's failure to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$35,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: 

DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X



DAVID J. GORBERG, ESQUIRE

Date: December 8, 2017

Detach Here

1 OF 1

Detach Here

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: DEC 31 2018 VALID: 11/15/17

PLATE: [REDACTED]
TITLE: [REDACTED]
VIN: 1FNSK6880FG
YR/MAKE: 2015 FORD
TYPE: SW
KID: 17319 3902 600920-001

I hereby acknowledge this day that I have received notice of the provisions of Section 3702 of the Vehicle Code.

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: ALLEGHENY

[REDACTED]
PITTSBURGH PA



REGISTRATION INFORMATION UNIT: 7/20/2018 10:00 AM

on back and the Wear-Care Addendum, if any, attached to this lease for additional excess wear and use terms. At the scheduled end of this lease, unless You purchase the Vehicle, You will receive a credit of \$0.00 per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed.

9. **Extra Mileage Option Credit.** At the scheduled end of this lease, You will receive a credit of \$0.00 per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed.

10. **Purchase Option at End of Lease Term.** \$18,274.40 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. **Other Important Terms.** See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

12. **WARRANTY:** The Vehicle is covered by any warranty indicated below:

Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

N/A

15. **OPTIONAL INSURANCE** These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance \$ N/A (Initial Coverage) \$ N/A (Premium) N/A (Insured(s))

Lessor: Co-Lessor:

b. Credit Disability Insurance \$ N/A (Monthly Coverage) \$ N/A (Premium) N/A (Insured(s))

N/A (Insurance Company)

Lessor: Co-Lessor:

13. **OFFICIAL FEES AND TAXES** \$2,195.40. The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. **VEHICLE INSURANCE MINIMUMS** You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$5,000 for any one person and \$30,000 for any one accident, and \$5,000 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy, unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24 on back)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

16. **LATE PAYMENTS** You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

17. **LESSOR SERVICES** None (See Item 22 on back)

18. **Returned Check Charge** You agree to pay a returned check charge of \$ N/A for each check, draft, or other order of payment that is dishonored for any reason.

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
\$ 2,365.00	\$ N/A	\$ 50.00	\$ 55.00	\$ N/A	\$ 645.00	\$ 134.00
N/A	Lic/Piling, Title	N/A	N/A	N/A	N/A	Total Gross Capitalized Cost
\$ N/A	\$ 28.00	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ 32,277.00

SIGNATURES AND IMPORTANT NOTICES

Important Notice: If You do not meet Your contractual obligations, You may lose the right to lease and use the Vehicle, as well as Your security deposit.

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessee: _____ By: _____ Title: _____
 Co-Lessee: _____ By: Title: _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

1FM5K8B00FC

SM

2015

LEASE

A. VEHICLE DESCRIPTION		MAKE OF VEHICLE	VEHICLE IDENTIFICATION NUMBER (VIN, IF TRACING REQUIRED, TAPE SECURELY TO REVERSE SIDE OF THIS COPY)	BODY TYPE (SEDN, TRK, BUS, ETC.)	MODEL YEAR	1. TAX/FEES	N/A	
		GROSS VEHICLE WT. RATING	FUEL TYPE: <input type="checkbox"/> GASOLINE <input type="checkbox"/> DIESEL <input type="checkbox"/> PROPANE <input type="checkbox"/> HYBRID <input type="checkbox"/> ELECTRIC <input type="checkbox"/> NATURAL GAS <input type="checkbox"/> OTHER	DRIVE TYPE: <input type="checkbox"/> 2WD <input type="checkbox"/> 4WD	AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC'S (PRINT NAME)	PURCHASE PRICE (See Note on Reverse)		
		CHECK THE APPROPRIATE BLOCK IF THE VEHICLE IS TO BE USED OR WAS FORMERLY USED AS A TAXI OR RENTAL VEHICLE (IF APPLICABLE)				DATE OF PURCHASE	LESS TRADE-IN	N/A
		I certify that I have verified that a legible tracing cannot be secured and that the above VIN and vehicle weight information listed here and in Section F are correct.				01/57	TAXABLE AMOUNT	N/A
B. APPLICANT INFORMATION		FIRST NAME	MIDDLE NAME	PA. D.U.P. (U.S. ID#)	DATE OF BIRTH	SALES TAX * 8% (L.S.) * 7% (D.T.) OR * 8% (L.S.) * (See Note on Reverse)	LESS TAX CREDIT	N/A
		NAME	PA. D.U.P. PHOTO (S)	DATE OF BIRTH	07/25/15	1. SALES TAX DUE	2	
		STREET	DATE ACQUIRED/PURCHASED	COUNTY CODE		1A. EXEMPTION REASON CODE (Must be a single entry to 25 of 01)		
		CITY	DEALER ID NUMBER (IF APPLICABLE)	REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY		1B. EXEMPTION ID#		
		STATE				1C. P.T.A. NO.	50.00	
		ZIP CODE				2. TITLE FEE	23.00	
		NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE <input type="checkbox"/> . Otherwise the title will be issued as "Tenants In Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate.)				3. LIEN FEE	36.00	
		NOTE: IF THE VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK <input type="checkbox"/> . IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1.				4. REGISTRATION OR PROCESSING FEE	N/A	
C. RELEASE INFORMATION		<input type="checkbox"/> REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS		<input type="checkbox"/> IS NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY		5. DUPLICATE REG. FEE NO. OF CARDS	9.00	
		WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN A FINE AND/OR IMPRISONMENT.		ODOMETER READING		6. TRANSFER FEE	N/A	
		3645		TENTHS		7. INCREASE FEE	N/A	
D. LIEN INFORMATION		IF NO LIEN, CHECK <input type="checkbox"/> IS THIS AN ELTY (IF YES, FIN REQUIRED) <input type="checkbox"/> YES <input type="checkbox"/> NO		IF NO 2ND LIEN, CHECK <input type="checkbox"/> IS THIS AN ELTY (IF YES, FIN REQUIRED) <input type="checkbox"/> YES <input type="checkbox"/> NO		8. REPLACEMENT FEE	N/A	
		1ST LIENHOLDER FINANCIAL INSTITUTION NUMBER		2ND LIENHOLDER FINANCIAL INSTITUTION NUMBER		9. TOTAL PAID (ADD 1 THRU 5) Send Cash Check in This Amount	118.00	
		260						
		1ST LIENHOLDER NAME		2ND LIENHOLDER NAME				
		Atlanta GA 30333						
		STREET		STREET				
		CHRYSLER		STATE 2013				
		STATE		ZIP CODE				
		GA		30333				
E. VEHICLE TRADED		MAKE OF VEHICLE	VEHICLE IDENTIFICATION NUMBER (VIN)	MODEL YEAR				
		WAGON 4	XX					
F. ADDITIONAL VEHICLE INFORMATION		PASSENGER TAXI/BUS: <input type="checkbox"/> PASSENGER <input type="checkbox"/> TAXI <input type="checkbox"/> LIMOUSINE <input type="checkbox"/> SCHOOL BUS <input type="checkbox"/> MASS TRANSIT <input type="checkbox"/> OTHER BUS		SEATING CAPACITY				
		MOTORCYCLE, MOTOR DRIVEN CYCLE, MOPED: CYLINDER CAPACITY 50CC OR LESS <input type="checkbox"/> YES <input type="checkbox"/> NO		GRADE/HORSEPOWER: <input type="checkbox"/> 1.5 OR LESS <input type="checkbox"/> 1.6 TO 5.0 <input type="checkbox"/> OVER 5.0				
		OPERABLE PEDALS: <input type="checkbox"/> YES <input type="checkbox"/> NO		MAX DESIGN SPEED 25 MPH OR LESS: <input type="checkbox"/> YES <input type="checkbox"/> NO				
		AUTOMATIC TRANSMISSION: <input type="checkbox"/> YES <input type="checkbox"/> NO		DESIGNED/ALTERED FOR ROAD USE: <input type="checkbox"/> YES <input type="checkbox"/> NO				
		MOTOR HOME: CHASSIS MFR		BODY MAKE:				
		TRAILER & VEHICLES BELOW: NUMBER OF AXLES		REQ. REGISTERED GROSS WT. (INCLUDING LOAD)				
		SUM OF GAW'S:		UNLADEN WT. (EMPTY)				
		TRUCK/TRACTOR: REQ. REGISTERED GROSS COMBINATION WT.		GROSS COMBINATION WT. RATING				
G. APPLICATION FOR REGISTRATION		ORIGINAL PLATE - CHECK ONE		TRANSFER & RENEWAL OF PLATE		TRANSFER & REPLACEMENT OF PLATE		
		<input type="checkbox"/> PLATE TO BE ISSUED BY DEPARTMENT (PROOF OF INSURANCE MUST BE ATTACHED)		<input type="checkbox"/> TRANSFER OF PLATE & REPLACEMENT OF STICKER				
		<input type="checkbox"/> EXCHANGE PLATE TO BE ISSUED BY DEPARTMENT		REASON FOR REPLACEMENT: <input type="checkbox"/> LOST <input type="checkbox"/> OPAQUE <input type="checkbox"/> STOLEN <input type="checkbox"/> NEVER RECEIVED (Lost in Mail)		NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.		
		<input type="checkbox"/> TEMPORARY PLATE ISSUED BY FULL AGENT (Note: This plate will expire 90 days from date of issuance.)		EXPIRES: Month Year		TRANSFERRED FROM TITLE NO. VIN		
		SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT)		SIGN HERE		RELATIONSHIP TO APPLICANT		
		Ron Lewis Ford		Ron Lewis Ford		04/21/2015 10/21/2015		
		INSURANCE COMPANY NAME		POLICY NO. (ATTACH BINDER)		POLICY EFFECTIVE DATE		
		ISS		ISS		AGENT NO. 843-1000		
		I CERTIFY THAT ON MONTH DAY YEAR I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.		25		TELEPHONE NO.		
H. NOTARIZATION		SUBSCRIBED AND SWORN TO BEFORE ME: MONTH DAY YEAR		SIGNATURE OF PERSON ADMINISTERING OATH		SIGNED THIS APPLICATION AFTER ITS COMPLETION I WE BELIEVE ARE TRUE AND CORRECT AND MAKE APPLICATION UNDER PENALTY OF PERJURY. IF ANY EXEMPTION IS CLAIMED, THE PURCHASER FURTHER CERTIFIES THAT HE/SHE IS AUTHORIZED TO CLAIM THIS EXEMPTION, I WE ACKNOWLEDGE THAT I WE MAY LOSE MY/OUR OPERATING PRIVILEGES) OR VEHICLE REGISTRATION FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I WE ACKNOWLEDGE THAT I WE MAY BE FINED AND IMPRISONED IF NOT MORE THAN TWO YEARS FOR THIS APPLICATION.		
		Ron Lewis Ford		Ron Lewis Ford		Telephone No.		
		85-6578		SIGN IN PRESENCE OF NOTARY		SIGNER		
						MESSENGER NO.		

Customer Number: [REDACTED]

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 7:30 A.M. TIL 8 P.M.
 WEDNESDAY, FRIDAY
 8 A.M. TIL 4 P.M.

INVOICE
 PAGE 2

PITTSBURGH, PA
 Home: [REDACTED]
 Email: [REDACTED]

SERVICE ADVISOR: 24233 ROBERT RICHARD HR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
RED	15	FORD EXPLORER	1FM5K8BB0FC [REDACTED]	[REDACTED]	18887 18888 [REDACTED]	[REDACTED]	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01 JAN 15			17:00 03 JUL 17		0.00	CASH	20 JUL 17
R/O OPENED	READY	OPTIONS	[REDACTED]				
07:32 D3 JUL 17	10:50 20 JUL 17						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			DIAG REPLACE REAR CARPET				
			115 WEBER, BRAD LIC#: 1				
			WF				(N/C)
			2 BB5Z*61280B62*B GRILLE ASY - VENT AIR OUTER				(N/C)
			2 4M8Z*54280B62*A VALVE ASY - AUTO DRAIN				(N/C)
			1 DB5Z*7813048*AB CARPET - FLOOR				(N/C)
			1 TA*2*B ADHESIVE				(N/C)
			FC: PART#: COUNT:				
			CLAIM TYPE:				
			AUTH CODE:				
			115				

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
 REPLACE REAR CARPET DUE TO BEING CUT TOO SHORT

D Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.

99PV2 Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.

115 WEBER, BRAD LIC#: 1
 ISPAD

GBATT BATTERY HAS TESTED GOOD AT THIS TIME

115 WEBER, BRAD LIC#: 1
 ISPAD

GBK BRAKE CONDITION CODE GREEN - CHECKED AND OK

115 WEBER, BRAD LIC#: 1
 ISPAD

YTIRE TIRE CONDITION CODE YELLOW - MAY REQUIRE FUTURE ATTENTION

115 WEBER, BRAD LIC#: 1
 ISPAD

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

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 The only warranties, if any, applying to the parts 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 or authorizes any other person to assume for it any liability in connection with the sale of this parts 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.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS, IN CASE OF FIRE THEFT, OR ANY OTHER CAUSE BEYOND OUR CONTROL.

ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.

*Thank You
 For Your
 Business!*

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

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

Customer Number [REDACTED]

Sturman & Larkin Ford, Inc.

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 WEDNESDAY, FRIDAY
 8 A.M. TIL 4 P.M.

'INVOICE'

PAGE 3

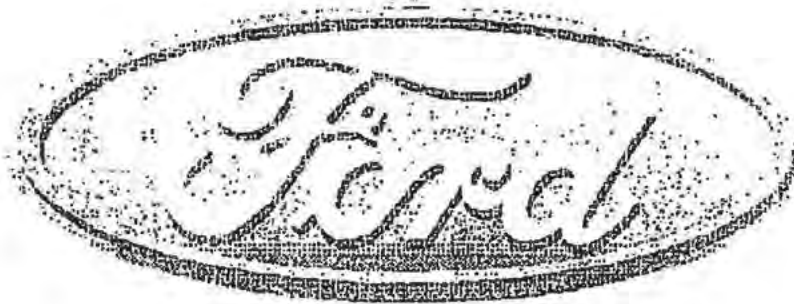
PITTSBURGH, PA

Home: [REDACTED]

Email: EMAIL||

SERVICE ADVISOR: 24233 ROBERT RICHARD HR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
RED	15	FORD EXPLORER	1FM5K8B80F [REDACTED]	[REDACTED]	18867 18868	[REDACTED]	
DE. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
01 JAN 15			17:00 03 JUL 17		0.00	CASH	20 JUL 17
R:O:OPENED	READY	OPTIONS: OLR:44A017 ENG:3.5 Liter Ti-VCT					
07:32 03 JUL 17	10:50 20 JUL 17						
LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL	
EST: 0.00			03 JUL 17 07:32	SA: 24233			



<p>DISCLAIMER OF WARRANTIES</p> <p>The only warranties, if any, applying to the parts 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 or authorizes any other person to assume for it any liability in connection with the sale of this part 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.</p>	<p>NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS, IN CASE OF FIRE THEFT, OR ANY OTHER CAUSE BEYOND OUR CONTROL.</p>	<p><i>Thank You For Your Business!</i></p>	<p>DESCRIPTION</p> <p>LABOR AMOUNT \$ 0.00</p> <p>PARTS AMOUNT \$ 0.00</p> <p>GAS, OIL, LUBE \$ 0.00</p> <p>SUBLET AMOUNT \$ 0.00</p> <p>MISC. CHARGES \$ 0.00</p> <p>TOTAL CHARGES \$ 0.00</p> <p>LESS INSURANCE \$ 0.00</p> <p>SALES TAX \$ 0.00</p> <p>PLEASE PAY THIS AMOUNT \$ 0.00</p>
	<p>ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.</p>		<p>(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)</p>

Customer Number: [REDACTED]



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MON, TUE, THURS
7:30 A.M. TIL 6 P.M.
WEDNESDAY, FRIDAY
8 A.M. TIL 4 P.M.

'INVOICE'

PAGE 1

PITTSBURGH, PA

Home: [REDACTED]

Email: EMAIL | [REDACTED]

SERVICE ADVISOR: 24233 ROBERT RICHARD HR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	15	FORD EXPLORER	1FM5K8B80FC [REDACTED]	[REDACTED]	18834 18835	[REDACTED]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN15			WAIT 05SEP17		0.00	CASH	28SEP17

R.O OPENED	READY	OPTIONS
07:58 05SEP17	08:15 26SEP17	DLR:44A017 ENG:3.6_Liter_TI-VCT

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

A CUSTOMER STATES THAT THE EXHAUST SMELL IS STILL HEAVY IN CAB CAUSE:

None CUSTOMER STATES THAT THE EXHAUST SMELL IS STILL HEAVY IN CAB

115 WEBER, BRAD LIC#: 1

WF

1 EB5Z*5230*A MUFFLER ASY - CENTRE AND REAR

(N/C)

1 BB5Z*7825596*B WEATHERSTRIP - DOOR GLASS

(N/C)

CHAN

(N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

115

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

INSTALL SOP EXHAUST PER TSB 16-0166. RECHECK OK

B Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.

99PV2 Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.

115 WEBER, BRAD LIC#: 1

ISPAD

(N/C)

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

EST: 0:00 05SEP17 07:56 SA: 24233

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*Thank You
For Your
Business!*

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

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

Customer Number

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MON, TUE, THURS
7:30 A.M. TIL 8 P.M.
WEDNESDAY, FRIDAY
8 A.M. TIL 4 P.M.

INVOICE

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PITTSBURGH, PA

Home:

Email: [REDACTED]

SERVICE ADVISOR: 45 GARRETT P LAKITS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
RED	15	FORD EXPLORER	1FM5K8B80FG	[REDACTED]	13723 13728	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
01 JAN 15			WAIT 20 FEB 17		0.00	CASH	20 FEB 17
PRO. OPENED	READY	OPTIONS: [REDACTED]					
08:45 20 FEB 17	10:53 20 FEB 17						
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
EST: 9.25				20 FEB 17 08:45 SA: 45			



PAID

FEB 20 2017

SW VISA

DISCLAIMER OF WARRANTIES The only warranties, if any, applying to the parts 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 or 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 profit or income, or any other incidental damages.	NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS, IN CASE OF FIRE THEFT, OR ANY OTHER CAUSE BEYOND OUR CONTROL.	<i>Thank You For Your Business!</i>	DESCRIPTION LABOR AMOUNT \$ 29.20 PARTS AMOUNT \$ 23.65 GAS, OIL, LUBE \$ 0.00 SUBLET AMOUNT \$ 0.00 MISC. CHARGES \$ 0.00 TOTAL CHARGES \$ 52.85 LESS INSURANCE \$ 0.00 SALES TAX \$ 3.70 PLEASE PAY THIS AMOUNT \$ 56.55
	ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.		(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

Customer Number



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8 A.M. TIL 4 P.M.

INVOICE

PAGE 1

SERVICE ADVISOR: 45 GARRETT P LAKITS

PITTSBURGH, PA

Home:

Email:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
RED	15	FORD EXPLORER	1FM5K8BBOFC		13723 13728		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN15			WAIT 20FEB17		0.00	CASH	20FEB17

DR:OR OPENED	READY	OPTIONS: DLR:44A017 ENG:3.5_Liter_T-VCT
08:45 20FEB17	10:53 20FEB17	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	C	STATES	CARPET IS PULLING OUT ON DRIVER SIDE BACK SEAT AREA, COMING OUT FROM HOLDER				

CAUSE: MT13000 TIME TO R&I FRONT AND REAR SCUFF PLATE-B
PILLAR TRIM-REPOSITION CARPET
115 WEBER, BRAD LIC#: 1
WF (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
115

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
VERIFY CUSTOMER CONCERN TIME TO R&I FRONT AND REAR SCUFF PLATE, B
PILLAR TRIM-REPOSITION CARPETING-RECHECK OK

B C STATES THAT THE SOCKET FOR THE REAR ADAPTER PLUG IN IS PULLED OUT
CAUSE: MT19236 TIME TO REPAIR SOCKET FOR REAR POWERPOINT
115 WEBER, BRAD LIC#: 1
WF (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
115

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
CHECK POWER POINT IN REAR OF CONSOLE-POOR FIT-TIME TO REMOVE AND REINSTALL CORRECTLY-RECHECK OK

C C STATES BRAKES SOUND FUNNY-makes a drag type noise while backing up
54P FRONT PADS: 11B REAR PADS: 11B GOOD CONDITION
AT THIS TIME
115 WEBER, BRAD LIC#: 1
CS

PARTS: 0.00 LABOR: 19.95 OTHER: 0.00 TOTAL LINE C: 19.95

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*Thank You
For Your
Business!*

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

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

Customer Number: [REDACTED]

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WEDNESDAY, FRIDAY
8 A.M. TIL 4 P.M.

INVOICE

PAGE 2

PITTSBURGH, PA [REDACTED]

Home [REDACTED]

Email: [REDACTED]

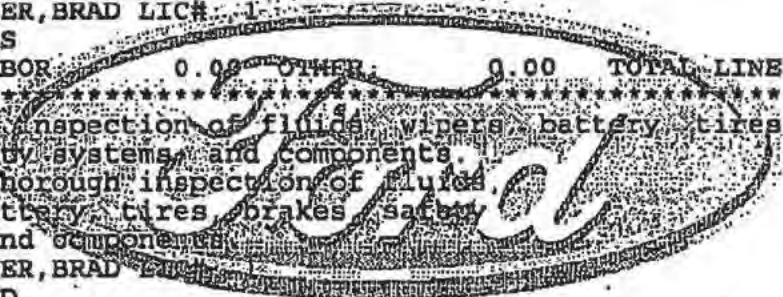
SERVICE ADVISOR: 45 GARRETT P LAKITS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
RED	15	FORD EXPLORER	1FM5K8BB0FG [REDACTED]	[REDACTED]	13723 13728	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
01JAN15			WAIT 20FEB17		0.00	CASH	20FEB17
R.O. OPENED	READY	OPTIONS: DLR:44A017 ENG:3.5 Liter TI-VCT					
08:45 20FEB17	10:53 20FEB17						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
D	CHANGE ENGINE OIL AND FILTER (1400)						
	1P CHANGE ENGINE OIL AND FILTER (1400)						
	115 WEBER, BRAD LIC#: 1					9.25	9.25
	CS						
	1 AA5Z*6714*A FILTER ASY - OIL				9.76	5.95	5.95
	6 XO*5W20*QSP OIL - ENGINE				3.35	2.95	17.70
PARTS:	23.65	LABOR:	9.25	OTHER:	0.00	TOTAL LINE D:	32.90

E	Rattling noise in front over bumps						
	DIAG UNABLE TO REPLICATE NOISE						
	115 WEBER, BRAD LIC#: 1					0.00	0.00
	CS						
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	0.00

F	Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.						
	99P Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.						
	115 WEBER, BRAD LIC#: 1						(N/C)
	ISPAD						
	GBATT BATTERY HAS TESTED GOOD AT THIS TIME						(N/C)
	115 WEBER, BRAD LIC#: 1						
	ISPAD						
	GBK BRAKE CONDITION CODE GREEN - CHECKED AND OK						(N/C)
	115 WEBER, BRAD LIC#: 1						
	ISPAD						
	GTIRE TIRE CONDITION CODE GREEN - CHECKED AND OK						(N/C)
	115 WEBER, BRAD LIC#: 1						
	ISPAD						
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE F:	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, other than those expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes or 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.	NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS, IN CASE OF FIRE THEFT, OR ANY OTHER CAUSE BEYOND OUR CONTROL.	<i>Thank You For Your Business!</i>	DESCRIPTION TOTALS
	ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.		LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES LESS INSURANCE SALES TAX PLEASE PAY THIS AMOUNT
(SIGNED)	DEALER, GENERAL MANAGER OR AUTHORIZED PERSON	(DATE)	

VEHICLE REPORT CARD

Sturman & Larkin Ford
900 Regis Ave
Pittsburgh, PA 15236



FORD SERVICE

MULTI-POINT INSPECTION AS RECOMMENDED BY FORD MOTOR COMPANY

Date: 02/20/2017 RC/TA: [REDACTED]

Name: [REDACTED]

Email: _____

Year/Make/Model: 2015 FORD EXPLORER

VIN #: 1FM5K8B80FG [REDACTED] Plate: [REDACTED]

Odometer: 13723 Inspect. Month: JUL

Owner Advantage Rewards® #: _____ Service Balance: _____

Ford Extended Service Plan: YES NO

SYNC® MyFord Touch version current: YES NO N/A

SCHEDULED MAINTENANCE ITEMS*			
ITEM	SERVICED	USE	SERVICED
THE WORKS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Engine Air Filter	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Oil Change & Filter	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Engine Coolant	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Tire Rotation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Transmission Fluid &/or Filter	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Multi-Point Inspection	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Cabin Air Filter	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Fuel Filter	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Spark Plugs	<input checked="" type="checkbox"/>
K Scheduled Maintenance			

*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit Ford.com for vehicle-specific maintenance requirements.

FLUID LEVELS

OR FULL	OR FULL	OR FULL
<input checked="" type="checkbox"/> Engine Oil	<input checked="" type="checkbox"/> Power Steering	<input checked="" type="checkbox"/> Transmission (if equipped with dipstick)
<input checked="" type="checkbox"/> Brake Reservoir	<input checked="" type="checkbox"/> Window Washer	<input checked="" type="checkbox"/> Coolant Recovery Reservoir

WIPER BLADES

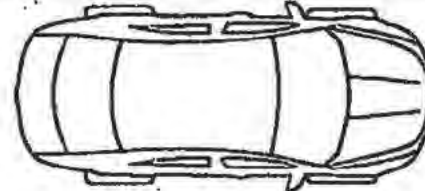
<input checked="" type="checkbox"/> Test Performed	<input type="checkbox"/> Front	<input type="checkbox"/> Rear
--	--------------------------------	-------------------------------

BATTERY

State of Health	Battery Condition
	<input checked="" type="checkbox"/>
Factory spec cold cranking amps: <u>NC</u>	Actual cold cranking amps: <u>NC</u>

LEGEND May contribute to vehicle efficiency and promote a greener environment
 Checked and OK at this time May require future attention Requires immediate attention

EXTERIOR BODY



Note any existing exterior body damage or defects on diagram

SYSTEMS / COMPONENTS

LIGHTS / WINDSHIELD		SERVICED
<input checked="" type="checkbox"/>	Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Windshield for cracks, chips and pitting	<input checked="" type="checkbox"/>

BELTS / HOSES / MOUNTS

<input checked="" type="checkbox"/>	HVAC system and hoses / lines for leaks and/or damage	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Engine Cooling System, radiator, hoses and clamps	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Accessory drive belt(s)	<input checked="" type="checkbox"/>

BRAKE SYSTEM

<input checked="" type="checkbox"/>	Brake system (including lines, hoses, and parking brake)	<input checked="" type="checkbox"/>
-------------------------------------	--	-------------------------------------

STEERING / SUSPENSION

<input checked="" type="checkbox"/>	Shocks / struts and other suspension components for leaks and/or damage	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Steering, steering linkages and ball joints (visual)	<input checked="" type="checkbox"/>

EXHAUST SYSTEM

<input checked="" type="checkbox"/>	Exhaust system and heat shield (leaks, damage, loose parts)	<input checked="" type="checkbox"/>
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TRANSMISSION / DRIVE AXLE

<input checked="" type="checkbox"/>	Clutch operation (if equipped)	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Constant velocity (CV) drive axle boots (if equipped)	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)	<input checked="" type="checkbox"/>

TIRE / BRAKE WEAR

TIRE TREAD	7/32" and greater	3/32" or less
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

BRAKE LINING Over 3mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum) Less than 3mm or 7/32" (Disc) or 1mm or 3/32" or less (Drum)

TIRE WEAR INDICATES	SERVICED	LEFT FRONT	RIGHT FRONT
<input checked="" type="checkbox"/> Alignment check needed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Wheel balance needed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

<input type="checkbox"/> Brake measurements not taken this service visit			
--	--	--	--

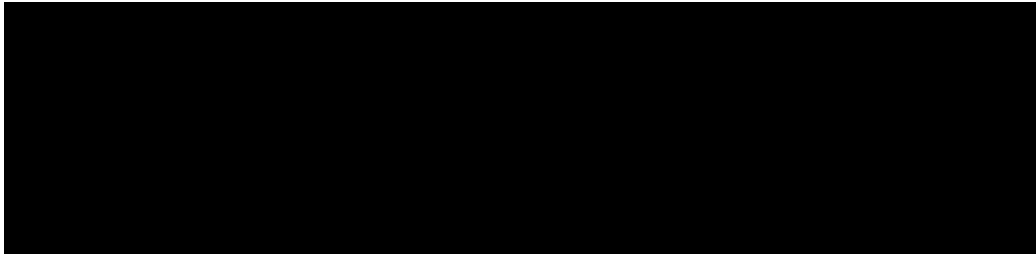
	LEFT REAR	RIGHT REAR
<input checked="" type="checkbox"/> Tire Tread Depth <u>7 / 32"</u> Tire Age <u>NC</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Tire Wear Pattern / Damage <u>OK</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Tire Pressure set to factory-recommended PSI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

	SPARE TIRE
<input checked="" type="checkbox"/> Tire Pressure set	<input checked="" type="checkbox"/>
<input type="checkbox"/> Tire Age	<input type="checkbox"/>

Comments:

Advisor: Garrett Lakis
Technician: Brad Weber

NOTE: Tires should be replaced after 6 years regardless of tread wear, including the spare, even if it has not been used.
FordOwner.com
One site for all your vehicle needs
 Customer Signature: _____



SB AZ

Luis Ramirez, Esq. 40 W. Baseline Rd. Suite 203, Tempe, AZ 85283
480-947-7755 (phone) (866) 663-3497 (fax) lramirez@pryorandamar.com

December 7, 2017

Sent Via US Mail to:
Ford Motor Company
Customer Assistance Center
16800 Executive Plaza Drive
Dearborn, MI 48121

OGC Lit
Consumer Claims

RECEIVED
DEC 14 2017

RE: [REDACTED] v. Ford Motor Company
Vehicle: 2017 Ford Explorer VIN #: 1FM5K7D77H [REDACTED]
Our File Number: P [REDACTED]

Dear Sir/Madam:

Pryor, Ramirez & Amar, LLC represents [REDACTED] in their claim against Ford Motor Company pursuant to the Arizona Motor Vehicle Warrantie Act ("Arizona Lemon Law"); the claim pertains to their 2017 Ford Explorer VIN # 1FM5K7D77H [REDACTED] ("Explorer"). Please direct all future contacts and correspondence to Pryor, Ramirez & Amar, LLC as listed above.

The Explorer has experienced consistent and substantial defects despite its low mileage and time in use. Specifically, the Explorer suffers from a defective and unrepairable exhaust leak which transmits noxious fumes into the cab through the A/C vents. The vehicle has been at the repair shop almost continuously since late August; and has been out of service a total of one hundred-one days and counting (101+). This repair history is unreasonable under the Arizona Lemon Law. Indeed, the days out of service are over three times the Arizona presumption establishing and unreasonable repair history. Nevertheless, the vehicle remains defective at the repair shop, and the noxious exhaust condition continues uncured.

The defects and repair history have caused substantial impairment in the use and value of the subject vehicle to our clients. Further, the defects are not consistent with the Explorer name and expectation of quality. After giving Ford and its repair agents a reasonable opportunity to resolve these issues, and receiving from Ford a repurchase

offer that does not comply with the requirements of the Lemon Law, Mr. and Mrs. [REDACTED] have no other option but to pursue legal recourse. This letter constitutes direct written notification of the defects in Mr. and Mrs. [REDACTED]'s Explorer and of our clients' intent to pursue a claim under A.R.S. § 44-1261 *et seq.*

To resolve the claim out of court, our clients request a repurchase of the defective vehicle under the terms of the Lemon Law, plus payment of their attorney's fees pursuant to its fee-shifting provisions. Mr. and Mrs. [REDACTED] would prefer to resolve this matter at this early stage and save the parties the burden and expense of a lengthy litigation.

Accordingly, please contact our office within fourteen (14) days if you wish to resolve the claim. If we are not contacted within that time, we will be forced file a formal claim in Court. It is our desire, however, to work out these issues with Ford Motor Company efficiently and in a manner that is best for all parties involved. Thank you for your attention to this matter.

Sincerely,



Luis Ramirez, Esq.

Cc: [REDACTED]

Case



General Info

Overview

Case Number	[Redacted]	Status	Active
Priority	High	Owner	Debbie lam
Expected Resolution Date		Status Reason	Active New
Input Channel	Phone		

Close Case

Close Case Info

Resolution Type	Comments - Close Case
Closure Type	

Customer Info

Advanced Search

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

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

Current LTV Score 95

Customer Scores

Loyalty Score

Defector Score

LTV Score 95

Dissat Score

In-Market

ESP Score

Likelihood to Service

Service Segments

Loyalty Segment - Mexico

Dealer Info

Dealer Info

Dealer Name  Rodeo Ford, Inc.

Dealer PA Code 07846

Dealer Service Manager  DARREN SMITH

Dealer Phone Number (623) 298-3900

More than one Service Manager No

Dealer Contact

Service Mgr Phone



Ford CSM  Catherine Donley

Portal Status No New Message

FMCC Branch Code

Vehicle Info

Vehicle Info

VIN  1FM5K7D88H  Mileage 2,600

Warranty Start Date 6/4/2017

Mileage Units Miles

Vehicle Modifications No

Hours in Service

Original Selling Dealer Pioneer Ford

Converted Mileage

Original Selling PA 09686

Days Out of Service

Number of Repairs

Unit Down No

Customer in Loaner No

Unit Down Date (at Dealership)

Primary Reason for Unit Down

Unit On-Road Date

Vehicle Specification

Vehicle Specification  2017 > FORD > EXPLORER > K7D - EXPLORER XLT FWD 4-DR
Full Path

Model Year  2017

Engines Specification  3.5L V6 CYCLONE TIVCT

Make  FORD

Transmissions Specification  6 SPD AUTO TRANS 6F

Model / Vehicle Line  EXPLORER

Body Style  K7D - EXPLORER XLT FWD 4-DR

Equipment and Software

SYNC Version SYNCGeneration 3

Modem / TCU? No

Installed SYNC Software Version

Installed Date

WiFi Capable

WiFi Enabled

Date Retrieved

Case Classification

Classification

Responsible Team  Tier 1 Inbound

Case Classification  Vehicle Concern > Buyback Request > Non-California Vehicle > CCT Criteria
Full Path

Case Classification  Vehicle Concern
Level 1

Case Classification  Buyback Request
Level 2

Case Classification  Non-California Vehicle
Level 3

Case Classification  CCT Criteria
Level 4

Classification

Initial Contact Target	10/2/2017 1:56 PM	Initial Contacted	No
Case Closure Target	11/13/2017 5:00 PM	Initial Contact Date	

Symptom Code

Symptom Code  [Safe & Secure > Smoke/Odor > Exhaust > Intermittent](#)

Level 1  [Safe & Secure](#)

Level 2  [Smoke/Odor](#)

Level 3  [Exhaust](#)

Level 4  [Intermittent](#)

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 0011413393

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

Activity Type	Activity Status	Priority	Date Created
Appointment	Scheduled	Normal	11/7/2017 1:21 PM
Schedule Follow-Up	Open	Normal	11/7/2017 1:21 PM
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] Processing Milestones	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] email advising that on [REDACTED] obtained t [REDACTED] they that I will d [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] invoice for rental b [REDACTED] so we can [REDACTED] rental. I also s [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] at the case will be closed and we need to return the customer's vehicle and close out the	[REDACTED]	[REDACTED]	[REDACTED]
Schedule Follow-Up	Completed	Normal	10/31/2017 6:48..

[Debbie lam](#) 12/6/2017 5:44 PM

Title: Note From: Minacs Milestones - RAV Processing Milestones

customer requested worksheet to be completed per the AZ lemon Law . completed and email to customer

[Debbie lam](#) 12/1/2017 6:00 PM

Title: Note created on 12/1/2017 5:31 PM by Steve Davidson, Default Team: Minacs, Default Team: Minacs

Worksheet approved

[Steve Davidson](#) 12/1/2017 5:33 PM

Title: Note created on 12/1/2017 3:54 PM by Robert Ramsey

Revised worksheet to audit

[Robert Ramsey](#) 12/1/2017 3:56 PM

Title: Note From: Minacs Milestones - RAV Processing Milestones

submitted for revise worksheet per customer email to follow the Arizona Lemon Law

[Debbie lam](#) 12/1/2017 9:48 AM

Title: Note From: Minacs Milestones - RAV Processing Milestones

I received email from customer asking that all responses be by email. I sent response explaining the work sheet offer that was sent to the customer on 11/27/2017. Customer sent a demand letter advising that she receive the amount per the Arizona lemon law . She advised that the amount of the refund should be the full purchase price and deposit . I sent a email advising that I will resubmit for a revised worksheet that will be completed per her request .

[Debbie lam](#) 12/1/2017 9:46 AM

Title: Note From: Minacs Milestones - RAV Processing Milestones: On Change Of Customer Accepts Final Financial Worksheet:

Customer Rejected Final Financial Worksheet

[Debbie lam](#) 12/1/2017 9:46 AM

Title: Note From: Minacs Milestones - RAV Processing Milestones

received completed worksheet emailed to customer for approval

[Debbie lam](#) 11/27/2017 11:35 AM

Title: Note From: Minacs Milestones - RAV Processing Milestones: On Change Of Email Initial Financial Worksheet to the Customer:

Emailed Initial Financial Worksheet to Customer

[Debbie lam](#) 11/27/2017 11:35 AM

Title: Note From: Minacs Milestones - RAV Processing Milestones

worksheet approved

[Nadine Moore](#) 11/27/2017 8:35 AM

Title: Note From: Minacs Milestones - RAV Processing Milestones

worksheet rejected need claim history for rebate

[Nadine Moore](#) 11/21/2017 1:55 PM

Title: Note From: Minacs Milestones - RAV Processing Milestones

submitted customer for worksheet

[Debbie lam](#) 11/16/2017 10:41 AM

Title: Note From: Minacs Milestones - RAV Processing Milestones

called and left vm for customer advising that the finance team need an email stating that she never made a payment to T.D. Auto finance since that is the company Deer Valley paid off .

[Debbie lam 11/13/2017 12:30 PM](#)

Title: Note From: Minacs Milestones - RAV Processing Milestones

received email from customer asking if I received all the document need form dealership. I responded advising that I need customer to send email letter advising that she didn't make any payment to T,D Auto finance company her 1st finance company . since it shows that 2nd company Deer Valley made a payment to them

[Debbie lam 11/8/2017 5:47 PM](#)

Title: Note created on 11/07/2017 01:20 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

NEXT STEPS: FU 11/13/17 to contact cust to see if she has accepted buyback offer and if so transfer to minacs

[Catherine Donley 11/7/2017 1:21 PM](#)

Title: Note created on 11/07/2017 01:19 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to Cust [REDACTED] . Left VM. CSM made 2nd OBC to Cust [REDACTED] . Left VM. CSM made 3rd OBC to Cust (623) 466-6350. Left VM. Spoke with Amber and she advised is wrong number.

[Catherine Donley 11/7/2017 1:20 PM](#)

Title: Note From: Minacs Milestones - RAV Processing Milestones

received some document from customer . I sent email advising that I need buyer order and finance contract and payment history from both loans a payoff amount with diem and account number

[Debbie lam 11/2/2017 6:11 PM](#)

Title: Note From: Minacs Milestones - RAV Processing Milestones: On Change Of Receive Sale and/or Finance

Documents:

Received Sale and/or Finance Documents

[Debbie lam 11/2/2017 6:11 PM](#)

Title: Note From: Minacs Milestones - RAV Processing Milestones

called customer regarding the documents need to process the claim. customer advised that she took document to dealer and left advised customer that I need document in order to complete the worksheet. she advised that she doesn't want to sign customer letter until she know how much she going to get back. she also advise that she doesn't want to pay mileage. Advised that the customer letter on

[Debbie lam 11/2/2017 12:38 PM](#)

Title: Note From: Minacs Milestones - RAV Processing Milestones

called customer regarding the documents need to process the claim. customer a

[Debbie lam 11/2/2017 12:35 PM](#)

Title: Note From: Minacs Milestones - RAV Processing Milestones

called customer regarding document need

[Debbie lam 11/2/2017 12:34 PM](#)

Title: Note created on 10/31/2017 06:47 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

NEXT STEPS: FU 11/7/17 if cust accepted buyback/refund offer

[Catherine Donley 10/31/2017 6:47 PM](#)

Title: Note created on 10/31/2017 06:46 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

[REDACTED] she has been contacted by Debbie in buyback department however the paperwork is incomplete and she has gone to Rodeo Ford but needs more info to sign and send in and her case handler has not returned her calls or emails. SM advised will escalate to have case handler contact cust and FU in a week

[Catherine Donley 10/31/2017 6:47 PM](#)

Title: CAS-13237436-Y0N1H [REDACTED]

Email Created On: 10/31/2017 6:47 PM

1FM5K7D88 [REDACTED] Jennifer, Please have the case handler reach out to this customer. She has left messages about missing paperwork and has not heard back. Thank you, Ford Motor Company Catherine Donley | Customer Service Manager |FCSD 866-631-3788 x77814| eFax: 866-296-0134 cdonley2@ford.com| www.ford.com

[SYSTEM 10/31/2017 6:43 PM](#)

[SYSTEM 10/25/2017 10:35 AM](#)

[SYSTEM 10/25/2017 10:35 AM](#)

Title: Note From: Minacs Milestones - RAV Processing Milestones

customer sent email advising that she need a call and hasn't received an email 1st email was sent on 10/19/2017 and call was made on 10/19/2017 . called and left a voice mail to return my call and resent welcome email on 10/24/2017

Debbie lam 10/24/2017 12:09 PM

Title: Note created on 10/23/2017 05:06 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

[REDACTED] she has requested a refund on 10/19 and was promised and email would be sent and she never received it. CSM updated email address as requested by Cust. Cust advised she was told she would be contacted by phone on the 20th and no one has contacted her. CSM advised will notify case handler to contact cust and CSM will FU on 10/31 NEXT STEPS: FU 10/31/17 to see if cust accepted buyback/refund

Catherine Donley 10/23/2017 5:07 PM

Title: File Attachment, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

Catherine Donley 10/23/2017 5:04 PM

Title: CAS-13237436-Y0N1H [REDACTED]

Email Created On: 10/23/2017 5:04 PM

1FM5K7D88H [REDACTED] Jennifer, This customer advised she was promised a call on 10/20 and has not received a call. She also advised on 10/19/17 she would receive an email. I have verified her address and updated her email. This customer is requesting a call from her case handler as she has more questions. Thank ou, Ford Motor Company Catherine Donley | Customer Service Manager |FCSD 866-631-3788 x77814| eFax: 866-296-0134 cdonley2@ford.com| www.ford.com

SYSTEM 10/23/2017 5:03 PM

Title: Note From: Minacs Milestones - RAV Processing Milestones

SUBMITTED CUSTOMER LETTER FOR AUDIT

Debbie lam 10/23/2017 11:57 AM

Title: Note From: Minacs Milestones - RAV Processing Milestones: On Change Of Mail Customer Offer Letter and/or Dealer Packet:

Mailed Customer Offer and/or Dealer Packet

Debbie lam 10/23/2017 11:57 AM

Title: Note From: Minacs Milestones - RAV Processing Milestones

received the case did welcome call to speak with the customer sent welcome email

Debbie lam 10/19/2017 7:04 PM

Title: Note From: Minacs Milestones - RAV Processing Milestones

SPOKE W/CUSTOMER (WELCOME CALL) AND SHE STATED THAT SHE DID NOT WANT A REPLACEMENT. CUSTOMER WANTS A REFUND. TRANSFERRED CASE TO THE REFUND DEPT-CMJ

Jhoanna Burgos 10/19/2017 2:17 PM

Title: Note created on 10/18/2017 06:14 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
NEXT STEPS: FU 10/23/17 did cust accept buyback offer

Catherine Donley 10/18/2017 6:15 PM

Title: Note created on 10/18/2017 06:13 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to Cus [REDACTED] Cust says she is still working with RAV on buyback and her case handler is Carmen. CSM advised will FU by monday to see if cust has agreed to buyback.

Catherine Donley 10/18/2017 6:14 PM

Title: Note From: Minacs Milestones - RAV Processing Milestones: On Change Of Contact Customer/Lawyer or Processing Dealer:

Contacted Customer/Attorney and/or Processing Dealer

Debbie lam 10/18/2017 4:24 PM

Title: Note From: Minacs Milestones - RAV Processing Milestones

received this case form Naurice Haynes

Debbie lam 10/18/2017 4:20 PM

Title: Note created on 10/18/2017 2:10 PM by Jhoanna Burgos, Default Team: Minacs, Default Team: Minacs

SPOKE W/CUSTOMER [REDACTED] AND SHE STATED THAT SHE DOES NOT WANT ANOTHER VEHICLE. THIS CASE BECOMES A "REFUND". VERIFIED CUSTOMER ADDRESS AND CONTACT INFO. SPOKE W/DEALER (ALEX MEDINA) AND HE STATED THAT HE WILL BE THE POC ON THIS CASE-CMJ

Jhoanna Burgos 10/18/2017 2:12 PM

Title: Note created on 10/18/2017 1:11 PM by Jhoanna Burgos, Default Team: Minacs, Default Team: Minacs

MADE SEVERAL ATTEMPTS TO CONTACT CUSTOMER AND DEALER. WAS TRANSFERRED SEVERAL TIMES AT DEALERSHIP AND NEVER WAS ABLE TO SPEAK WITH POC. LEFT A MSG WITH CUSTOMER. WILL MAKE ANOTHER ATTEMPT-CMJ

Jhoanna Burgos 10/18/2017 1:12 PM

Title: Note created on 10/16/2017 06:35 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

NEXT STEPS: FU 10/18 to see if RAV has contacted cust as promised- CSM Adam verified he has uploaded case to RAV

Catherine Donley 10/16/2 [REDACTED]

Email Created On: 10/16/2017 10:33:37 AM From: To: Subject: RE: [REDACTED]

1FM5K7D88H [REDACTED] 9 ***This is a system generated email*** The last processing action taken on your case Current Status: REJECTED BY APPROVER Case Details: VIN: 1FM5K7D88HG [REDACTED] Request Type: REP Affiliation: Customer

Relationship Center - CCST Processing Dealer: RODEO FORD, INC. Approver: Michael McGee Approver Comments: Please change to LL eligible not discretionary You can also view your case by clicking on VIN. If you have questions or concerns about your case status result, please contact RAV Headquarters ravupload.ravupload@concentrix.com Sincerely, RAV Headquarters. Ford Motor Company (r) Michael McGee | Customer Operations Manager [FCSD 321-435-1466] eFax: 1-866-663-9223 MMCGEE26@ford.com| www.ford.com
SYSTEM 10/16/2017 10:33 AM

Title: [REDACTED] 2; [REDACTED]
 Email Created On: 10/16/2017 9:01:10 AM From: To: [REDACTED]
 1FM5K7D88HGD [REDACTED] 9 Michael, Did this case get approved to RAV? Thank you, Ford Motor Company Catherine Donley | Customer Service Manager [FCSD 866-631-3788 x77814] eFax: 866-296-0134 cdonley2@ford.com| www.ford.com
SYSTEM 10/16/2017 9:01 AM

Title: CAS-13237436-Y0N1H2; [REDACTED] 1FM5K7D88HGD [REDACTED]
 Email Created On: 10/13/2017 7:00:39 PM From: To: Subject: [REDACTED]
 1FM5K7D88HGD [REDACTED] Michael, Did this case get approved to RAV? Thank you, Ford Motor Company Catherine Donley | Customer Service Manager [FCSD 866-631-3788 x77814] eFax: 866-296-0134 cdonley2@ford.com| www.ford.com
SYSTEM 10/13/2017 7:00 PM

Title: Note created on 10/13/2017 06:59 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 NEXT STEPS: VERIFY 10/16/17 with COM upload successful and contact cust 10/18/17 to see if RAV has contacted them and if they will accept buyback.

Catherine Donley 10/13/2017 6:59 PM

Title: Note created on 10/13/2017 06:59 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 CSM Catherine X77814 COM is gone for day CSM will FU on Monday to verify is uploaded in RAV

Catherine Donley 10/13/2017 6:59 PM

Title: Note created on 10/12/2017 12:47 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 NEXT STEPS: VERIFY 10/13/17 with COM upload successful and contact cust 10/18/17 to see if RAV has contacted them and if they will accept buyback.

Catherine Donley 10/12/2017 12:47 PM

Title: Note created on 10/12/2017 12:46 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 CSM Catherine X77814 reviewed case with COM. COM advise the upload rejected and will have Adam resubmit.

Catherine Donley 10/12/2017 12:47 PM

Title: Note created on 10/12/2017 11:12 AM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 CSM Catherine X77814 received IBC from Cust. Cust advised she has not yet been contacted by RAV. CSM advised will FU to make sure that it was uploaded in our system for buyback and will reach out to case handler to contact cust and will FU by 10/18

Catherine Donley 10/12/2017 11:12 AM

Title: Note created on 10/11/2017 07:08 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 Next step: CSM will f/u with customer on RAV contact on 10/18

Catherine Donley 10/11/2017 7:08 PM

Title: Note created on 10/11/2017 07:08 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 CSM Catherine X77814 made OBC to Cust [REDACTED]. Left VM.

Catherine Donley 10/11/2017 7:08 PM

Title: Note created on 10/05/2017 06:38 PM by Adam Park, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 Next step: CSM will f/u with customer on RAV contact on 10/11

Adam Park 10/5/2017 6:38 PM

Title: Note created on 10/05/2017 06:33 PM by Adam Park, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 CSM Adam assist CSM Catherine x77814 OBC to customer [REDACTED] 8 Spoke w/ customer advising of BB approval and CSM will upload to RAV

Adam Park 10/5/2017 6:33 PM

Title: Note created on 10/3/2017 4:53 PM by Michael McGee, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 COM reviewed case and GFR. RAV approved as VEH is LL eligible for days out of service. Buyback milestone form updated. NEXT STEPS: CSM to inform CUST of RAV approval, verify CUST address and upload RAV

Michael McGee 10/3/2017 4:54 PM

Title: FSE Technical Assistance Request Assignment for Case [REDACTED] 2

Email Created On: 10/3/2017 1:32:23 PM From: To: Patrick Mitchell Subject: FSE Technical Assistance Request Assignment for Case - CAS-13237436-Y0N1H2 Please refer to the above regarding case for details about this FSE Technical Assistance Request

CRM01 CRM (Prod) User 10/3/2017 1:32 PM

Title: Note created on 10/3/2017 1:26 PM by Auna Lochlan, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
 ACOM Auna (assisting primary CSM Catherine x77814) made OBC to DLR (3900) and reached Tony in sales who advised SM is in a meeting with the GM. Tony took ACOM's contact information and will pass it to SM Darrin who handles any buyback cases. ACOM Auna (assisting primary CSM Catherine x77814) made OBC to KASSANDRA PRITCHETT @ (602) 689-4418. CUST states she has brought the VEH in twice before and it is back at the DLRSHIP now. CUST states she picked up VEH last Wednesday, 9/27, and then brought it back to the DLRSHIP on Friday, 9/29. VEH is still at DLRSHIP. ACOM updated GFRA to reflect accurate days down. ACOM advised the review is nearly complete. NEXT STEPS: F/U with DLR and CUST by COB on 10/5. DLR: confirm repair status of VEH. Check with COM to confirm buyback review result. CUST: provide resolution to GFR.

Auna Lochlan 10/3/2017 2:57 PM

Title: Note created on 10/03/2017 11:15 AM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
CSM Catherine X77814 made OBC to DLR (623) 298-3900. Left VM for SM Nathan.

Catherine Donley 10/3/2017 11:16 AM

Title: Note created on 10/03/2017 11:09 AM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

Ticket Number: CAS [REDACTED] 2 Custome [REDACTED] T Business phone: (6 [REDACTED] 0 Home phone: [REDACTED] 9-4418 LTV Score: 95 Vehicle Purchase Status: Original Owner Dealer name: Rodeo Ford, Inc. Dealer P&A: 07846 Dealer phone: (623) [REDACTED] VIN: 1FM5K7D88HG [REDACTED] 2017 EXPLORER Mileage: 2600 Warranty Start Date: 6/4/2017 Engines Specification: 3.5L V6 CYCLONE TIVCT Open Recall/FSA: None ESP: None Hotline Contact: HQCCT002 10/03/2017 7975 MILES ODOR FUEL ALWAYS EXHAUST ODOR/FULE IN VEHICLE H9XBJ208 09/25/2017 2573 MILES ODOR FUEL ALWAYS Warranty History: 2 Claims; 2 Current Concern Repr Date:22-AUG-2017 RL Cmpl Date:25-AUG-2017 DIST(Mile):2235 EXHASUT SMELL INSIDE VEHICLE- UPDATED HVAC MODULE TO LATEST CALIBRATION. AND PERFORMED RESEAL THE BODY FOLLOWING THE POLICE / AFTERMARKET OR RETAIL PROCEDURE. Repr Date:05-SEP-2017 RL Cmpl Date:30-SEP-2017 DIST(Mile):2573 EXHASUT SMELL INSIDE VEHICLE- REPLACED MUFFLER ASSEMBLY Original Selling Dealer: RODEO FORD, INC

Catherine Donley 10/3/2017 11:10 AM

Title: Contact to Ford Motor Company RE: 1FM5K7D88HG [REDACTED]

Email Created On: 10/2/2017 11:59:51 AM From: FMC360 Email Subscription To [REDACTED] Subject: Contact to Ford Motor Company RE: 1FM5K7D88HG [REDACTED] 3 Dear [REDACTED], This email is to confirm your recent contact to Ford Motor Company regarding your 2017 EXPLORER. You will receive contact from our regional Customer Service Manager (CSM) within 1 business day to introduce themselves and develop an action plan to address your concern. Your case number, along with the contact information for the regional Customer Service Manager is listed below. Case Number: CAS [REDACTED] CSM Name: Catherine Donley CSM Phone: 866-631-3788 x77814 CSM Email: CDONLEY2@ford.com Sincerely, Ford Motor Company Customer Care Team

CRM01 Email1 (Prod) User 10/3/2017 8:00 AM

Title: Note created on 10/2/2017 11:57 AM by Martin Madredia, Default Team: Tier 1 Inbound, Default Team: Tier 1 Inbound

Customer says : wants to start a buyback request. because of the exhaust smell. Dealer says : na CRC advised : CONTACT VIA : [REDACTED] EMAIL : copperstatestrength@yahoo.com I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealership's management team. The Ford Regional Customer Service Manager has access to all Ford resources and will use these resources to assist you and your dealership regarding your situation. The Ford Regional Customer Service Manager will receive the information you have just provided me and will do a thorough review on your behalf. You can expect a phone call from your Customer Service Manager within 1 business day. The case number that I have established for you today is CAS-13237436.


Martin Madredia 10/2/2017 11:57 AM

Article

Article

Admin Info

Admin Info

Created By	 Martin Madredia	Modified By	 Patrick Mitchell
Created On	10/2/2017 11:56 AM	Modified On	12/14/2017 2:51 PM
Begin Date	10/2/2017	Case Type	
Title	[REDACTED]	Source Created By	

Case



General Info

Overview

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

Close Case

Close Case Info

Resolution Type	Close Issue	Comments - Close Case
Closure Type	Resolved	

Customer Info

Advanced Search

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

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

Current LTV Score 95

Customer Scores

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


Dealer Info

Dealer Info

Dealer Name	 Rodeo Ford, Inc.		
Dealer PA Code	07846	Dealer Service Manager	
Dealer Phone Number	(623) 298-3900	More than one Service Manager	No
Dealer Contact	 Tony Staggs	Service Mgr Phone	
Ford CSM	 Catherine Donley	Portal Status	No New Message
FMCC Branch Code			

Vehicle Info

Vehicle Info

VIN	 1FM5K7D88HG [REDACTED]	Mileage	2,573
Warranty Start Date	6/4/2017	Mileage Units	Miles
Vehicle Modifications	No	Hours in Service	
Original Selling Dealer		Converted Mileage	
Original Selling PA		Days Out of Service	20.00
		Number of Repairs	1
Unit Down	Yes	Customer in Loaner	Yes

Unit Down Date (at Dealership) 9/5/2017

Primary Reason for Unit Down  Part Delay

Unit On-Road Date 11/2/2017

Vehicle Specification

Vehicle Specification  2017 > FORD > EXPLORER > K7D - EXPLORER XLT FWD 4-DR
Full Path

Model Year  2017

Engines Specification  3.5L V6 CYCLONE TIVCT

Make  FORD

Transmissions Specification  6 SPD AUTO TRANS 6F

Model / Vehicle Line  EXPLORER

Body Style  K7D - EXPLORER XLT FWD 4-DR

Equipment and Software

SYNC Version

Modem / TCU?

Installed SYNC Software Version

Installed Date

WiFi Capable

WiFi Enabled

Date Retrieved

Case Classification

Classification

Responsible Team  Tier 2 CCT

Case Classification  Dealer - Vehicle Concern > CSM Assistance Request > Parts/Technical Assistance
Full Path

Case Classification  Dealer - Vehicle Concern
Level 1

Case Classification  CSM Assistance Request
Level 2

Case Classification  Parts/Technical Assistance
Level 3

Case Classification
Level 4

Classification

Initial Contact Target	9/26/2017 10:57 AM	Initial Contacted	No
Case Closure Target		Initial Contact Date	

Symptom Code

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

Level 1  Start/Run/Move

Level 2  Odor

Level 3  Fuel

Level 4  Always

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 0011340639

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

Activity Type	Activity Status	Priority	Date Created
Case Resolution	Completed	Normal	11/2/2017 6:25 P.
Close Case	Completed	Normal	11/2/2017 6:25 P.
Appointment	Completed	Normal	10/26/2017 4:08..
Schedule Follow-Up	Completed	Normal	10/26/2017 4:08..
Appointment	Completed	Normal	10/19/2017 7:33..
Schedule Follow-Up	Completed	Normal	10/19/2017 7:33..
Appointment	Completed	Normal	10/19/2017 7:32..
Appointment	Completed	Normal	10/17/2017 5:59..
Follow-Up	Completed	Normal	10/17/2017 5:59..
Appointment	Completed	Normal	10/10/2017 3:59..

Page 1

Title: Note created on 10/19/2017 07:32 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
NEXT STEPS :FU 10/26/17 to verify DLR claimed rental in IWL and close case

[Catherine Donley 10/19/2017 7:32 PM](#)

Title: C [REDACTED]; 1FM5K7D88H [REDACTED] 3

Email Created On: 10/19/2017 7:32:36 PM From: To: Subject [REDACTED];
1FM5K7D88HGD [REDACTED] Nathan, Please follow up to claim the rental so that I may close the case. Thank you, Ford Motor Company
Catherine Donley | Customer Service Manager |FCSD 866-631-3788 x77814| eFax: 866-296-0134 cdonley2@ford.com| www.ford.com

[SYSTEM 10/19/2017 7:32 PM](#)

Title: Note created on 10/17/2017 5:58 PM by Nicole Kenny, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

NEXT STEPS: IWL case FU for DLR to claim the rental and close the case 10/20

[Nicole Kenny 10/17/2017 5:59 PM](#)

Title: Note created on 10/10/2017 03:58 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

NEXT STEPS: IWL case FU for DLR to claim the rental and close the case 10/18

[Catherine Donley 10/10/2017 3:59 PM](#)

Title: Note created on 10/10/2017 03:58 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT
CSM Catherine X77814 made OBC to DLR 3900. Left VM for SM Nathan.

[Catherine Donley 10/10/2017 3:58 PM](#)

Title: Note created on 10/3/2017 7:11 PM by Nicole Kenny, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

Next step: IWL case once dealer claims the rental in the IWL activity

[Nicole Kenny 10/3/2017 7:12 PM](#)

Title: File Attachment, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

RE [REDACTED] 1FM5K7D88HGD [REDACTED].msg

[Dawn Baire 10/2/2017 11:36 AM](#)

Title:

 KP0351_0001.pdf

[CRM01 Team User 9/29/2017 6:01 PM](#)

Title:

"By Tony Staggs " - CASE UPDATE REQUESTING 23 DAYS RENTAL FOR BACK ORDER PARTS REQUEST SEE ATTACHED INVOICE IN DOLALR AMOUNT OF \$690.00 CUSTOMER PICKING UP VEHICLE TOMORROW 9/30/17 RENTAL HAS BEEN RETURNED.

[CRM01 Team User 9/29/2017 6:00 PM](#)

Title: Note created on 09/29/2017 05:15 PM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

NEXT STEPS: FU 10/5/17 to close IWL case once dealer claims the rental in the IWL activity

[Catherine Donley 9/29/2017 5:15 PM](#)

Title: Note created on 09/27/2017 06:20 PM by Dawn Baire, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

Good afternoon Thank you for assisting us with this claim, the vehicle is completed and the customer is still in the rental and will be returning today 9/27/2017 and we can close the rental claim of 23 days needed for back order part request. Later this afternoon I will bill the correct rental days when the customer picks up and submit for the approval code. Again thank you for your assistance on this case Richard Wiborg Rodeo Ford Service 623-298-3932

[Dawn Baire 9/27/2017 6:21 PM](#)

Title: Note created on 09/26/2017 05:50 PM by Dawn Baire, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

next steps: confirm w/dlr what assistance cust is requesting / get approval code for iwl / close case 9/29/2016

[Dawn Baire](#) 9/26/2017 5:50 PM

Title: Note created on 09/26/2017 05:48 PM by Dawn Baire, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

Hi Darren, I am assisting Catherine on her cases today. Could you please advise what assistance this customer is requesting. Is the vehicle still at the dealership? Have repairs been completed? Is the customer still in the rental car? If the repairs are complete please go into the warranty loaner request form and generate the approval code so we can close this case. Please respond to Catherine at 1-866-631-6788 X 77814 or email cdonley2@ford.com Thank you Ford Motor Company ® Dawn Baire | Customer Service Manager | FCSD 866-631-3788 x 77776 | eFax: 866-318-7058 dbaire1@ford.com | www.ford.com

[Dawn Baire](#) 9/26/2017 5:48 PM

Title: Note created on 09/25/2017 11:27 AM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

NEXT STEPS: FU 9/26/17 to see what assistance DLR is requesting

[Catherine Donley](#) 9/25/2017 11:27 AM

Title: Note from Portal Message

Please advise what assistance you are requesting? Thank you, CSM Catherine X77814

[Catherine Donley](#) 9/25/2017 11:08 AM

Title: Note created on 09/25/2017 11:03 AM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

CSM Catherine X77814 made OBC to DLR (623) 298-3900. Left VM for SM Darren.

[Catherine Donley](#) 9/25/2017 11:03 AM

Title: Note cr

Ticket Number [REDACTED]

4418 LTV Score

Dealer phone: (623) 298-3900 VIN: 1FM5K7D88 [REDACTED] 2017 EXPLORER Mileage: 2573 Warranty Start Date: 6/4/2017 Engines Specification: 3.5L V6 CYCLONE TIVCT Open Recall/FSA: None ESP: None Hotline Contact: None Warranty History: 1 Claim; 1 Current Concern Repr Date:22-AUG-2017 RL Cmpl Date:25-AUG-2017 DIST(Mile):2235 EXHAUST SMELL IN VEHICLE- UPDATED HVAC TO LATEST CALIBRATION AND PERFORMED RESEAL Original Selling Dealer: RODEO FORD, INC.

[Catherine Donley](#) 9/25/2017 10:53 AM

Title: Note created on 09/25/2017 10:52 AM by Catherine Donley, Default Team: Tier 2 CCT, Default Team: Tier 2 CCT

[REDACTED] ddr: 3717 N 127TH DR City: AVONDALE State: AZ Zip: 85392 N/A-Rcpt: 060817

[Catherine Donley](#) 9/25/2017 10:52 AM

Title:

"By Tony Staggs" - CUSTOMER STATES THERE IS A VERY STRONG EXHASUT SMELL INSIDE VEHICLE ON ACELL FUMES INSIDE VEHICLE MAKING CUSTOMER DIZZY WHILE DRIVING


[CRM01 Team User](#) 9/24/2017 7:57 PM

Article

Article

Admin Info

Admin Info

Created By	 CRM01 Team User	Modified By	 Adam Park
Created On	9/24/2017 7:57 PM	Modified On	11/2/2017 6:25 PM
Begin Date	9/24/2017	Case Type	Concern
Title	[REDACTED]	Source Created By	



TMA

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
2775 Sunny Isles Boulevard, Suite 150
North Miami Beach, Florida 33160

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

December 12, 2017

RECEIVED
DEC 19 2017

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

Re: [REDACTED]
Vehicle: 2016 Ford Explorer
VIN: 1FMSK7B87G [REDACTED]

CLERK OF COURT
Circuit Court in and for the County of Hamilton

Dear Sir/Madam:

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

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

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

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

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

CC: Cleveland Ford, 2496 S Lee Hwy, Cleveland, TN 37311



RETURN RECEIPT REQUESTED ELECTRONICALLY

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

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE & FEES
PAID
CMSI

00000363 1oz. MB 0.423

USPS CERTIFIED MAIL



9314 8000 3860 0208 0501 60

CM-wSig
00000363

CM-0623-11235.01



FORD MOTOR COMPANY
PO BOX 6248
DEARBORN MI 48121-6248



**Service of Process
Transmittal**

08/06/2018

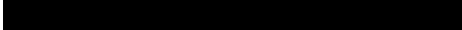
CT Log Numbe 

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

RE: Process Served in Tennessee

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:  tc., Pltfs. vs. HCF Acquisition, LLC, etc. and

DOCUMENT(S) SERVED: Summons, Complaint, Exhibit(s)

COURT/AGENCY: Knox County Circuit Court, TN
Case # 

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2016 Ford Explorer, VIN:
1FM5K7B87GC 

ON WHOM PROCESS WAS SERVED: C T Corporation System, Knoxville, TN

DATE AND HOUR OF SERVICE: By Process Server on 08/06/2018 at 09:00

JURISDICTION SERVED : Tennessee

APPEARANCE OR ANSWER DUE: Within 30 days after service, exclusive of the day of service

ATTORNEY(S) / SENDER(S): Thomas P. Wall
Lemon Law Group Partners PLC
2775 Sunny Isles Blvd., Suite 150
North Miami Beach, FL 33160
888-415-0610

ACTION ITEMS: CT has retained the current log, Retain Date: 08/07/2018, Expected Purge Date:
08/12/2018

Image SOP

Email Notification, Chris Dzbanski cdzbansk@ford.com

Email Notification, Mary Ann MacKinnon mmackin1@ford.com

SIGNED: C T Corporation System
ADDRESS: 300 Montvue RD
Knoxville, TN 37919-5546
TELEPHONE: 312-345-4336

STATE OF TENNESSEE
THE CIRCUIT COURT FOR KNOX COUNTY **FILED**

SUMMONS

2018 JUL 30 PM 2:09

[REDACTED]

PLAINTIFF)

KNOX COUNTY COURT CLERK

vs.

CIVIL ACTION NO. [REDACTED]

Ford Motor Company DEFENDANT)

To the above named defendant (s):

You are hereby summoned and required to serve upon Thomas P. Wall 034479, plaintiff / plaintiff's attorney, whose address is 2775 Sunny Isles Blvd Ste 150, North Miami Beach, FL 33160, an answer to the complaint herewith served upon you within 30 days after service of this summons and complaint upon you, exclusive of the day of service. A copy of the answer must be filed with the court either before or within a reasonable time after service. If you fail to do so, judgment by default can be taken against you for the relief demanded in the complaint.

Issued and attested this the 30 day of July, 2018.

 **ADA**
FOR ASSISTANCE CALL
865 / 215-2952
TTY: **865 / 215-2497**

Catherine F. Shanks
Catherine F. Shanks, Clerk
Ann Partridge
Deputy Clerk

NOTICE

To the defendant (s):

Tennessee law provides a Ten Thousand dollar (\$10,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek counsel of a lawyer.

SERVICE INFORMATION

To the process server: Defendant Ford Motor Company can be served at: CT Corporation System, 300 Montvue Rd., Knoxville, TN 37919

RETURN

I received this summons on the _____ day of _____ AUG 06 2018.

I hereby certify and return that on the _____ day of _____, I:

served this summons and complaint on the defendant AUG 06 2018 in the following manner:

**REFUSED
TO SIGN**

failed to serve this summons within 30 days after its issuance because: _____

D. Baird 2525
Process Server

The Americans with Disabilities Act prohibits discrimination against any qualified individual with a disability. The Tennessee Judicial Branch does not permit discrimination against any individual on the basis of physical or mental disability in accessing its judicial programs. In accordance with the Americans with Disabilities Act, if necessary, the Tennessee Judicial Branch will provide reasonable modifications in order to access all of its programs, services and activities to qualified individuals with disabilities.

If you require a modification to access the judicial program and/or have special needs because of a qualified disability, you must submit a written **Request for Modification** to the Local Judicial Program ADA Coordinator listed below at least five (5) business days prior to the date of the judicial proceeding, if possible. A form is available from the Local Judicial Program ADA Coordinator or from the Tennessee Judicial Program ADA Coordinator (www.tncourts.gov)

If you need assistance, have questions or need additional information, please contact the Local Judicial Program ADA Coordinator:

Pat Carson, Compliance Officer
Knox County Human Resources Office
Suite 360, City-County Building
400 Main Street, Knoxville, Tennessee 37902
Voice Phone: (865) 215-2952 TTY: (865) 215-2497

If you need assistance, have questions or need additional information, you may also contact the Tennessee Judicial Program ADA Coordinator:

Pamela Taylor, Manager/Coordinator
State Judicial ADA Program
Administrative Office of the Courts
Nashville City Center
Suite 600, 511 Union Street
Nashville, Tennessee 37219
Telephone (615) 741-2687 FAX: (615)741-6285

The Tennessee Judicial Branch's Americans with Disabilities Act Policy regarding access to judicial program, as well as a Request for Modification form may be found online at www.tncourts.gov.

IN THE CIRCUIT COURT OF KNOX COUNTY TENNESSEE

FILED

2018 JUL 30 PM 2:10

KNOX COUNTY CIRCUIT COURT
CATHERINE F. SMALIS, CLERK

[REDACTED]

individuals,

Plaintiffs,

v.

HCF ACQUISITION, LLC d/b/a
LARRY HILL FORD and
FORD MOTOR COMPANY,
a Foreign Profit Corporation

Defendants.

Case No. [REDACTED]
JURY DEMAND

COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME [REDACTED] hereinafter referred to as Plaintiffs, complaining of and about HCF ACQUISITION, LLC d/b/a LARRY HILL FORD ("Larry Hill Ford"), hereinafter referred to as Defendant Dealership, and FORD MOTOR COMPANY ("Ford"), hereinafter referred to as Defendant Ford, and for cause of action show the Court the following:

PARTIES AND SERVICE

1. Plaintiffs, [REDACTED] are individuals residing in McMinn County, Tennessee.

2. Defendant HCF ACQUISITION, LLC d/b/a LARRY HILL FORD is a Tennessee limited liability company with a principal place of business located at 249 South Lee Highway, Cleveland, Tennessee 37311. This Defendant may be served with process by serving its

registered agent, Corporation Service Company, 2980 Poston Avenue, Nashville, Tennessee 37203. Defendant Ford Motor Company is a foreign profit corporation doing business in the state of Tennessee. This Defendant may be served with process by serving its registered agent, CT Corporation System, 300 Montvue Road, Knoxville, Tennessee 37919.

FACTS

3. On September 4, 2015, Plaintiffs purchased a 2016 Ford Explorer, VIN 1FM5K7B87GG [REDACTED] the "Subject Vehicle"). Please see Exhibit A: Purchase Agreement.

4. The Subject Vehicle is registered in the State of Tennessee and was purchased primarily for personal, family, and/or household purposes.

5. At the time of purchase, the Subject Vehicle was accompanied with a factory warranty which, in relevant part, provided for a 3 (three) year/36,000 mile bumper-to-bumper warranty and 5 (five) year/60,000 mile Powertrain warranty (the "Warranty"). Please see Exhibit B: Pertinent Portion of Warranty. Warranty in its entirety is in Defendant's possession.

6. Defendant Ford's warranties covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship.

7. In fact, when delivered, the Subject Vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted. After purchase, Plaintiffs noticed numerous defects in the vehicle, including but not limited to humming noise from center of dashboard at 65 miles per hour and above when air conditioner is on, gas fumes in cabin, EVAP light illuminating, fuel odor coming through air conditioner vents, exhaust odor in cabin despite numerous repair attempts, smoke entering cabin from rear spoiler area, and odor persisting even after area re-sealed. Plaintiffs returned the

vehicle to Defendant Dealership and an Authorized Dealership for repair on at least 5 (five) occasions. Please see Exhibit C: Repair Orders.

8. Defendant Dealership and Authorized Dealership have test driven the vehicle and made repairs to the vehicle, however, the defects continue to exist During said repairs the Subject Vehicle was out of service for at least 94 (ninety-four) days.

9. Despite the prolonged time during which Defendant Dealership and Authorized Dealership were given the opportunity to repair Plaintiffs' Vehicle, Defendant Dealership and Authorized Dealership failed to repair the Subject Vehicle so as to bring it into conformity with the warranties set forth herein.

10. The defects experienced by the Plaintiffs with the Subject Vehicle substantially impaired its use, value and safety to the Plaintiffs, and has shaken the Plaintiffs' faith in the vehicle to operate as dependable transportation.

11. Despite Plaintiffs' repeated efforts to allow Defendants the opportunity to repair the Subject Vehicle, many nonconforming and defective conditions were not repaired and still exist.

12. Plaintiffs directly notified Defendant Ford of the defective conditions concerning the Subject Vehicle and that Plaintiffs desired a buy-back of the Subject Vehicle. Please see Exhibit D: Written Notification.

13. This cause of action arises out of the Defendants' breaches of warranty and contract and violations of the enclosed statutes, as set forth in this Complaint.

14. As a result, Plaintiffs seek to revoke their acceptance of the Subject Vehicle and be refunded the purchase price, along with all expenses Plaintiffs have incurred as a result of the Subject Vehicle's non-conformities, including loss of use of the Subject Vehicle, and

reimbursement for expenses related to aftermarket items installed on the Subject Vehicle.

15. In the alternative, Plaintiffs seek damages in the form of all expenses Plaintiffs have incurred as a result of the Subject Vehicle's nonconformities, including loss of use of the Subject Vehicle, diminution of value of the Subject Vehicle, and costs of repair to return the vehicle to its warranted state, as well as reimbursement for expenses related to aftermarket items installed on the Subject Vehicle.

PLAINTIFFS' CLAIM OF BREACH OF WARRANTY

16. Plaintiffs incorporate by reference all of the allegations set forth above.

17. Defendant Ford extended to Plaintiffs a 3 (three) year/36,000 mile bumper-to-bumper warranty and a 5 (five) year/60,000 mile Powertrain warranty ("Warranty").

18. Plaintiffs, seeking to repair the Subject Vehicle, attempted to exercise their rights under the Warranty.

19. Defendant Ford has failed to honor the terms of the Warranty.

20. As a result of the actions set forth above, Defendant Ford has breached the Warranty.

21. As a result of Defendant Ford's breach of Warranty, Plaintiffs have and will continue to suffer significant monetary and consequential damages.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter Judgment in favor of Plaintiffs and against Defendant Ford in an amount to be determined at the Trial of the matter, but believed to be monetary relief of \$100,000.00 or less, exclusive of costs, interest and attorney fees.

PLAINTIFFS' CLAIM OF BREACH OF IMPLIED WARRANTY:
TCA § 47-2-314

22. Plaintiffs incorporate by reference all of the allegations set forth above.

23. The aforementioned Subject Vehicle purchased by Plaintiffs was subject to implied warranties of merchantability under TCA § 47-2-314.

24. A warranty that goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind as stated in TCA § 47-2-314(1). Said implied warranties included, but are not limited to, the following:

- a. Said Vehicle must pass without objection in the trade under the contract description; and
- b. Said Vehicle must be of fair average quality; and
- c. Said Vehicle must be fit for the ordinary purposes for which it is used.

25. Said Vehicle was not warranted and represented in that Defendant Ford has failed and refused to repair any defects and nonconformities.

26. Plaintiffs have given Defendant Ford a reasonable opportunity to reinstate any and all warranties so as to cure any defects and nonconformities with the Subject Vehicle but Defendant Ford has failed to do so within a reasonable time and without costs to Plaintiffs.

27. As a result of Defendant Ford's breach of implied warranties, Plaintiffs have and will continue to suffer significant monetary damages.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter Judgment in favor of Plaintiffs and against Defendant Ford in an amount to be determined at the Trial of the matter, but believed to be monetary relief of \$100,000.00 or less, exclusive of costs, interest and attorney fees.

PLAINTIFFS' CLAIM OF BREACH OF THE MAGNUSON-MOSS WARRANTY ACT

28. Plaintiffs incorporate by reference all of the allegations set forth above.

29. This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2310(d)(1)(A).

30. Plaintiffs are consumers as defined by 15 USC § 2301(3).

31. Defendant Ford is a supplier and warrantor as defined by 15 USC § 2301(4),(5).

32. The Subject Vehicle is a consumer product as defined by 15 USC § 2301(1).

33. 15 USC § 2301(6), requires Defendant Ford, as a warrantor, to remedy any defects, malfunction or nonconformance of the Subject Vehicle within a reasonable time and without charge to Plaintiffs, as defined in 15 USC § 2304(d).

34. The actions of Defendant Ford as herein above described and in failing to tender the Subject Vehicle to Plaintiffs free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiffs, constitute a breach of the written and implied warranties covering the Subject Vehicle and are a violation of the Magnuson-Moss Warranty Act.

35. Despite repeated demands and despite the fact that the Plaintiffs have complied with all reasonable terms and conditions imposed upon them by Defendant Ford, Defendant Ford has failed and/or refused to cure any defects and nonconformity with the Subject Vehicle.

36. As a result of Defendant Ford's breach of express and implied warranties as set forth above, and Defendant Ford's failure to honor its obligations under its warranties, Plaintiffs have and will continue to suffer damages as enumerated above.

37. Defendant Ford has had a reasonable opportunity to remedy the defects in the vehicle but has failed to do so, thereby entitling Plaintiffs to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.

38. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiffs are entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

WHEREFORE, Plaintiffs pray that this Honorable Court enter an order requiring Defendant Ford to accept return of the Subject Vehicle and refund Plaintiffs the purchase price, together with any and all incidental and consequential damages, including attorney fees as provided by 15 USC § 2310(d)(2) and such other and further equitable relief to which Plaintiffs are entitled. In the alternative, Plaintiffs seek damages in the form of all expenses Plaintiffs have incurred as a result of the Subject Vehicle's nonconformities, including loss of use of the Subject Vehicle, diminution of value of the Subject Vehicle, and costs of repair to return the vehicle back to its warranted state.

**PLAINTIFFS' CLAIM OF VIOLATION OF THE TENNESSEE CONSUMER
PROTECTION ACT (TCPA)
TCA § 47-18-104**

39. Plaintiffs incorporate by reference all of the allegations set forth above.

40. Defendant Dealership violated the TCPA by engaging in a deceptive trade practice.

41. Under the TCPA the term "deceptive trade practice" includes, but is not limited to:

- a. representing that goods or services are of a particular standard, quality, or grade...if they are of another;

42. Plaintiffs' Vehicle was represented by Defendant Dealership to be of good quality.

However, the Vehicle had many serious defects and nonconformities and was in fact of poor quality.

43. Defendant Dealership led Plaintiffs to believe that the Vehicle had been repaired and was free of nonconformities. However, the Vehicle continued to have defects and nonconformities and had to be returned for repairs on multiple occasions.

44. Defendant Dealership led Plaintiffs to believe that the work on the Vehicle had cured it of nonconformities when in fact the work performed did not render it free of nonconformities.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter Judgment in favor of Plaintiffs and against Defendant Dealership in an amount to be determined at the Trial of the matter, but believed to be monetary relief of \$100,000.00 or less, exclusive of costs, interest and attorney fees.

PLAINTIFFS' CLAIM FOR REVOCATION

45. Plaintiffs incorporate by reference all of the allegations set forth above.

46. After taking possession of the Subject Vehicle, Plaintiffs discovered defects as outlined above which substantially impaired the value of the Vehicle to Plaintiffs.

47. After numerous failed attempts by Defendant Dealership to properly repair the Subject Vehicle, Plaintiffs now believe that said non-conformities cannot be seasonably or ever cured and has lost confidence that the vehicle can be operated safely.

48. Due to the Subject Vehicle's lengthy repair history and continuing defects, Plaintiffs have previously sought to revoke acceptance pursuant to TCA § 47-2-608 and the return of the purchase price of the Subject Vehicle.

49. Defendant Dealership has refused to comply with the Plaintiffs' demand for revocation and a refund of Plaintiffs' purchase price.

50. With the filing of this Complaint, Plaintiffs continue their demand of Defendant Dealership to allow Plaintiffs to return the vehicle in exchange for the purchase price and any costs

or expenses associated with the sale, repair and return of the Subject Vehicle as allowed by law, including payment of reasonable costs and expenses.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs Arunbhai Patel and Indumatiben Patel respectfully pray that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiffs against Defendants, jointly and severally, for damages in an amount within the jurisdictional limits of the Court; at the maximum rate allowed by law; post-judgment interest at the legal rate; costs of court; attorney fees and costs; and such other and further relief to which the Plaintiffs may be entitled at law or in equity.

Dated: July 19, 2018

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

/s/Thomas P. Wall

By: Thomas P. Wall, Esq.
Lemon Law Group Partners PLC
2775 Sunny Isles Blvd., Suite 150
North Miami Beach, Florida 33160
Telephone No.: (888) 415-0610
Facsimile No.: (888) 809-7010

PLAINTIFFS HEREBY DEMAND TRIAL BY JURY

FILED

2018 JUL 30 PM 2:10

KNOX COUNTY CIRCUIT COURT
CATHERINE P. SHANKS, CLERK

EXHIBIT A

PURCHASE ORDER

DATE: 09/04/2015 SALES PERSON: RICHARD HOWARD
 DEALER: LARRY WILCOX FORD ADDRESS: 225 SOUTH LEE HIGHWAY
CLEVELAND, TN 37311

PURCHASER: [REDACTED] CO-PURCHASER: [REDACTED]
 ADDRESS: [REDACTED] CITY: ETOWAH STATE: TN ZIP: [REDACTED]

SOCIAL SECURITY # [REDACTED] BIRTH DATE [REDACTED] SOCIAL SECURITY # [REDACTED] BIRTH DATE [REDACTED]

HOME PHONE [REDACTED]

I HAVE HEREBY AGREED TO PURCHASE THE FOLLOWING DESCRIBED MOTOR VEHICLE UNDER THE FOLLOWING TERMS AND CONDITIONS:

STOCK #	<u>116461</u>	YEAR	<u>2015</u>	ADDED ACCESSORIES	<u>NO</u>
MAKE	<u>FORD</u>	MODEL	<u>EXPLORER</u>	PROCESSING FEE	<u>\$99.50</u>
COLOR	<u>OXFORD WHITE</u>	TRADE IN	<u>NO</u>	CASH PRICE BEFORE TRADE IN OR DOWN PAYMENT	<u>32233.50</u>
FINANCING	<u>FACTORY EXECUTIVE</u>	TRADE IN	<u>NO</u>		
FINANCING	<u>FACTORY EXECUTIVE</u>	TRADE IN	<u>NO</u>		
FINANCING	<u>FACTORY EXECUTIVE</u>	TRADE IN	<u>NO</u>		

TRADE IN	YEAR	MAKE	MODEL	COLOR	CLASSIC	TRADE ALLOWANCE	<u>18000.00</u>
BALANCE DUE ON TRADE IN (-)							<u>1925.00</u>
EQUITY							<u>-525.00</u>
CASH							<u>NA</u>
DOWN PAYMENT							<u>500.00</u>
REBATE							<u>25.00</u>
DOWN PAYMENT RECEIVED							<input type="checkbox"/>
TAX							<u>1893.43</u>
LICENSE							<u>50.00</u>
BALANCE DUE AFTER TRADE IN OR DOWN PAYMENT							<u>33401.93</u>

PERSON QUOTING PAYOFF BALANCE DUE AFTER TRADE IN OR DOWN PAYMENT
 PURCHASER AGREES TO PAY ANY DIFFERENCE (SHORTAGE) BETWEEN THE BALANCE DUE ON TRADE IN (SHOWN ABOVE), WHICH IS THE PAYOFF GIVEN TO DEALER BY PURCHASER'S LEND HOLDER, AND THE AMOUNT OF THE ACTUAL PAYOFF. PURCHASER ALSO AGREES TO PAY ANY DIFFERENCE (SHORTAGE) IN SALES OR USE TAX IMPOSED OR APPLICABLE TO THE TRANSACTION COVERED BY THIS PURCHASE ORDER AND ANY TAX LIES ON THE TRADE IN. ANY OVERAGES WILL BE REFUNDED BY DEALER TO PURCHASER.

1. **DISCLAIMER OF WARRANTIES BY DEALER:** The only express warranties, if any, applying to the motor vehicle are those offered by the manufacturer. DEALER MAKES NO EXPRESS WARRANTIES ON THE MOTOR VEHICLE.

The described motor vehicle is being sold "AS IS" and "WITH ALL FAULTS" and DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

DEALER NEITHER ASSUMES NOR AUTHORES ANY OTHER PERSON TO ASSUME FOR DEALER LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR INCIDENTAL DAMAGES.

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

2. **FINANCIAL AGREEMENT:** Purchaser agrees that this Purchase Order (including all of the terms and conditions on both the front and reverse side hereof), and any other documents signed by purchaser on this date (and any retail installment contract as described below) cancels and supersedes any prior agreement and as of this date, the written documents comprising the complete and exclusive statement of the terms of the agreement relating to the subject matter covered hereby. This Purchase Order can be modified only by a writing signed by the parties hereto, or the duly authorized representatives of the parties. Purchaser is not relying upon any opinion, promise, statement or representation made by any sales person or other employee of the Dealer that is not set out in the written agreements. If any provision in these agreements is determined to be unenforceable, the remaining provisions shall remain in full force and effect. The validity, construction and enforceability of these agreements shall be governed by the laws of Tennessee, except to the extent that such laws are superseded by federal law.

THIS PURCHASE ORDER IS FINAL WITH REGARD TO PRICE and shall not be affected by any marketing programs, including but not limited to coupons, special incentives, rebates or special financing programs.

THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY DEALER'S AUTHORIZED REPRESENTATIVE.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED BY REFERENCE, WHICH MEANS THAT THEY ARE PART OF THIS CONTRACT JUST AS IF THEY WERE PRINTED HERE. PURCHASER ACKNOWLEDGES RECEIPT OF A TRUE AND COMPLETE COPY OF THIS PURCHASE ORDER AND AUTHORIZES INVESTIGATION OF PURCHASER'S CREDIT AND EMPLOYMENT HISTORY AND THE RELEASE OF INFORMATION CONCERNING SUCH CREDIT AND EMPLOYMENT HISTORY.

WITNESS THIS: [REDACTED] HASER ON: September 15
 Purchaser: [REDACTED] Co-Purch: [REDACTED]

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE ARBITRATION AGREEMENT ENTERED INTO BY AND BETWEEN DEALER AND PURCHASER SIMULTANEOUSLY HERewith, WHICH ARBITRATION AGREEMENT IS INCORPORATED BY REFERENCE HEREIN.

Dealership: Kevin J. Howard

Should provisions in this Purchase Order be found to be invalid such finding shall not affect the validity of the remaining provisions of this Purchase Order.

This Agreement and Receipt Company Form 00576 C (08/14)

FILED

2018 JUL 30 PM 2:10

KNOX COUNTY CIRCUIT COURT
CATHERINE E. SHAWNS, CLERK

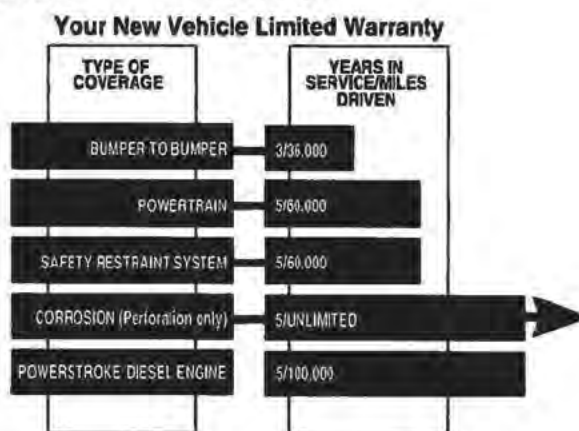
EXHIBIT B

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- ➔ **What is Covered?** (pages 8-12)
- ➔ **What is Not Covered?** (pages 12-15)

WHAT IS COVERED?

Your **NEW VEHICLE LIMITED WARRANTY** gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

FILED

2018 JUL 30 PM 2:10

KNOX COUNTY CIRCUIT COURT
CATHERINE F. SHANKS, CLERK

EXHIBIT C



2456 South Lee Highway
 Cleveland, TN 37311
 (423) 472-5454
 www.larryhillford.com

SERVICE DEPARTMENT HOURS
 7:30 a.m. to 6:00 p.m.
 Monday - Friday
 8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
6/23/17	
R/O Close Date	Status
6/28/17	Reprint
Mileage In	Mileage Out
14821	14822
Service Advisor / Tag #	
MICHELLE PHILLI/	
Vehicle Identification Number	
1FM5K7B87GG	
Delivery Date	In Service Date
9/04/15	9/04/15
Color	License Number
OXFORD WHI	

Work Phone: [REDACTED] 878-517-0119

Year: 2016 Make: FORD Model: EXPLORER Body: [REDACTED] Color: OXFORD WHI

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR DIAG: CUSTOMER STATES DIAGNOSE MISC CONCERN EVAP LIGHT ON CUSTOMER SMELLS GASOLINE COMING OUT OF A/C VENTS Tech: JASON B. (A23) CAR WAS TEST DROVE BY SERVICE MANAGER AND A SERVICE ADVISOR. NO FUEMS COULD BE DETECTD, COULD NOT VE RIFY CONCERN, CUSTOMER WILL RETURN IF CONCERN RETIURNS	Internal

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work necessary 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 the 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 hereon.

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.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



2496 South Lee Highway
 Cleveland, TN 37311
 (423) 472-5454
 www.larryhillford.com

SERVICE DEPARTMENT HOURS
 7:30 a.m. to 6:00 p.m.
 Monday - Friday
 8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
8/01/16	71
R/O Close Date	Status
8/07/16	Reprint
Mileage In	Mileage Out
8373	8373
Service Advisor / Tag #	
RONALD PENEPEPT	
Vehicle Identification Number	
1FMSK7B87G6	
Delivery Date	In-Service Date
9/04/15	9/04/15
Color	License Number
OXFORD WHI	

ETOWAH, TN		Work Phone	
Year	Make	Model	Body
2016	FORD	EXPLORER	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR T6: HVAC SYSTEM REPAIRS CUSTOMER STATES HUMMING NOISE FROM CENTER OF DASH AT 65MPH AND ABOVE WITH AIR CONDITIONING ON HIGH A LSO SMELL GAS FUMES WHEN NOISE PRESENT Caused by TSB 15 0143 TEST DRIVE VEHICLE VERIFIED NOISE PERFORMED TSB 15 0143 ADJUSTED RETAINING CLIP HOLES AND INSTALL NEW COWL Tech: JASON B. (A23) Installed BB5Z 78022A68 AA :GRILLE - COWL TOP Qty: 1	Warranty Warranty
#2 - MR 99P: PERFORM MULTI POINT INSPECTION MULTI-POINT INSPECTION Caused by INSPECTION INSPECTION	
#3 - MR RENTAL: RENTAL P18 RENTAL EXPENSE Caused by RENTAL RENTAL EXPENSE	

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 the 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 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.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

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



2496 South Lee Highway
 Cleveland, TN 37311
 (423) 472-5454
 www.larryhillford.com

SERVICE DEPARTMENT HOURS
 7:30 a.m. to 6:00 p.m.
 Monday - Friday
 8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
8/21/17	1
R/O Close Date	Status
8/24/17	Reprint
Mileage In	Mileage Out
14823	14824
Service Advisor / Tag #	
GENE GUIN	
Vehicle Identification Number	
1FM5K7B87G	
Delivery Date	In-Service Date
9/04/15	9/04/15
Color	License Number
OXFORD WHI	

[REDACTED]		[REDACTED]	
ETOWAH, TN			
Year	Make	Model	Body
2016	FORD	EXPLORER	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR NPF: NO PROBLEM FOUND Tech: HOUSE TECH(996) NO WORK PERFORMED	
<i>EMAIL TO:</i> [REDACTED]	

<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE I hereby authorize the repair work hereafter 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 the 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 thereon.</p> <p>DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties other 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.</p>	LABOR	.00
	PARTS	.00
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	.00
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	.00

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

Mullinax Lincoln



550 First Street NW
 Cleveland, TN 37311
 (423) 476-6501 * Fax (423) 472-8259
 www.mullinaxlincolntonline.com



[REDACTED]		VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
ETOWAH, TN		1FM5K7B87G	15770	15775	08/23/17 11:01	09/22/17	[REDACTED]
VEHICLE DESCRIPTION					TAG NO.	STATE	
2016 FORD EXPLORER ()					[REDACTED]	PARTIAL-COMPLETE-P	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
014600							No Charge
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.	RO COMMENT		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	JAMIE BLEVINS (246)			

Servicing your vehicle involves the use of chemicals which must be managed & disposed of in compliance with federal, state, laws. Shop supplies represent costs of waste disposals.

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount												
A	00		A51		Warranty													
Concern	CUSTOMER REQUEST CHECK FOR POSSIBLE FUEL ODOR OR EXHAUST SMELL																	
Cause	REPROGRAM THE EATC PRESSURE TEST CABIN FOR LEAKS INSPECTED AND SEALED ANY HOLES IN LIFTGATE LEFT & RIGHT TAIL LAMP ASSEMBLIES AND REPLACE WHE																	
Correction	EL MOULDINGS LEFT AND RIGHT SIDE AIR EXTRACTORS RESEAL THE BODY FOLLOWING POLICE & AFTERMARKET OR RETAIL PROCEDURE.																	
<table border="1"> <thead> <tr> <th>Part Number</th> <th>Description</th> <th>Qty.</th> </tr> </thead> <tbody> <tr> <td>TA 2 B</td> <td>ADHESIVE</td> <td>1</td> </tr> <tr> <td>FB5Z 7829164 AA</td> <td>MOULDING</td> <td>1</td> </tr> <tr> <td>FB5Z 7829165 AA</td> <td>MOULDING</td> <td>1</td> </tr> </tbody> </table>							Part Number	Description	Qty.	TA 2 B	ADHESIVE	1	FB5Z 7829164 AA	MOULDING	1	FB5Z 7829165 AA	MOULDING	1
Part Number	Description	Qty.																
TA 2 B	ADHESIVE	1																
FB5Z 7829164 AA	MOULDING	1																
FB5Z 7829165 AA	MOULDING	1																

B +	LOANER		A51		Warranty	
Concern	CUSTOMER LOANER CAR					

Warranty Claim Type: F	Authorization Code:	Service Cont No:	Totals
			Amount
			No Charge

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

X _____
 Customer Signature

On behalf of servicing dealer, I hereby certify that the information contained hereon 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 part repaired or replaced under this claim had been connected in any way with any accident, negligence, or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

X _____
 (Signed) Dealer, General Manager, or Authorized Person (Date)

Mullinax Lincoln



550 First Street NW
 Cleveland, TN 37311
 (423) 476-6501 * Fax (423) 472-8259
 www.mullinaxlincolntonline.com



[REDACTED]		VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
[REDACTED]		1FM5K7B87G [REDACTED]	15927	15929	10/03/17 16:56	10/13/17	[REDACTED]
ETOWAH, TN		VEHICLE DESCRIPTION			TAG NO.	STATUS	
[REDACTED]		2016 FORD EXPLORER ()			[REDACTED]	PARTIAL-COMPLETE-P	
CONTROL NO.	LICENSE PLATENO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
014600							No Charge
HOME PHONE	WORK PHONE	CELLPHONE	STOCK NO.	SERV. ADV.		RO COMMENT	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	JAMIE BLEVINS (246)			

Servicing your vehicle involves the use of chemicals which must be managed & disposed of in compliance with federal, state, laws. Shop supplies represent costs of waste disposal.

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
A	00		A51		Warranty	
Concern	CUSTOMER REQUEST CHECK FOR FUEL SMEEL INSIDE VEHICLE					
Cause	PERFORM WEB ASSESSMENT OBTAIN REPAIR VERIFICATION CODE					
	RVCEB575230-B					
Correction	REPLACED MUFFLER ASSEMBLY					
Part Number		Description			Qty	
FB5Z 5230 B		MUFFLER ASY -			1	

Warranty Claim Type: F Authorization Code: Service Cont No:

Totals

TOTAL CUSTOMER

Amount
No Charge

STATEMENT OF DISCLAIMER

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

On behalf of servicing dealer, I hereby certify that the information contained hereon 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 part repaired or replaced under this claim had been connected in any way with any accident, negligence, or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

X _____
Customer Signature

X _____
(Signed) Dealer, General Manager, or Authorized Person (Date)



Mullinax Lincoln
 550 First Street NW
 Cleveland, TN 37311
 (423) 476-6501 * Fax (423) 472-8259
 www.mullinaxlincolnonline.com



[REDACTED]		VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
ETOWAH, TN		1FM5K7B87	16050	16080	10/30/17 15:46	12/07/17	[REDACTED]
VEHICLE DESCRIPTION					TAG NO.	STATUS	
2016 FORD EXPLORER ()					[REDACTED]	PARTIAL-COMPLETE-P	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
014600							No Charge
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.		RO COMMENT	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	JAMIE BLEVINS (246)			

Servicing your vehicle involves the use of chemicals which must be managed & disposed of in compliance with federal, state, laws. Shop supplies represent costs of waste disposals.

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount															
A	00		A51		Warranty																
Concern	CUSTOMER STATES VEHICLE HAS EXHAUST ODOR COMING INSIDE CAB OF VEHICLE																				
Cause	CUSTOMER VEHICLE HAS BEEN DOWN MULTIPLE TIMES FOR THIS CONCERN, FORD SERVICE ENG HAS GIVEN INSTRUCTIONS ON WHAT TO TEST AND PERFORM, STEP 1PERFORM: 17N03 CARBON MONOXIDE SERVICE AND REPORT, PERFORMED 17N03 CUSTOMER TEST DROVE AND REPORTED ODOR STILL PRESENT. GAVE INFO TO FSE, FSEORDERED A SOAP TEST WITH NO RESULTS. FSE ORDERED A VACCUM TEST WITH SMOKE FROM OUTSIDE OF VEHICLE TO LOCATE WHERE INTRUSION IS COMING FROM.FOUND SMOKE ENTRY FROM REAR SPOILER AREA THIRD BRAKE LIGHT AND TAG AREA, R&R SPOILER RE SEAL SPOILER THIRDS BRAKE LIGHT AND TAG AREA RE TEST AND NO LEAK FOUND, CUSTOMER TEST DROVE AND STILL SMELLS ODOR. MULTIPLE PANELS REQUIRED TO R&R TO PERFORM TEST REAR DOOR PANEL REAR SPOILERREAR KICK PANEL																				
Correction	CUSTOMER STATES ODOR STILL PRESENT TECHNICIAN HAS NO VISIBLE LEAKS ANDCAN NOT VERIFY ODOR.																				
<table border="1"> <thead> <tr> <th>Part Number</th> <th>Description</th> <th>Qty.</th> </tr> </thead> <tbody> <tr> <td>FB5Z 7829164 AA</td> <td>MOULDING</td> <td>1</td> </tr> <tr> <td>FB5Z 7829165 AA</td> <td>MOULDING</td> <td>1</td> </tr> <tr> <td>4M8Z 78280B62 A</td> <td>VALVE ASY - AU</td> <td>3</td> </tr> <tr> <td>HB5Z 78442K03 A</td> <td>KIT - REAR SPO</td> <td>1</td> </tr> </tbody> </table>							Part Number	Description	Qty.	FB5Z 7829164 AA	MOULDING	1	FB5Z 7829165 AA	MOULDING	1	4M8Z 78280B62 A	VALVE ASY - AU	3	HB5Z 78442K03 A	KIT - REAR SPO	1
Part Number	Description	Qty.																			
FB5Z 7829164 AA	MOULDING	1																			
FB5Z 7829165 AA	MOULDING	1																			
4M8Z 78280B62 A	VALVE ASY - AU	3																			
HB5Z 78442K03 A	KIT - REAR SPO	1																			

Warranty Claim Type: F Authorization Code: Service Cont No:

ETOWAH, T		VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO
		1FM5K7B87G	16050	16080	10/30/17 15:46	12/07/17	
		VEHICLE DESCRIPTION	TAG NO.	STATUS			
		2016 FORD EXPLORER ()		PARTIAL-COMPLETE-P			
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
014600							No Charge
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.		RO COMMENT	
				JAMIE BLEVINS (246)			

Totals	
	Amount
Total Amount Due	\$0.00
TOTAL CUSTOMER	No Charge

STATEMENT OF DISCLAIMER

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

X _____

Customer Signature

On behalf of servicing dealer, I hereby certify that the information contained hereon 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 part repaired or replaced under this claim had been connected in any way with any accident, negligence, or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

X _____

(Signed) Dealer, General Manager, or Authorized Person (Date)

FILED

2018 JUL 30 PM 2:10

SNYX COUNTY CIVIL COURT
CATHERINE F. SHANKS, CLERK

EXHIBIT D

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
2775 Sunny Isles Boulevard, Suite 150
North Miami Beach, Florida 33160

Telephone (888) 415-0610

Facsimile (888) 809-7010

Email: info@lemonlawgrouppartners.com

December 12, 2017

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

Re: [REDACTED]
Vehicle: 2016 Ford Explorer
VIN: 1FM5K7B87GC [REDACTED]

Dear Sir/Madam:

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

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

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

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

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

CC: Cleveland Ford, 2496 S Lee Hwy, Cleveland, TN 37311

Server: AWS Prod
 Claims loaded through: 07-NOV-2018

Claim Detail Report

Note: All costs are in US dollars.

Model Year = 2016; Claim Key [REDACTED]

Vehicle Information

Model Year: 2016
 Market Derived: F - FORD
 Body/Cab Type: T/WD - 4 DOOR WAGON
 Version/Series: T/EF-FORD SERIES
 Drive Type: T/A-2 WHL L/H FRONT DRIVE
 Vehicle Line: T/UB-U502N EXPLORER [11-19]
 WERS Engine Code: T/KX-3.5L V6 CYCLONE TIVCT
 WERS Transmission Code: T/WJ-6 SPD AUTO TRANS 6F
 Warranty Start Date: 04-SEP-2015
 Production Date: 03-AUG-2015
 VIN: 1FM5K7B87G [REDACTED]

Claim Information

Document Number: [REDACTED]
 Repair Date: 30-OCT-2017
 Distance: 16050
 TIS: 27
 FCC Auth: O
 AWS Load Date: 11-DEC-2017
 Transaction Code: 17N03

Dealer Information

Dealer Name: MULLINAX LINCOLN AUTOMOTIVE
 Dealer Code: 10311 - *
 Address: 550 FIRST ST N W
 City: CLEVELAND
 State: TN Zip Code: 373111761
 Country: USA Region Code: NA
 Phone: (423)476-6501

Expense Information

Customer Paid Amount:	.00
Deductible Amount:	.00
Dealer Paid Amount:	.00
Labor Cost:	140.52
Misc. Expense Amount:	.00
Part Markup Amount:	9.30
Material Cost:	32.56
Total Cost Gross:	173.08

Cust. Concern Code: * - N/A
 Condition Code: * - [N/A]

Technician Comment: CUSTOMER VEHICLE HAS BEEN DOWN MULTIPLE TIMES FOR THIS CONCERN, FORD SERVICE ENG HAS GIVEN INSTRUCTIONS ON WHAT TO TEST AND PERFORM, STEP 1PERFORM 17N03 CARBON MONOXIDE SERVICE AND REPORT, PERFORMED 17N03 CUSTOMER TEST DROVE AND REPORTED ODOR STILL PRESENT. GAVE INFO TO FSE, FSEORDERED A SOAP TEST WITH NO RESULTS. FSE ORDERED A VACCUM TEST WITH SMOKE FROM OUTSIDE OF VEHICLE TO LOCATE WHERE INTRUSION IS COMING FROM.FOUND SMOKE ENTRY FROM REAR SPOILER AREA THIRD BRAKE LIGHT AND TAG AREA, R&R SPOILER RE SEAL SPOILER THIRDS BRAKE LIGHT AND TAG AREA RE TEST AND NO LEAK FOUND, CUSTOMER TEST DROVE AND STILL SMELLS ODOR. MULTIPLE PANELS REQUIRED TO R&R TO PERFORM TEST REAR DOOR PANEL REAR SPOILERREAR KICK PANEL; CUSTOMER STATES ODOR STILL PRESENT TECHNICIAN HAS NO VISIBLE LEAKS ANDCAN NOT VERIFY ODOR.

Customer Comment: CUSTOMER STATES VEHICLE HAS EXHAUST ODOR COMING INSIDE CAB OF VEHICLE

<u>Labor Op Code</u>	<u>Labor Op Description</u>	<u>Labor Op Cost</u>
17N03B		56.21

17N03C

84.31

Causal Flag	PREF	BASE	SUFF	Description	PREF	BASE	SUFF	Description	CPSC	Part Quantity	Part Type Code	Part Replaced Indicator	Extended Amount
N	4M8Z	78280B62	A	GRL ASY BDY SD VEN AIR	4M8Z	78280B62	A	GRL ASY BDY SD VEN AIR	120101	3	FS	Y	20.37
N	HB5Z	78442K03	A	KIT CVR SPLR RR	HB5Z	78442K03	A	KIT CVR SPLR RR	010814	1	FS	Y	12.19

DTC Sections: Mil. Light On = *

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Any comments? You can contact



[webmaster](#)

Server: AWS Prod
 Claims loaded through: 07-NOV-2018

Claim Detail Report

Note: All costs are in US dollars
 Model Year = 2016; Claim Key = [REDACTED]

Vehicle Information

Model Year: 2016
 Market Derived: F - FORD
 Body/Cab Type: T/WD - 4 DOOR WAGON
 Version/Series: T/EF-FORD SERIES
 Drive Type: T/A-2 WHL L/H FRONT DRIVE
 Vehicle Line: T/UB-U502N EXPLORER [11-19]
 WERS Engine Code: T/KX-3.5L V6 CYCLONE TIVCT
 WERS Transmission Code: T/WJ-6 SPD AUTO TRANS 6F
 Warranty Start Date: 04-SEP-2015
 Production Date: 03-AUG-2015
 VIN: 1FM5K7B87GC [REDACTED]

Claim Information

Document Number: [REDACTED]
 Repair Date: 01-AUG-2016
 Distance: 8373
 TIS: 12
 FCC Auth: 1
 AWS Load Date: 05-AUG-2016
 Transaction Code: 1

Dealer Information

Dealer Name: CLEVELAND FORD
 Dealer Code: 04862 - *
 Address: 2496 SOUTH LEE HIGHWAY
 City: CLEVELAND
 State: TN Zip Code: 373117340
 Country: USA Region Code: NA
 Phone: (423)472-5454

Expense Information

Customer Paid Amount:	.00
Deductible Amount:	.00
Dealer Paid Amount:	.00
Labor Cost:	91.04
Misc. Expense Amount:	.00
Part Markup Amount:	14.06
Material Cost:	49.20
Total Cost Gross:	140.24

Cust. Concern Code: B64 - MOLDINGS, EXTERIOR TRIM POORLY ALIGNED OR FIT
 Condition Code: 02 - BENT/BUCKLED/KINKED

Technician Comment: TSB 15 0143; TEST DRIVE VEHICLE VERIFIED NOISE PERFORMED TSB 15_0143 ADJUSTED
 RETAINING CLIP HOLES AND INSTALL NEW COWL

Customer Comment: CUSTOMER STATES HUMMING NOISE FROM CENTER OF DASH AT 65MPH AND
 ABOVE WITH AIR CONDITIONING ON HIGH ALSO SMELL GAS FUMES WHEN NOISE
 PRESENT

<u>Labor Op Code</u>	<u>Labor Op Description</u>	<u>Labor Op Cost</u>
150143A		91.04

Causal	Reported Part Number	Engineering Part Number	Part	Part Replaced	Extended								
Flag	PREF	BASE	SUFF	Description	PREF	BASE	SUFF	Description	CPSC	Quantity	Type Code	Indicator	Amount
Y	BB5Z	78022A68	AA	PNL COWL TOP VENT	BB5Z	78022A68	AA	PNL COWL TOP VENT	010815	1	FS	Y	49.20

DTC Sections: Mil. Light On = *

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Any comments? You can contact



[webmaster](#)

Server: **AWS Prod**

Claims loaded through: **07-NOV-2018**

Claim Detail Report

Note: All costs are in US dollars

Model Year = 2016; Claim Key [REDACTED]

Vehicle Information

Model Year: **2016**
 Market Derived: **F - FORD**
 Body/Cab Type: **T/WD - 4 DOOR WAGON**
 Version/Series: **T/EF-FORD SERIES**
 Drive Type: **T/A-2 WHL L/H FRONT DRIVE**
 Vehicle Line: **T/UB-U502N EXPLORER [11-19]**
 WERS Engine Code: **T/KX-3.5L V6 CYCLONE TIVCT**
 WERS Transmission Code: **T/WJ-6 SPD AUTO TRANS 6F**
 Warranty Start Date: **04-SEP-2015**
 Production Date: **03-AUG-2015**
 VIN: [1FM5K7B87GG](#) [REDACTED]

Claim Information

Document Number: [REDACTED]
 Repair Date: **01-AUG-2016**
 Distance: **8373**
 TIS: **12**
 FCC Auth: **B**
 AWS Load Date: **05-AUG-2016**
 Transaction Code: **P18**

Dealer Information

Dealer Name: **CLEVELAND FORD**
 Dealer Code: **04862 - ***
 Address: **2496 SOUTH LEE HIGHWAY**
 City: **CLEVELAND**
 State: **TN** Zip Code: **373117340**
 Country: **USA** Region Code: **NA**
 Phone: **(423)472-5454**

Expense Information

Customer Paid Amount: **.00**
 Deductible Amount: **.00**
 Dealer Paid Amount: **.00**
 Labor Cost: **.00**
 Misc. Expense Amount: **56.00**
 Part Markup Amount: **.00**
 Material Cost: **.00**
 Total Cost Gross: **56.00**

Cust. Concern Code: **A99 - ADMINISTRATIVE (PARTS RETURN/ETC.)**

Condition Code: **82 - FREIGHT/POSTAGE/MAINTENANCE**

Technician Comment: **RENTAL; RENTAL EXPENSE**

Customer Comment: **P18 RENTAL EXPENSE**

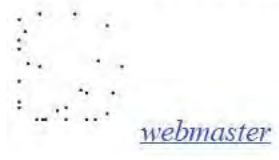
Labor Op Code Labor Op Description Labor Op Cost

Causal Flag	Reported Part Number	Engineering Part Number	Part	Part Replaced	Extended
PREF	BASE	SUFF Description	CPSC	Quantity	Type Code
Y	* RENTAL	* AWA FOR RENTAL VEHICLE	000001	0	PB N
		* RENTAL			
		* AWA FOR RENTAL VEHICLE			.00

DTC Sections: Mil. Light On = N

<u>Flag</u>	<u>Test Type</u>	<u>Malfunction Cd</u>	<u>Malfunction Cd Description</u>	<u>Monitor Cd</u>	<u>Monitor Cd Description</u>
UN		1FTEW1CF7GFB28205			

Any comments? You can contact



Server: **AWS Prod**
 Claims loaded through: **07-NOV-2018**

Claim Detail Report

Note: All costs are in US dollars

Model Year = 2016; Claim Key [REDACTED]

Vehicle Information

Model Year: **2016**
 Market Derived: **F - FORD**
 Body/Cab Type: **T/WD - 4 DOOR WAGON**
 Version/Series: **T/EF-FORD SERIES**
 Drive Type: **T/A-2 WHL L/H FRONT DRIVE**
 Vehicle Line: **T/UB-U502N EXPLORER [11-19]**
 WERS Engine Code: **T/KX-3.5L V6 CYCLONE TIVCT**
 WERS Transmission Code: **T/WJ-6 SPD AUTO TRANS 6F**
 Warranty Start Date: **04-SEP-2015**
 Production Date: **03-AUG-2015**
 VIN: **1FM5K7B87GC** [REDACTED]

Claim Information

Document Number [REDACTED]
 Repair Date: **23-AUG-2017**
 Distance: **15770**
 TIS: **24**
 FCC Auth: **1**
 AWS Load Date: **04-OCT-2017**
 Transaction Code: **E84**

Dealer Information

Dealer Name: **MULLINAX LINCOLN AUTOMOTIVE**
 Dealer Code: **10311 - ***
 Address: **550 FIRST ST N W**
 City: **CLEVELAND**
 State: **TN** Zip Code: **373111761**
 Country: **USA** Region Code: **NA**
 Phone: **(423)476-6501**

Expense Information

Customer Paid Amount: **.00**
 Deductible Amount: **.00**
 Dealer Paid Amount: **.00**
 Labor Cost: **327.88**
 Misc. Expense Amount: **.00**
 Part Markup Amount: **51.82**
 Material Cost: **181.36**
 Total Cost Gross: **509.24**

Cust. Concern Code: **R30 - OTHER WIND NOISE TROUBLES (TURBULENCE)**

Condition Code: **42 - DOES NOT OPERATE PROPERLY**

Technician Comment: **REPROGRAM THE EATC PRESSURE TEST CABIN FOR LEAKS INSPECTED AND SEALED ANY HOLES IN LIFTGATE LEFT & RIGHT TAIL LAMP ASSEMBLIES AND REPLACE WHE; EL MOULDINGS LEFT AND RIGHT SIDE AIR EXTRACTORS RESEAL THE BODY FOLLOWING POLICE & AFTERMARKET OR RETAIL PROCEDURE.**

Customer Comment: **CUSTOMER REQUEST CHECK FOR POSSIBLE FUEL ODOR OR EXHAUST SMELL**

Labor Op Code Labor Op Description Labor Op Cost

MT170044 327.88

Causal	Reported Part Number				Engineering Part Number				Part	Part Replaced	Extended		
Flag	PREF	BASE	SUFF	Description	PREF	BASE	SUFF	Description	CPSC	Quantity	Type Code	Indicator	Amount
Y	*	61280B62	*	GRL ASY QTR VEN AIR	*	61280B62	*	GRL ASY QTR VEN AIR	120103	0	SB	N	.00
N	TA	2	B	MOTORCRAFT BATTERY	TA	2	B	MOTORCRAFT BATTERY	070107	1	MU	Y	33.17
N	FB5Z	7829164	AA	MLDG QTR WHL OPN R	FB5Z	7829164	AA	MLDG QTR WHL OPN R	010805	1	FS	Y	74.20
N	FB5Z	7829165	AA	MLDG QTR	FB5Z	7829165	AA	MLDG QTR	010805	1	FS	Y	73.99

WHL OPN L

WHL OPN L

DTC Sections: Mil. Light On = *

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Any comments? You can contact



[*webmaster*](#)

Server: AWS Prod
 Claims loaded through: 07-NOV-2018

Claim Detail Report

Note: All costs are in US dollars

Model Year = 2016; **Claim Key** = [REDACTED]

Vehicle Information

Model Year: 2016
 Market Derived: F - FORD
 Body/Cab Type: T/WD - 4 DOOR WAGON
 Version/Series: T/EF-FORD SERIES
 Drive Type: T/A-2 WHL L/H FRONT DRIVE
 Vehicle Line: T/UB-U502N EXPLORER [11-19]
 WERS Engine Code: T/KX-3.5L V6 CYCLONE TIVCT
 WERS Transmission Code: T/WJ-6 SPD AUTO TRANS 6F
 Warranty Start Date: 04-SEP-2015
 Production Date: 03-AUG-2015
 VIN: 1FM5K7B87GG [REDACTED]

Claim Information

Document Number: [REDACTED]
 Repair Date: 03-OCT-2017
 Distance: 15927
 TIS: 26
 FCC Auth: 1
 AWS Load Date: 17-OCT-2017
 Transaction Code: E84

Dealer Information

Dealer Name: MULLINAX LINCOLN AUTOMOTIVE
 Dealer Code: 10311 - *
 Address: 550 FIRST ST N W
 City: CLEVELAND
 State: TN Zip Code: 373111761
 Country: USA Region Code: NA
 Phone: (423)476-6501

Expense Information

Customer Paid Amount:	.00
Deductible Amount:	.00
Dealer Paid Amount:	.00
Labor Cost:	65.58
Misc. Expense Amount:	.00
Part Markup Amount:	195.95
Material Cost:	685.83
Total Cost Gross:	751.41

Cust. Concern Code: R30 - OTHER WIND NOISE TROUBLES (TURBULENCE)

Condition Code: 42 - DOES NOT OPERATE PROPERLY

Technician Comment: PERFORM WEB ASSESSMENT OBTAIN REPAIR VERIFICATION CODE RVCEB575230-Brvc
 RPCRJX90NRP6Q; REPLACED MUFFLER ASSEMBLY

Customer Comment: CUSTOMER REQUEST CHECK FOR FUEL SMEEL INSIDE VEHICLE

Labor Op Code Labor Op Description Labor Op Cost

170044A	65.58
---------	-------

Causal Flag	PREF	BASE	SUFF	Description	PREF	BASE	SUFF	Description	CPSC	Part Quantity	Part Replaced	Extended
											Type Code	Indicator Amount
Y	*	61280B62	*	GRL ASY QTR VEN AIR	*	61280B62	*	GRL ASY QTR VEN AIR	120103	0	SB	N .00
N	FB5Z	5230	B	MUFFLER ASY	FB5Z	5230	B	MUFFLER ASY	090101	1	FS	Y 685.83

DTC Sections: Mil. Light On = **N**

<u>Flag</u>	<u>Test Type</u>	<u>Malfunction Cd</u>	<u>Malfunction Cd Description</u>	<u>Monitor Cd</u>	<u>Monitor Cd Description</u>
	RM	RPCRJX90NRP6Q			

Any comments? You can contact



[webmaster](#)

Server: **AWS Prod**
 Claims loaded through: **07-NOV-2018**

Claim Detail Report

Note: All costs are in US dollar

Model Year = 2016; Claim K

Vehicle Information

Model Year: **2016**
 Market Derived: **F - FORD**
 Body/Cab Type: **T/WD - 4 DOOR WAGON**
 Version/Series: **T/EF-FORD SERIES**
 Drive Type: **T/A-2 WHL L/H FRONT DRIVE**
 Vehicle Line: **T/UB-U502N EXPLORER [11-19]**
 WERS Engine Code: **T/KX-3.5L V6 CYCLONE TIVCT**
 WERS Transmission Code: **T/WJ-6 SPD AUTO TRANS 6F**
 Warranty Start Date: **04-SEP-2015**
 Production Date: **03-AUG-2015**
 VIN: [1FM5K7B87GG](#)

Dealer Information

Dealer Name: **MULLINAX LINCOLN AUTOMOTIVE**
 Dealer Code: **10311 - ***
 Address: **550 FIRST ST N W**
 City: **CLEVELAND**
 State: **TN** Zip Code: **373111761**
 Country: **USA** Region Code: **NA**
 Phone: **(423)476-6501**

Claim Information

Document Number
 Repair Date: **30-OCT-2017**
 Distance: **16050**
 TIS: **27**
 FCC Auth: **O**
 AWS Load Date: **13-DEC-2017**
 Transaction Code: **17N03**

Expense Information

Customer Paid Amount: **.00**
 Deductible Amount: **.00**
 Dealer Paid Amount: **.00**
 Labor Cost: **140.52**
 Misc. Expense Amount: **.00**
 Part Markup Amount: **42.34**
 Material Cost: **148.19**
 Total Cost Gross: **288.71**

Cust. Concern Code: *** - N/A**

Condition Code: *** - [N/A]**

Technician Comment: **17n03 related damage**

Customer Comment: **17n03 related damage**

Labor Op Code Labor Op Description Labor Op Cost

MT29164 140.52

Causal Flag	Reported Part Number	Engineering Part Number	Part CPSC	Part Replaced	Extended				
PREF	BASE	SUFF	Description	Quantity	Type Code	Indicator	Amount		
N	FB5Z 7829164	AA MLDG QTR WHL OPN R	FB5Z 7829164	AA MLDG QTR WHL OPN R	010805	1	FS	Y	74.20
N	FB5Z 7829165	AA MLDG QTR WHL	FB5Z 7829165	AA MLDG QTR WHL	010805	1	FS	Y	73.99

OPN L

OPN L

DTC Sections: **Mil. Light On = ***

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Any comments? You can contact



webmaster

APPROVED FOR ENTRY:

Thomas P. Wall by power JMD

Thomas P. Wall, BPR #034479

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CERTIFICATE OF SERVICE

I hereby certify that a copy of foregoing document has been served via U.S. Postal Service, first-class postage prepaid, on:

Thomas P. Wall, Esq.

Lemon Law Group Partners PLC

3323 NE 163rd Street, Suite 504

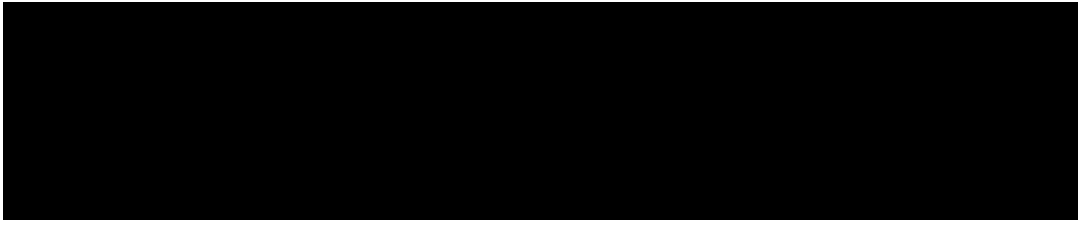
North Miami Beach, Florida 33160

Attorneys for Plaintiffs

On this the 31st day of January, 2019.

James H. Drescher

James H. Drescher



Server: AWS Prod
 Claims loaded through: 19-SEP-2019

Vehicle Information Report

GENERAL VEHICLE INFORMATION: [\(Related Claims\)](#) [\(OLS Concerns\)](#) [\(Lincoln PDI\)](#)

VIN: IFMSK7F84GG	Vehicle Line WERS: T/UB - U502N EXPLORER [11-19]	Engine: T/KX - 3.5L V6 CYCLONE TIVCT
Model Year: 2016	Vehicle Line AWS: U2 - EXPLORER	Global Engine: E2273 - CYCLONE GAS V6 (NON-GTDD) - LEP
Vehicle Type: T	Vehicle Line Global: U3 - EXPLORER (NA-CAP)	Engine Plant: EN23 - LIMA
Inv. Dealer: *	Drive Code: T/A - 2 WHL L/H FRONT DRIVE	Transmission: T/WJ - 6 SPD AUTO TRANS 6F
Vehicle Status Code: 800	Body Cab Style: T/WD - 4 DOOR WAGON	Global Trans: A1104 - AT - 6F50/55 - VDP
Market Derived: F - FORD	Version/Series: T/EF - FORD SERIES	Trans Plant: AT11 - A/T VAN DYKE

BUILD INFORMATION: [\(Window Sticker\)](#) [\(MVP Info\)](#)

Region Built: NA - NORTH AMERICA	Assembly Plant: AD - CHICAGO PLANT BUILD	Vehicle Load Date: 05-APR-2016
Country Built: USA - UNITED STATES	Production Date: 01-APR-2016	Vehicle Maintenance Date: 17-AUG-2016

SALE INFORMATION:

Region Sold: NA - NORTH AMERICA	Arrival Date: 08-APR-2016	Red Carpet Lease: 1
Country Sold: USA - UNITED STATES	Sale Date: 21-APR-2016	Fleet/Retail/Co. Lease: R
Vehicle Count Flag: Y	Warranty Start Date: 21-APR-2016	Modified Vehicle: *
Selling Dealer St/Prov: TX	Original WSD: 21-APR-2016	Warranty Status Ind: *
Selling Dealer (code): GRAPEVINE FORD LINCOLN [152018 - *]		Vehicle Export Flag: N

VOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0-----1-----2-----

EOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0-----1-----2-----3-----4-----5-----6-----

INSTALLED OPTION INFORMATION:

Air Conditioning: T/G - DUAL ZONE AUTO TEMP CONTROL AC	Color(Trim): 000GJ - MEDIUM CAMEL/LT CAMEL	Navis Engine Serial #: 16L115201475
Alternator Amp Rating: 3A	Delivery Type: R	Paint: PN4DQ - MAGNETIC
Audio Disk: * - [N/A]	Driveshaft Code: *	Power Antenna: AF - FIXED RADIO ANTENNA-BLACK
Axle Ratio: EGAAZ - 3.39 FINAL DRIVE RATIO	Front Seat: T/B - SEAT-INDIVIDUAL-L/B DRV/PASS	Radio: GW -
Axle Type: * - [N/A]	Fuel Type: AK - FLEX FUEL ETHANOL	Sound System: * - [N/A]
Battery Amp Rating: MK	Fuel Type Engine: G - Gas	Tire Manufacturer: * - [N/A]
Brake Code: * - [N/A]	GVW Class Code: 5	Tire Brand: * -
Brake Code(Service): * - [N/A]	Instrumentation: AV - HIGH SERIES CLUSTER	Tire Size: D3IEP - 255/50R-20 BSW A/SEASON
Calibration Code: GUB1Y10A	Mirror(Driver Side): BS - DRV PWR ELECTRO HEAT/MEM MIR	Traction Control: AH - ROLL STABILITY CNTRL (RSC) BRK
Color(Accent): * - [N/A]	Mirror(Passgr Side): * - [N/A]	

WERS INFORMATION:

250 rows: [\(hide\)](#)

Family Code	Feature Code	Family Description	Full Description
000	GJ	ALL INT TRIM COLORS-	MEDIUM CAMEL/LT CAMEL
4HC	00	UB -B-L -LEATHER B	UB -B-L -LEATHER B
A1C	AA	UNDERBODY PROTECTION	LESS UNDERBODY PROTECTION
A1K	AA	SPLASH GUARDS-REAR	LESS REAR SPLASH GUARDS
A1P	AL	FRONT DOOR SILL PROTECTION	FRONT SCUFF PLATES - BRIGHT
A1Q	AL	REAR DOOR SILL PROTECTION	REAR SCUFF PLATES - BRIGHT
A1V	AA	BODY ARMOR	LESS BODY ARMOR
A2N	AA	INNER DOOR LOCK HANDLES	LESS INNER DOOR LOCK HANDLES
A3E	AA	SPLASH GUARD-FRONT	L/FRT SPLASH GUARDS/MUD FLAPS
A3Z	AB	MAP POCKETS - TOTAL VEHICLE	DRV & PASS SEAT MAP POCKETS
A5A	AA	STORAGE BINS	LESS STORAGE
A5I	AA	CENTRE CONSOLE TOP FINISHER	LESS CTR CONSOLE TOP FINISHER
A5L	AC	MISBUILT VEHICLE	BUILT SUCCESSFULLY
A5M	AB	STAR RATING PERF LEVEL	STAR RATING PERF LEVEL 1
A64	AB	MY KEY	MY KEY
A6Z	AA	CARGO AREA PROTECTOR	LESS CARGO AREA PROTECTOR
A7B	AC	TAILGATE APPLIQUES	TAILGATE APPLIQUE-BRIGHT
A7F	AL	LIFTGATE/DECKLID	POWER LIFTGATE W/HANDS FREE
A8H	AC	PARK LOCK CONTROL (BTSI MOR)	PARK LOCK CTRL TEMPORARY ENBL
AA5	DJ	LIGHT TRUCK WHEELBASES	112 6/2860 MM WHEELBASE
AA9	AA	SERVICE CONTRACTS	LESS SERVICE CONTRACT
AAA	AW	VERSION-MFC	LIMITED VERSION
AAC	AA	VERSION PACKAGES	LESS VERSION PACKAGES
AAG	AD	PLANT BUILD REQUIREMENTS	CHICAGO PLANT BUILD
AAQ	AA	TERRAIN PACKAGES	LESS TERRAIN PACKAGE
AAZ	FF	GVWS	6120 LB GVW
AB2	AA	APPEARANCE GROUP	LESS APPEARANCE GROUP
ABM	AA	MARKETING LEVELS	LESS ENG/MKT/SVO/RPD SPC/MS CT
ABR	AA	KNOCKDOWN OPERATIONS	LESS KNOCKDOWN OPERATIONS
AC	G	AIR CONDITIONER	DUAL ZONE AUTO TEMP CONTROL AC
AD2	AB	FEATURE CONTENT GROUP	FEATURE CONTENT GROUP 1
AD6	PA	PROTOTYPE PROGRAM CONTROL	2016 JOB #1 PROGRAM CONTROL
ADI	AB	TEMP ZONES	NORMAL TEMP ZONES
ADW	AS	GROUP MARKETS	GROUP MARKET #17
AE8	AA	TAILGATE BADGES	LESS TAILGATE BADGES
AEA	AE	LABELS-SPECIAL LANGUAGE	ENGLISH LANGUAGE LABEL

AED	AB	OWNER HAND BOOK PACK	OWNER HAND BOOK PACK
AFD	AA	MARKETING PACKAGES	LESS LOCAL PLANT PROCESS
AFR	AG	EQUIPMENT PACKAGES	EQUIPMENT PACKAGE 6
B2C	AF	WINDOWS-FRONT SIDE	PWR FRT W'DOWS ONE TOUCH UP/DN
B2D	AC	WINDOWS-REAR SIDE	POWER REAR SIDE WINDOW
B2G	AE	WINDOWS-TINT	PRIVACY GLASS
B2J	AB	E-MARKED GLASS	E-MARKED GLASS
B2M	AC	WINDOW'S-FRONT SIDE GLASS TYPE	WINDOW'S-FRT SD LAMINATED GLASS
B2U	AA	HEATED WINDSHIELD WIPER PARK	LESS HEATED WINDSH/WIPER PARK
B3S	AW	UNIQUE CONSOLE TOP PLATE	CONSOLE TOP PLATE-FINISH 2
B5V	AZ	CONSOLE-OVERHEAD	O/HD CONSOLE W/MOONROOF SWITCH
B5W	CB	CONSOLE-FLOOR	CENTRE CONSOLE-LEVEL 2
B5X	AA	REAR FLOOR CONSOLE	LESS REAR FLOOR CONSOLETTIE
BB7	AD	FOOT PEDALS	MEMORY ADJUSTABLE FOOT PEDALS
BBD	AG	INTERIOR CLADDING SURFACE	INTERIOR TRIM ACCENT PACK C
BBG	AG	FLOOR COVERING-PASS AREA-CAR	CARPET FLOOR COVERING-LEVEL 1
BBH	AB	FLOOR MATS-FRONT	FRONT THROW IN CARPET FLR MATS
BBI	AB	FLOOR MATS-REAR	REAR THROW IN CARPET FLR MATS
BCA	AE	SUNVISORS-DRIVER	SUNVISOR,SINGLE-DRV ILLUM
BCB	AE	SUNVISORS-PASS E	SUNVISOR,SINGLE-PASS ILLUM
BCM	AG	DOOR TRIM PANEL-DRIVER & PASS	DOOR TRIM PANEL-LEVEL 6
BDC	AA	CARGO AREA COVER	LESS CARGO AREA COVER
BDF	AB	CARGO COMPARTMENT NET	CARGO COMPARTMENT NET
BEJ	AL	INTR GRAB HANDLES	INTR GRAB HANDLES - FRONT/REAR
BLD	CF	GRILLE-FRONT	GRILLE - STANDARD
BLH	AB	ACTIVE GRILLESHTUTTER	ACTIVE GRILLESHTUTTER
BLY	BC	ROOF RACK	ROOF RACK - CHROME
BML	A2	MOLDINGS-EXTERIOR LOWER	LWR BDY/SD MLDG-CHROME
BMS	AA	DOOR EDGE GUARDS	LESS DOOR EDGE GUARDS
BMW	AA	AUX ROOF RACK CROSSBARS	LESS AUX ROOF RACK CROSSBARS
BSB	AF	MIRROR-INTERIOR REAR VIEW	ELECTROCHROMIC INSIDE MIRROR
B5H	BS	MIRROR-EXTERIOR DUAL	DU PWR FOLD HTD SIGNAL MIRR'S
B5L	AC	MIRROR FINISH-EXTERIOR	EXT MIRROR FINISH-BODY COLOR
BU6	AB	DRV SEAT BACK MTD MAP POCKET	DRV SEAT BACK MTD MAP POCKET
BU7	AB	PASS SEAT BACK MTD MAP POCKET	PASS SEAT BACK MTD MAP POCKET
BY1	AD	SEAT-TEMP CONTROLLED DRIVER	DRIVER - HEATED/COOLED SEAT
BY2	AD	SEAT-TEMP CONTROLLED PASSENGER	PASSENGER - HEATED/COOLED SEAT
BY3	AB	SEAT-HEATED REAR	REAR HEATED SEAT
BYB	CH	SECOND ROW SEATING	SEC ROW QUAD SEATING
BYC	A4	THIRD ROW SEATING	THIRD ROW SEAT-HIGH LEVEL
BYP	AM	SEAT ADJUSTER-DRIVER	POWER 10-WAY DRV SEAT ADJUST
BYQ	AM	SEAT ADJUSTER-PASSENGER	POWER 10-WAY PASS SEAT ADJUST
BYR	AB	SEAT CONTROL-PROGRAM DRIVER	PROGRAMMABLE DRIVER SEAT
BYX	AB	SEAT CONTROL-PROGRAM REAR	SEAT CONTROL PROGRAM-REAR
C1C	AA	TRAILER TOWING	LESS TRAILER TOWING PACKAGE
C1U	AA	TOWING HOOKS-FRONT	LESS FRONT TOWING HOOKS
C1V	AB	TOWING HOOKS-REAR	REAR TOWING HOOKS
C2M	AA	INTERCEPTOR SIREN/SPEAKER	LESS INTERCEPTOR SIREN/SPEAKER
C2N	AA	RR CONSOLE MOUNTING PLATE	LESS RR CONSOLE MOUNTING PLATE
C3A	AA	DECAL APPEARANCES 1	LESS DECAL OPTION 1
C3B	AA	DECAL APPEARANCES 2	LESS DECAL OPTION 2
C3C	AA	DECAL APPEARANCES 3	LESS DECAL OPTION 3
C4A	AA	SPECIAL SERVICE VEHICLES 1	LESS SPECIAL SRVC VEHICLES 1
C4B	AA	SPECIAL SERVICE VEHICLES 2	LESS SPECIAL SRVC VEHICLES 2
C4C	AA	SPECIAL SERVICE VEHICLES 3	LESS SPECIAL SRVC VEHICLES 3
C4D	AA	SPECIAL SERVICE VEHICLES 4	LESS SPECIAL SRVC VEHICLES 4
C4E	AA	SPECIAL SERVICE VEHICLES 5	LESS SPECIAL SRVC VEHICLES 5
C4F	AA	SPECIAL SERVICE VEHICLE	LESS SPECIAL SERVICE VEHICLE 6
C9L	AA	OIL COOLER-ENGINE	LESS ENGINE OIL COOLER
CA	WD	ALL VANS	4 DOOR WAGON
CAA	AD	DOOR HANDLE-EXTERIOR	EXTERIOR DOOR HANDLE-CHROME
CAE	AB	GEARSHIFT KNOB	LEATHER GEAR SHIFT KNOB
CAT	AA	FLEET KEY	LESS FLEET KEY
CAU	AA	KEYED ALIKE OPTIONS	LESS KEYED ALIKE OPTIONS
CB7	AE	FREQUENCY	FREQUENCY - 902 MHZ
CBA	AB	LOCKS-DOOR	POWER DOOR LOCKS
CBF	AE	DOOR ENTRY REMOTE CNTR UNIT	ILLUMINATED DOOR ENTRY KEYPAD
CBG	AK	KEYLESS ENTRY/START SYSTEM	KEYLESS ENTRY-KEY FOB/ID CARD
CBM	AD	FUEL FILLER DOOR LOCK	CAPLESS FUEL FILLER W/O LOCK
CFE	AH	WASHER/WIPER-WINDSHIELD	SPEED SENSITIVE W'SHLD WIPERS
CHA	AC	ROOF-OPENING PANELS	POWER SLIDE SUN ROOF
CJB	AA	TU-TONE ACCENT COLOR	LESS TU-TONE ACCENT COLOR
CLF	B5	BUMPER-FRONT	FRNT BUMPER-PAINTED BODY COLOR
CLM	B5	BUMPER-REAR	REAR BUMPER-PAINTED BODY COLOR
CLV	AD	LICENSE PLATE BRACKET-FRONT	FRT LICENSE PLATE HOLDER DELUX
CLX	AA	LICENSE PLATE BRACKET-REAR	LESS REAR LICENSE PLATE BRACKET
CMA	AA	REAR BUMPER LOAD PROTECTOR	LESS RR BUMPER LOAD PROTECTOR
CN7	AY	RESTRAINT DEVICE PACKAGES	BL/D-P FR/S/123 R/P KN BG
CPC	AA	SEAT BELTS-REAR	LESS REAR SEAT BELTS
D17	BU	WHEEL-SPARE	SPARE WHEEL-18" MINI
D19	AH	TIRE PRESSURE SENSORS	TIRE PRESSURE SENSORS-315 MHZ
D2F	CR	WHEEL SIZE/STYLE-20 INCH	20 X 8 5 ALUM WHL TYPE 2
D3I	EP	TIRES-19+ INCH CAR/LT TRK	255/50R-20 BSW A/SEASON
D3M	AM	TIRE SPARE	18" MINI SPARE TIRE
D5A	AA	WHEEL COVERS	LESS WHEEL COVERS
D5H	AA	LOCKING LUG NUT KIT-WHEEL	LESS LOCKING LUG NUT KIT-WHEEL
DEB	AA	HEATER-ENGINE	LESS IMMERSION HEATER
DEE	AB	REMOTE STARTER	REMOTE STARTER
DGA	AB	EMISSION REQUIREMENTS-MFC	49 STATE/NON GREEN STATE REQ

	A	HVY TRUCK	2 WHL L/H FRONT DRIVE
EGA	AZ	FINAL DRIVE RATIO-SINGLE SPEED	3.39 FINAL DRIVE RATIO
EN	KX	HP/RPM/TRQ	3.5L V6 CYCLONE TIVCT
F5B	AE	EXHAUST PIPE EXTENSION	DUAL CHROME EXHAUST EXTENSION
FBB	AC	BRAKE CALIPERS AND PADS	HVY DUTY FRT/RR CALP & PADS
FCC	AA	EMERGENCY BRAKE LIGHT	LESS EMERGENCY BRAKE LIGHT
FEF	AH	BRAKES-ANTI SPIN TRACTION	ROLL STABILITY CNTRL (RSC) BRK
FF1	AB	ASSEMBLY PLANT FUEL FILL	NORMAL FUEL FILL
FLL	AB	TRANSMISSION LINKAGE	FLOOR MOUNTED SHIFT LINKAGE
FLN	AD	MANUAL SHIFT AUTO TRANS	SLCT SHF TECH (SST) W/PADL SHF
FMJ	AA	TRANSMISSION POWER TAKEOFF	LESS TRANSMISSION PWR TAKEOFF
FS	B	SEAT	SEAT-INDIVIDUAL-L/B DRV/PASS
G1B	AB	AUX OVERHEAD HEATER & A/C	AUX OVERHEAD HEATER & A/C
GBV	AK	ENGINE FUEL CAPABILITY	FLEX FUEL ETHANOL
GPA	A1	STEERING AIDS	POWER STEERING - TAS-40
GRA	AR	STEERING COLUMNS	STRG COLUMN-PWR TILT/TELESC
GRB	AA	STEERING COLUMN LOCKS	LESS STEERING COLUMN LOCK
GTA	B4	STEERING WHEELS	STRNG WHL W/AUTO PADDLE SHIFT
GTB	AB	HEATED STEERING WHEELS	HEATED STEERING WHEELS
GTC	AA	ELECTRONIC SPEED LIMITATION	LESS ELECTR SPEED LIMITATION
GTD	AB	SPEED CONTROL	SPEED CONTROL
GTE	AH	REDUNDANT CNLTS ON STEERING WL	REDUNDANT CTL -STEER WHL-2
HCA	AV	INSTRUMENTATION-TYPE	HIGH SERIES CLUSTER
HDB	AA	HOURLY METER	LESS HOURLY METER
HDH	AB	SPEEDOMETERS	MPH/KPH SPEEDOMETER
HIA	AC	HORNS-ELECTRICAL	DUAL NOTE ELECTRIC HORN
HJE	AB	THERMOMETER-OUTSIDE TEMP	OUTSIDE TEMP THERMOMETER
HJF	AB	DISPLAYS-COMPASS	COMPASS DISPLAY
HKC	AB	NAVIGATION CENTER	NAVIGATION CENTER
HKK	AA	EMERGENCY CALL BUTTON	LESS EMERGENCY SYSTEM
HLE	AA	LANE DEPARTURE WARNING SYSTEM	LESS LANE DEPARTURE WARNG SYST
HLH	AB	PROXIMITY SENSOR	REVERSE PROXIMITY SENSOR*DSN A
HLL	AA	BLIND SPOT INFORMATION SYSTEM	LESS BLIND SPOT INFO SYSTEM
HMI	AE	HUMAN MACHINE INTERFACE	HUMAN MACHINE INTERFACE 4
HNA	AD	SECURITY SYSTEMS	PERIMETER ANTI-THEFT
HNL	AB	FRONT PARKING AID	FRONT PARKING AID
HNS	AA	AUTOMATED PARKING SYSTEM	LESS AUTOMATED PARKING SYSTEM
HTB	AV	BATTERIES-NAAO HVY TRK	BATTERY-1- 72 AMP (650CCA)
HUA	AM	ALTERNATORS	HEAVY DUTY PLUS ALTERNATOR
HUK	AB	POWER CONVERTOR	110V POWER CONVERTOR
IB9	AB	REGION - ELECTRONIC EQUIPMENT	REGION 1-ELECTRONIC EQUIPMENT
IBB	AB	RADIO RECEPTION EQUIPMENT	SATELLITE RADIO RECEPT-AUDIO
IBM	AT	RADIO FREQUENCY	GROUP 1 RADIO FREQUENCY
IBV	AA	REAR SEAT ENTERTAINMENT	LESS REAR SEAT ENTERTAINMENT
IBW	AG	AUDIO OPTION PACK	AUDIO OPTION PACK 3
IBY	AH	TYPE OF AUDIO BROADCAST	HD RADIO BROADCAST
ICD	AF	RADIO ANTENNA	FIXED RADIO ANTENNA-BLACK
ICE	GW	IN CAR ENTERTAINMENT	ICE PACK 6
ICQ	AA	ICE NOISE REDUCTION	LESS ICE NOISE REDUCTION
IDB	AQ	RADIO SPEAKERS	12 RADIO SPEAKERS W/SUBWOOFER
IDF	AA	SPEAKER WIRING-2 WAY RADIO	LESS SPKR WIRING -2 WAY RADIO
IEL	AA	RADIO NOISE SUPPRESSION	LESS RADIO NOISE SUPPRESSION
IET	AD	MICROPHONE	MICROPHONE
IEV	AG	MEDIA GATEWAY MODULE (MGM)	SYNC II
IGD	AC	GARAGE DOOR OPENER	UNIVERSAL GARAGE DOOR OPENER
J1A	AA	WIRING PREP	LESS WIRING PREP
J3C	AA	SMOKERS PACKAGE	LESS SMOKERS PACKAGE
J3F	AA	POWER POINT PLUG - REAR	LESS POWER POINT PLUG - REAR
J3K	AB	CAMERA	REAR VIEW CAMERA-FIXED
J3Q	AC	CAMERA-FRONT VIDEO	CAMERA-FRONT VIDEO W/SPLT VIEW
JB4	AA	AUXILIARY LIGHTS	LESS AUXILIARY LIGHTS
JBB	BK	HEADLAMPS-DESIGN	HEADLAMPS - LEVEL 7
JBC	AL	HEADLAMPS-RUNNING	USER CONF DTRL LIT IN AUTO
JBK	AK	FOG LAMPS-FRONT	FRONT FOG LAMPS-LED
JBM	AA	SPOT LIGHT	LESS SPOT LIGHT
JBS	AA	RIGHT HAND SPOT LIGHT	LESS R/H SPOT LIGHT
JBU	AA	OPTIONAL RUNNING LAMPS	LESS OPTIONAL RUNNING LAMPS
JCB	AD	INTERIOR LIGHT GROUP	AMBIENT LIGHTING-INTERIOR
JCF	AA	HEADER LIGHTS-INTERIOR MAP	LESS HEADER MOUNTED MAP LIGHT
JCH	AA	COURTESY LIGHT DELAY	LESS COURTESY LIGHT DELAY
JCJ	AE	REAR OVERHEAD READING LAMPS	2ND/3RD ROW READING LAMPS
JCL	AB	GLOVE BOX LIGHTS	GLOVE BOX LIGHTS
JCR	AA	AUX INTERIOR LIGHTS	LESS AUX INTERIOR LIGHTS
JDA	AB	TAIL LAMPS	TAIL LAMPS-LEVEL 1
JDC	AA	MARKER LAMPS-SIDE	LESS SIDE MARKER LAMPS
JDJ	AA	LAMPS-REAR FOG	LESS REAR FOG LAMPS
JEA	AA	HEADLAMP LEVELING	LESS HEADLAMP LEVELING
JED	AC	HEADLAMP CONTROL	AUTOMATIC HEADLAMP CONTROL OFF
JZD	AA	WIRING HARNESS	LESS WIRING HARNESS
JZN	AA	ACCESSORY CIRCUIT-AUX	LESS AUXILIARY ACCESSORY CIR
JZQ	AA	POWER DISTRIBUTION BOX-FRT	LESS PWR DISTRIBUTION BOX-FRT
MD	F	MARKET DERIVATIVE	FORD DIVISION DERIVATIVE
PN4	DQ	2010/11/12/13/14/15/16 EXT COL	MAGNETIC
SAT	AB	GENERIC COUNTRY GROUPINGS	GENERIC COUNTRY GROUP 1
SBR	AA	SPECIAL BUILD REQUIREMENTS	LESS SPECIAL BUILD REQUIREMENT
SE	EF	CARGO HEAVY TRUCK	FORD SERIES
TR	WJ	TRANS	6 SPD AUTO TRANS 6F
VL	UB	VEHICLE LINE	U502N EXPLORER
WAN	AB	NORTH AMERICA PRINCIPLE TERR	USA

	AB	EXC EXPORT(GVT/MILITARY) UNITS	EXC GVMT SERVICE ADMIN
XAN	AC	EXCEPT N AMERICA PRIN TERR	EXCEPT CANADA
XAP	AE	EXCEPT ASIAN-PACIFIC PRIN TERR	EXCEPT VANUATU
XAT	AB	EXCEPT US TERRITORIES	EXCEPT GUAM
XSA	AA	EXCEPT AFRICAN TERRITORIES	EXCEPT BAHRAIN
XSC	AB	EXCEPT CENTRAL AMERICA TERR S	EXCEPT BELIZE
XSE	FP	EXCEPT EUROPEAN SECONDARY TERR	EXCEPT FRENCH PROTECTORATES
XSI	AA	EXCEPT CARIBBEAN ISLAND TERR S	EXCEPT ANTIGUA
XSP	AD	EXCEPT ASIAN-PACIFIC SECDRY TR	EXCEPT CHINA
XSS	AB	EXCEPT S AMERICA SECDRY TERR	EXCEPT ARUBA
YAZ	AA	CARGO STORAGE	LESS CARGO STORAGE
YAD	AA	CARGO BOX	LESS CARGO BOX
YAM	AA	SPLASH GUARDS	LESS SPLASH GUARDS
YBC	UC	MARKETING BODY CODE	MRKTG BODY CODE-K7F
YBV	AA	VEHICLE COVER	LESS VEHICLE COVER
YCE	ZZ	MRKT COMB-LAMPS DRVR/PASS	NO POS SEL FROM THIS FAMILY
YCG	AA	MRKT COMB-REM KEYLESS ENTRY	LESS MRKT CB-REM K-LESS ENTRY
YDV	AA	CARGO ORGANIZER	LESS CARGO ORGANIZER
YE5	AA	WINDOW DEFLECTORS	LESS WINDOW DEFLECTORS
YEJ	AA	HOOD DEFLECTOR	LESS HOOD DEFLECTOR
YEL	ZZ	ROOF RAIL CROSSBARS	NO POS SEL FROM THIS FAMILY
YER	AA	HITCH/STEP-MARKETING	LESS HITCH/STEP-MRKTG
YFE	AA	TABLET CRADLE	LESS TABLET CRADLE
YFF	AA	SPLASH GUARD	LESS SPLASH GUARDS-DELER ACCES
YKG	AA	MK CB-FLR MATS-FRT/RR	LESS MK CB-FLR MATS-FRT/RR
YLK	AA	MARKETING IN-VEHICLE SAFE	LESS MARKTG IN-VEHICLE SAFE
YP4	AA	CARGO PACKAGE	LESS CARGO PACKAGE
YPB	AA	SAFETY PACKAGES	LESS SAFETY PACKAGE
YPD	AA	LUXURY & CONVENIENCE PACKAGE	LESS LUXURY&CONVENIENCE PKG
YPU	AA	COMFORT PACKAGE	LESS COMFORT PACKAGE
YQL	AA	DRIVER CONVENIENCE	LESS DRIVER CONVENIENCE PKG
YQY	AA	HEATED PACKAGE	LESS HEATED PACKAGE
YVA	AA	FRT PARKG ASSIST-BMPR MNTD	LESS FR PARKG ASSIST-BMPR MNTD
YVB	AA	RR PARKG ASSIST-BMPR MNTD	LESS RR PARKG ASSIST-BMPR MNTD
YZB	CA	TPO/ORDER CODES 0-300	TPO/ORDER CODE 300A
YZK	AA	FLEET	RETAIL/STOCK

TRACEABILITY INFORMATION:

(hide)

Trace Commodity	Trace Full Number
CLL - CATALYST LIGHTOFF LEFT	WEE255869
CLR - CATALYST LIGHTOFF RIGHT	WOE239269
DA - DRIVER AIRBAG	FB560715464ACZHE
DS - DRIVER SIDE AIRBAG	T110078E32262
EN - ENGINE	E1600 300316L115201475FS 344 BA
FT - FUEL TANK	U502EH0316163030020
IPL - INSTRUMENT PANEL LOOM	6X66994Y00132
MCC - SYNC CCPU DPS CHECKSUM	51A9BE17
MHP - SYNC HARDWARE PART NUMBER	EM5T-14F130-BA
MSN - SYNC ESN	XV3FCCPC
MVC - SYNC VMCU CHECKSUM	EA31F9DC
MVP - SYNC VMCU PART NUMBER	EM5T-14D205-AD
PKA - PASSENGER KNEE AIRBAG	T11T077E10465
PS - PASSENGER SIDE AIRBAG	T21N079E12119
PTL - PRETENSIONER LEFT	16069 E771D 021160 FB53 78610 E45AA
PTR - PRETENSIONER RIGHT	16069 E771D 036397 FB53 78610 E44AA
S1L - SEATBELT ROW 1 LEFT	16074 E771D 008083 DB53 78612D35 AH3JA6
S1R - SEATBELT ROW 1 RIGHT	16075 E771D 035461 DB53 78612D34 AF3JA6
S2L - SEATBELT ROW 2 LEFT	16060 E771D 017082 DB53 78611B69 AB3JA6
S3L - SEATBELT ROW 3 LEFT	16076 E771D 030735 FB53 78611B51 AA3JA6
S3R - SEATBELT ROW 3 RIGHT	16074 E771D 019647 FB53 78611B50 AA3JA6
SR - SATELLITE RADIO	071849186020
TR - TRANSMISSION	A4931 2103166081186384DA8P 7000 CB 84

TIRE DOT INFORMATION:

LF: * RF: *
 LR: * RR: *
 LI: * RI: *
 SPARE: * DOT Plant Manufacturer: **

ESP INFORMATION:

ESP Code:
 ESP Coverage(Miles):
 ESP Coverage(Time):
 ESP Plan Year:
 ESP Signature Date:

EMISSIONS INFORMATION:

* Emission Code:
 * Emission Cert Type:
 * Emission Decal Suffix:
 * Engine Family:

DGAAB - 49 STATE/NON GREEN STATE REQ.
 F
 AML
 GFMXT0373DM - 2016 3.5 & 3.7L EXPLORER

Any comments? You can contact



Server: AWS Prod
 Claims loaded through: 19-SEP-2019

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 20-SEP-19
 Note: All Costs are in US Dollars

VIN	AWS L	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT	FUNCTION	VFG	CCC	CD
1FMSK7F84GG		2	T/UB	F	T/WD	T/EF	T/A	AD	T/WJ	T/KX	01-2016	21-APR-2016	USA	14	6B07	BB5Z	61280B62	B	*	F5	V11	R30	42
AWS Claim Key:		Doc #: 747940A	FCC Auth: 1	Trx Code: E84	Labor Hrs: 63	Labor Cost: 705.6	Material Cost:		Total Cost: 534.56														1240.16
Dir Cd-Sub Cd:	02441	* Name: AUTONATION FORD FRISCO	Ph: 972-3355000	St: TX	Ctry Cd: USA	Reg Cd:		NA Repr Date: 05-JUN-2017	RL Cmpl Date: 08-JUN-2017														DIST (Mile): 13855
Cust Comments:	CUSTOMER STATES: AC HAS BAD SMELL WHEN RUNNING FOR EXTENDED TIME																						
Tech Comments:	MT170044 6 3 VERIFIED CUSTOMER CONCERN VEHICLE HAS BAD SMELL INSIDE CAB WHILE RUNNING AFTER A WHILE SMELL OF EXHAUST INSIDE THE CAB MAINLY NOTICEABLE WHEN AC IS ON RECIRCULATION MODE FOUND RELATED TSB 17-0044 PERFORMED PROCEDURE 1 FOR THE NON POLICE/ AFTER MARKET UPFITTER. REPROGRAMMED HVAC MODULE INSTALLED NEW LIFT GATE DRAIN PLUGS INSPECTED TAIL LAMP RETAINERS FOR PROPER FITTING AND GROMMETS SEALED THE WHEEL ARCHES EDGES WITH SEAM SEALER DUE TO GAPS REMOVED THE REAR BUMPER FACIA ASSEMBLY SEALED THE UNDER BODY OF THE SPARE TIRE PAN AND INSPECTED THE UNDER BODY PLUGS AND RESEALED SEALED ALL THE SEAMS OF THE UNDER BODY USING SEAM SEALER SEALED ALL GROMMETS AND SEAMS BY THE EVAPORATOR INLET LINES REMOVED THE LIFT GATE INTERIOR TRIM PANEL AND SEALED ALL THE APPLIQUE ATTACHMENTS ON THE LEFT AND RIGHT SEALED REAR LICENCE PLATE ATTACHMENTS, AND THE FORD NAME PLATE REMOVED REAR SPOILER AND INSPECTED FOUND THE HARNESS AND WIPER HOSE INSTALLED IMPROPERLY PROCEEDED TO RESEAL THE SPOILER ASSEMBLY USING THE SPOILER REPAIR KIT REPLACED THE AIR EXTRACTORS ON BOTH SIDES REINSTALLED BUMPER FACIA, SPOILER, AND INTERIOR LIFT GATE TRIM PANEL REPLACED THE REAR QUARTER PANEL MOULDINGS TEST DROVE VEHICLE AND VERIFIED ODOR NO LONGER PRESENT																						
1FMSK7F84GG			T/UB	F	T/WD	T/EF	T/A	AD	T/WJ	T/KX	01-2016	21-APR-2016	USA	17	4C01	FB5Z	5230	B	F04	F4	V53	E41	42
AWS Claim Key:		Doc #: 754416A	FCC Auth: 1	Trx Code: S07	Labor Hrs: 7	Labor Cost: 78.4	Material Cost:		Total Cost: 659.39														737.79
Dir Cd-Sub Cd:	41	* Name: AUTONATION FORD FRISCO	Ph: 972-3355000	St: TX	Ctry Cd: USA	Reg Cd:		NA Repr Date: 21-AUG-2017	RL Cmpl Date: 13-OCT-2017														DIST (Mile): 15949
Cust Comment:	CUSTOMER STATES: CK STILL HAS EXHAUST SMELL COMING IN VEH AT HIGHWAY SPEEDS AND UNDER HEAVY ACCEL																						
Tech Comment:	FOUND RELATED TO TSB 17-0044 INSTALLED IDS AND PERFORMED GUIDED DIAGNOSTICS TO RECEIVE RVC CODE RPT990WCNRP3E AND REPL EXHAUST SYSTEM AS OUTLINED OP 170044A																						
1FMSK7F84GG			T/UB	F	T/WD	T/EF	T/A	AD	T/WJ	T/KX	01-2016	21-APR-2016	USA	19	6Y20	*	VEHPAY	*	F09	F9	V99	A99	82
AWS Claim Key:		Doc #: 759639A	FCC Auth: B	Trx Code: P11	Labor Hrs: 0	Labor Cost: 0	Material Cost:		Total Cost: 0														525
Dir Cd-Sub Cd:	41	* Name: AUTONATION FORD FRISCO	Ph: 972-3355000	St: TX	Ctry Cd: USA	Reg Cd:		NA Repr Date: 26-OCT-2017	RL Cmpl Date: 26-OCT-2017														DIST (Mile): 17000
Cust Comment:	REIMBURSEMENT ONE LEASE PAYMENT																						
Tech Comment:	(NDA) APPROVAL CODE MSPA136544 AMOUNT \$525																						
1FMSK7F84GG			T/UB	F	T/WD	T/EF	T/A	AD	T/WJ	T/KX	01-2016	21-APR-2016	USA	19	6N06	HB5Z	78442K03	A	F08	F8	V75	B66	42
AWS Claim Key:		Doc #: 760214A	FCC Auth: 1	Trx Code: E84	Labor Hrs: 4	Labor Cost: 448	Material Cost:		Total Cost: 124.84														572.84
Dir Cd-Sub Cd:	02441	* Name: AUTONATION FORD FRISCO	Ph: 972-3355000	St: TX	Ctry Cd: USA	Reg Cd:		NA Repr Date: 02-NOV-2017	RL Cmpl Date: 22-NOV-2017														DIST (Mile): 16900
Cust Comments:	CUSTOMER STATES BAD SMELL COMING FROM VEH ON ACCEL																						
Tech Comments:	MIFSE 3 3 CONTACT HOTLINE FOR ASSISTANCE WITH REPAIR CONTACT ID# [REDACTED] FSE CONTACTED AND ASSISTED WITH REPAIR ATTEMPT TO UPDATE HVAC MODULE HARD FAULT CODE U3000:49 NECESSARY TO REPLACE HVAC MODULE PROGRAM WITH LATEST CALIBRATION FABRICATE CARDBOARD WINDOW FOR REAR DOOR ATTACH SHOP VACUUM HOSE TO WINDOW AND PULL VACUUM ON INTERIOR WITH SMOKE MACHINE ON REAR HATCH AREA AND LOOKED FOR ANY LEAKS FOUND SPOILER LEAKING ACCESS SPOILER AND RESEAL REASSEMBLE AND RETEST FOR ANY LEAKS NONE FOUND FSE CAME OUT FOR FINAL ROAD TEST NO ODORS PRESENT AFTER REPAIRS																						

Any comments? You can contact



Server: AWS Prod
 Claims loaded through: 19-SEP-2019

Claim Detail Report

Note: All costs are in US dollars

Model Year = 2016; Claim Key [REDACTED]

Vehicle Information

Model Year: 2016
 Market Derived: F - FORD
 Body/Cab Type: T/WD - 4 DOOR WAGON
 Version/Series: T/EF-FORD SERIES
 Drive Type: T/A-2 WHL L/H FRONT DRIVE
 Vehicle Line: T/UB-U502N EXPLORER [11-19]
 WERS Engine Code: T/KX-3.5L V6 CYCLONE TIVCT
 WERS Transmission Code: T/WJ-6 SPD AUTO TRANS 6F
 Warranty Start Date: 21-APR-2016
 Production Date: 01-APR-2016
 VIN: 1FM5K7F84GG [REDACTED]

Claim Information

Document Number: [REDACTED]
 Repair Date: 05-JUN-2017
 Distance: 13855
 TIS: 14
 FCC Auth: 1
 AWS Load Date: 09-JUN-2017
 Transaction Code: E84

Dealer Information

Dealer Name: AUTONATION FORD FRISCO
 Dealer Code: 02441 - *
 Address: 6850 HIGHWAY 121
 City: FRISCO
 State: TX Zip Code: 75036
 Country: USA Region Code: NA
 Phone: (972)335-5000

Expense Information

Customer Paid Amount:	.00
Deductible Amount:	.00
Dealer Paid Amount:	.00
Labor Cost:	705.60
Misc. Expense Amount:	.00
Part Markup Amount:	152.73
Material Cost:	534.56
Total Cost Gross:	1240.16

Cust. Concern Code: R30 - OTHER WIND NOISE TROUBLES (TURBULENCE)

Condition Code: 42 - DOES NOT OPERATE PROPERLY

Technician Comment: MT170044 6.3 VERIFIED CUSTOMER CONCERN. VEHICLE HAS BAD SMELL INSIDE CAB WHILE RUNNING AFTER A WHILE. SMELL OF EXHAUST INSIDE THE CAB MAINLY NOTICEABLE WHEN AC IS ON RECIRCULATION MODE. FOUND RELATED TSB 17-0044. PERFORMED PROCEDURE 1 FOR THE NON POLICE/ AFTER MARKET UPFITTER. REPROGRAMMED HVAC MODULE. INSTALLED NEW LIFT GATE DRAIN PLUGS. INSPECTED TAIL LAMP RETAINERS FOR PROPER FITTING AND GROMMETS. SEALED THE WHEEL ARCHES EDGES WITH SEAM SEALER DUE TO GAPS. REMOVED THE REAR BUMPER FACIA ASSEMBLY. SEALED THE UNDER BODY OF THE SPARE TIRE PAN AND INSPECTED THE UNDER BODY PLUGS AND RESEALED. SEALED ALL THE SEAMS OF THE UNDER BODY USING SEAM SEALER. SEALED ALL GROMMETS AND SEAMS BY THE EVAPORATOR INLET LINES. REMOVED THE LIFT GATE INTERIOR TRIM PANEL AND SEALED ALL THE APPLIQUE ATTACHMENTS ON THE LEFT AND RIGHT. SEALED REAR LICENCE PLATE ATTACHMENTS, AND THE FORD NAME PLATE. REMOVED REAR SPOILER AND INSPECTED FOUND THE HARNESS AND WIPER HOSE INSTALLED IMPROPERLY. PROCEEDED TO RESEAL THE SPOILER ASSEMBLY USING THE SPOILER REPAIR KIT. REPLACED THE AIR EXTRACTORS ON BOTH SIDES. REINSTALLED BUMPER FACIA, SPOILER, AND INTERIOR LIFT GATE TRIM PANEL. REPLACED THE REAR QUARTER PANEL MOULDINGS. TEST DROVE VEHICLE AND VERIFIED ODOR NO LONGER PRESENT.

Customer Comment: CUSTOMER STATES: AC HAS BAD SMELL WHEN RUNNING FOR EXTENDED TIME

<u>Labor Op Code</u>	<u>Labor Op Description</u>	<u>Labor Op Cost</u>
MT170044		705.60

Causal	Reported Part Number			Engineering Part Number			Part	Part Replaced	Extended				
<u>Flag</u>	<u>PREF</u>	<u>BASE</u>	<u>SUFF</u>	<u>Description</u>	<u>PREF</u>	<u>BASE</u>	<u>SUFF</u>	<u>Description</u>	<u>CPSC</u>	<u>Quantity</u>	<u>Type Code</u>	<u>Indicator</u>	<u>Amount</u>

Y	BB5Z	61280B62	B	GRL ASY QTR VEN AIR	BB5Z	61280B62	B	GRL ASY QTR VEN AIR	120103	2	FS	Y	58.72
N	FB5Z	7829164	AA	MLDG QTR WHL OPN R	FB5Z	7829164	AA	MLDG QTR WHL OPN R	010805	1	FS	Y	73.60
N	FB5Z	7829165	AA	MLDG QTR WHL OPN L	FB5Z	7829165	AA	MLDG QTR WHL OPN L	010805	1	FS	Y	73.40
N	*	W706092	S300		*	W706092	S300		*	4	FS	Y	3.86
N	TA	2	B	MOTORCRAFT BATTERY	TA	2	B	MOTORCRAFT BATTERY	070107	1	MU	Y	33.17
N	FB5Z	78442K03	B	KIT CVR SPLR RR	FB5Z	78442K03	B	KIT CVR SPLR RR	010814	1	FS	Y	275.98
N	4M8Z	54280B62	A	GRILL-QTR VENT AIR	4M8Z	54280B62	A	GRILL-QTR VENT AIR	120103	3	FS	Y	15.83

DTC Sections: Mil. Light On = *

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Any comments? You can contact



Server: **AWS Prod**
 Claims loaded through: **19-SEP-2019**

Claim Detail Report

Note: All costs are in US dollars

Model Year = 2016; Claim Key [REDACTED]

Vehicle Information

Model Year: **2016**
 Market Derived: **F - FORD**
 Body/Cab Type: **T/WD - 4 DOOR WAGON**
 Version/Series: **T/EF-FORD SERIES**
 Drive Type: **T/A-2 WHL L/H FRONT DRIVE**
 Vehicle Line: **T/UB-U502N EXPLORER [11-19]**
 WERS Engine Code: **T/KX-3.5L V6 CYCLONE TIVCT**
 WERS Transmission Code: **T/WJ-6 SPD AUTO TRANS 6F**
 Warranty Start Date: **21-APR-2016**
 Production Date: **01-APR-2016**
 VIN: [1FM5K7F84G](#) [REDACTED]

Claim Information

Document Number [REDACTED]
 Repair Date: **21-AUG-2017**
 Distance: **15949**
 TIS: **17**
 FCC Auth: **1**
 AWS Load Date: **16-OCT-2017**
 Transaction Code: **S07**

Dealer Information

Dealer Name: **AUTONATION FORD FRISCO**
 Dealer Code: **02441 - ***
 Address: **6850 HIGHWAY 121**
 City: **FRISCO**
 State: **TX** Zip Code: **75036**
 Country: **USA** Region Code: **NA**
 Phone: **(972)335-5000**

Expense Information

Customer Paid Amount:	.00
Deductible Amount:	.00
Dealer Paid Amount:	.00
Labor Cost:	78.40
Misc. Expense Amount:	.00
Part Markup Amount:	188.40
Material Cost:	659.39
Total Cost Gross:	737.79

Cust. Concern Code: **E41 - UNUSUAL EXHAUST SYSTEM ODOR**

Condition Code: **42 - DOES NOT OPERATE PROPERLY**

Technician Comment: **FOUND RELATED TO TSB 17-0044 INSTALLED IDS AND PERFORMED GUIDED DIAGNOSTICS TO RECEIVE RVC CODE RPT990WCNRP3E REM/REPL EXHAUST SYSTEM AS OUTLINED OP 170044A**

Customer Comment: **CUSTOMER STATES: CK STILL HAS EXHAUST SMELL COMING IN VEH AT HIGHWAY SPEEDS AND UNDER HEAVY ACCEL**

Labor Op Code Labor Op Description Labor Op Cost

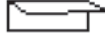
170044A		78.40
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Causal	Reported Part Number	Engineering Part Number	Part	Part Replaced	Extended
<u>Flag</u>	<u>PREF</u> <u>BASE</u> <u>SUFF</u> <u>Description</u>	<u>PREF</u> <u>BASE</u> <u>SUFF</u> <u>Description</u>	<u>CPSC</u> <u>Quantity</u>	<u>Type</u> <u>Code</u>	<u>Indicator</u> <u>Amount</u>
Y	FB5Z 5230 B MUFFLER ASY	FB5Z 5230 B MUFFLER ASY	090101 1	FS	Y 659.39

DTC Sections: Mil. Light On = *

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Any comments? You can contact

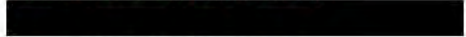


webmaster

Server: **AWS Prod**
 Claims loaded through: **19-SEP-2019**

Claim Detail Report

Note: All costs are in US dollars



Vehicle Information

Model Year: **2016**
 Market Derived: **F - FORD**
 Body/Cab Type: **T/WD - 4 DOOR WAGON**
 Version/Series: **T/EF-FORD SERIES**
 Drive Type: **T/A-2 WHL L/H FRONT DRIVE**
 Vehicle Line: **T/UB-U502N EXPLORER [11-19]**
 WERS Engine Code: **T/KX-3.5L V6 CYCLONE TIVCT**
 WERS Transmission Code: **T/WJ-6 SPD AUTO TRANS 6F**
 Warranty Start Date: **21-APR-2016**
 Production Date: **01-APR-2016**
 VIN: **1FM5K7F84GC**

Claim Information

Repair Date: **02-NOV-2017**
 Distance: **16900**
 TIS: **19**
 FCC Auth: **1**
 AWS Load Date: **24-NOV-2017**
 Transaction Code: **E84**

Dealer Information

Dealer Name: **AUTONATION FORD FRISCO**
 Dealer Code: **02441 - ***
 Address: **6850 HIGHWAY 121**
 City: **FRISCO**
 State: **TX** Zip Code: **75036**
 Country: **USA** Region Code: **NA**
 Phone: **(972)335-5000**

Expense Information

Customer Paid Amount: **.00**
 Deductible Amount: **.00**
 Dealer Paid Amount: **.00**
 Labor Cost: **448.00**
 Misc. Expense Amount: **.00**
 Part Markup Amount: **35.67**
 Material Cost: **124.84**
 Total Cost Gross: **572.84**

Cust. Concern Code: **B66 - OTHER EXTERIOR TRIM TROUBLES**

Condition Code: **42 - DOES NOT OPERATE PROPERLY**

Technician Comment: **MTFSE 3.3 CONTACT HOTLINE FOR ASSISTANCE WITH REPAIR. CONTACT ID # 112949034. FSE CONTACTED AND ASSISTED WITH REPAIR. ATTEMPT TO UPDATE HVAC MODULE. HARD FAULT CODE U3000:49. NECESSARY TO REPLACE HVAC MODULE. PROGRAM WITH LATEST CALIBRATION. FABRICATE CARDBOARD WINDOW FOR REAR DOOR. ATTACH SHOP VACUUM HOSE TO WINDOW AND PULL VACUUM ON INTERIOR WITH SMOKE MACHINE ON REAR HATCH AREA AND LOOKED FOR ANY LEAKS. FOUND SPOILER LEAKING. ACCESS SPOILER AND RESEAL. REASSEMBLE AND RETEST FOR ANY LEAKS. NONE FOUND. FSE CAME OUT FOR FINAL ROAD TEST. NO ODORS PRESENT AFTER REPAIRS.**

Customer Comment: **CUSTOMER STATES BAD SMOEL COMING FROM VEH ON ACCEL**

<u>Labor Op Code</u>	<u>Labor Op Description</u>	<u>Labor Op Cost</u>
19700D	AUTOMATIC TEMPERATURE CONTROL (ATC) DIAGNOSIS	44.80
19700D19	REMOTE CONTROL COMPUTER REPLACE	33.60
MTFSE		369.60

<u>Causal</u>	<u>Reported Part Number</u>			<u>Engineering Part Number</u>			<u>Part</u>	<u>Part Replaced</u>	<u>Extended</u>				
<u>Flag</u>	<u>PREF</u>	<u>BASE</u>	<u>SUFF</u>	<u>Description</u>	<u>PREF</u>	<u>BASE</u>	<u>SUFF</u>	<u>Description</u>	<u>CPSC</u>	<u>Quantity</u>	<u>Type Code</u>	<u>Indicator</u>	<u>Amount</u>
N	GB5Z	19980	U		GB5Z	19980	U		120402	1	FS	Y	75.42

N	4M8Z	54280B62	A	CONTROL A/C GRILL- QTR VENT AIR	4M8Z	54280B62	A	CONTROL A/C GRILL- QTR VENT AIR	120103	2	FS	Y	10.56
N	TA	19	C		TA	19	C	*		1	MU	Y	4.09
Y	HB5Z	78442K03	A	KIT CVR SPLR RR	HB5Z	78442K03	A	KIT CVR SPLR RR	010814	1	FS	Y	12.19
N	PM	13	A		PM	13	A	*		1	MU	Y	22.58

DTC Sections: Mil. Light On = N

<u>Flag</u>	<u>Test Type</u>	<u>Malfunction Cd</u>	<u>Malfunction Cd Description</u>	<u>Monitor Cd</u>	<u>Monitor Cd Description</u>
Y	UN	U3000	CONTROL MODULE	48	HYBRID

Any comments? You can contact



[webmaster](#)



**Service of Process
Transmittal**

12/20/2017

CT Log Number [REDACTED]

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

RE: Process Served in New Jersey

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], Pltf. vs. Ford Motor Company, Dft.

DOCUMENT(S) SERVED: Summons, Complaint, Jury Demand, Designation, Exhibit(s)

COURT/AGENCY: Camden County Superior Court - Law Division, NJ
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2017 Ford Explorer, VIN: 1FM5K8B88HC [REDACTED]

ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, West Trenton, NJ

DATE AND HOUR OF SERVICE: By Process Server on 12/20/2017 at 12:00

JURISDICTION SERVED : New Jersey

APPEARANCE OR ANSWER DUE: Within 35 days after service, not counting the day you receipt

ATTORNEY(S) / SENDER(S): Jacqueline C. Herritt, Esquire
Kimmel & Silverman, P.C.
Executive Quarters
1930 E. Marlton Pike
Suite Q29
Cherry Hill, NJ 08003
856-429-8334

ACTION ITEMS: CT has retained the current log, Retain Date: 12/21/2017, Expected Purge Date: 12/26/2017

Image SOP

Email Notification, Chris Dzbanski cdzbansk@ford.com

Email Notification, Mary Ann MacKinnon mmackin1@ford.com

SIGNED: The Corporation Trust Company

ADDRESS: 820 Bear Tavern Road
3rd Floor
West Trenton, NJ 08628

TELEPHONE: 609-538-1818

SUMMONS

Attorney(s) JACQUELINE C. HERRITT, ESQUIRE

Office Address Executive Quarters

1930 E. Marlton Pike, Suite Q29

Town, State, Zip Code Cherry Hill, NJ 08003

Telephone Number 856-429-8334

Attorney(s) for Plaintiff

[REDACTED]

Plaintiff(s)

Vs.

Ford Motor Company

Defendant(s)

**Superior Court of
New Jersey**

CAMDEN COUNTY COUNTY

LAW DIVISION

Docket No: [REDACTED]

**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

Michelle M. Smith
Clerk of the Superior Court

DATED: December 7, 2017

Name of Defendant to Be Served: Ford Motor Company

Address of Defendant to Be Served: 820 Bear Tavern Road, West Trenton, NJ 08628

Jacqueline C. Herritt, Esquire
Identification No. 009131997
Jason L. Greshes, Esquire
Identification No. 037512001
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

ATTORNEYS FOR PLAINTIFF

Waterford Works

v.

FORD MOTOR COMPANY
C/O The Corporation Trust Company
820 Bear Tavern Road, Suite 350
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY
CAMDEN COUNTY

CIVIL ACTION

NO.

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the State of New Jersey [REDACTED] Waterford Works, N [REDACTED]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, 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 The Corporation Trust Company, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

3. The Plaintiff brings this Complaint seeking repurchase or replacement of the involved motor vehicle, at Plaintiff's option, pursuant to the New Jersey Lemon Law and as such, the Lemon Law is Plaintiff's fundamental cause of action. The Plaintiff's claims under the Magnuson Moss Warranty Act are secondary to the Plaintiff's Lemon Law claims and are sought by the Plaintiff as an alternative plea for relief should the trier of fact and law determine that the vehicle's repair history does not warrant the relief provided by the Lemon Law.

BACKGROUND

4. On or about December 20, 2016, Plaintiff purchased a new 2017 Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FM5K8B88HC

5. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

6. 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 \$41,398.96. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

7. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff 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.

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

9. 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.

10. 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 Plaintiff.

11. The first documented warranty repair attempt is believed to have occurred on or before February 21, 2017, when the vehicle odometer showed 5,512 miles. On that date, repair attempts were made to the abnormal odor upon acceleration; exhaust system; engine; radio and

transmission. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

12. The second documented warranty repair attempt is believed to have occurred on or before March 28, 2017, when the vehicle odometer showed 8,650 miles. On that date, repair attempts were made to the inoperable power steering; abnormal odor upon acceleration and engine. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

13. The third documented warranty repair attempt is believed to have occurred on or before May 5, 2017, when the vehicle odometer showed 12,074 miles. On that date, repair attempts were made to the abnormal burning odor upon acceleration; suspension and heating system. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

14. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety. True and correct copies of the additional warranty invoices are attached hereto, made a part hereof and marked Exhibit "E".

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

15. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

16. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

17. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

18. Echelon Ford, NJ, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

19. On or about December 20, 2016, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

20. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

21. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

22. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

23. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 24,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
 - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
 - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

24. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

25. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

26. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

27. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

28. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

29. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

30. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

32. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

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

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

35. 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.

36. 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.

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

38. 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.

39. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

40. 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 Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), the Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

41. As a direct and proximate result of Defendant's failure to comply with the express written and/or implied warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1) and NJ Stat. Ann 12A, including but not limited to 12A:2-713, 12A:2-714 and 12A:2-715 and/or 12A:2A-518, 12A:2A-519 and 12A:2A-520, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief and hereby does so through this Complaint.

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

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

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

45. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

46. 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.

47. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands 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.

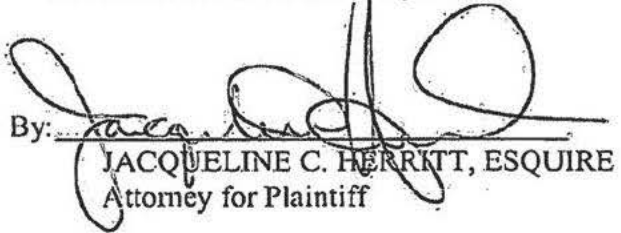
KIMMEL & SILVERMAN, P.C.

By: _____
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

JURY-DEMAND

Plaintiff hereby demands a trial by jury as to all the issues

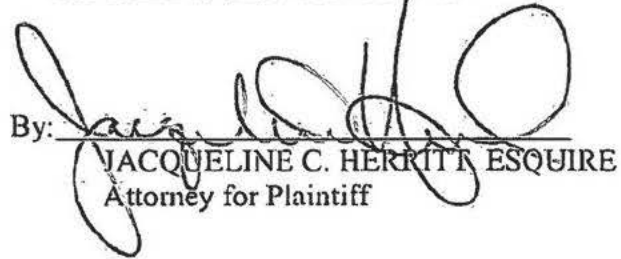
KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

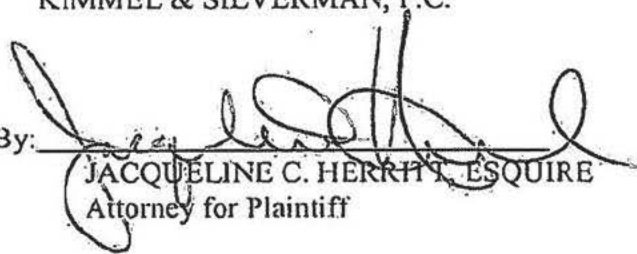
By: 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Jason L. Greshes, Attorney ID
Number [REDACTED] is designated as trial counsel for plaintiff, [REDACTED] in this case.

KIMMEL & SILVERMAN, P.C.

By:


JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

Buyer Name and Address (Including County and Zip Code) WATERFORD WORKS NJ	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) ECHOLON FORD, INC. 4 S. WHITE HORSE PIKE STRATFORD N.J. 08884
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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 NEW	Year 2017	Make and Model FORD TAU EXPLORER	Vehicle Identification Number 1FMDK3G1...	Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural
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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
3.75 %	\$ 4015.14	\$ 33383.82	\$ 37338.96	\$ 41398.96

Your Payment Schedule Will Be:		
Number of Payments 72	Amount of Payments 519.83	When Payments Are Due Monthly beginning 02/03/2017
N/A	N/A	N/A
Or As Follows: N/A		

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. If the vehicle is primarily for personal, family, or household use and the cash price is \$ 10,000 or less, the charge for each late payment will be \$ 10.

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

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

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

ITEMIZATION OF AMOUNT FINANCED	
1 Cash Price (including \$ <u>2350.36</u> sales tax)	\$ <u>35925.30</u>
2 Total Downpayment =	
Trade-In <u>N/A</u> (Year) (Make) (Model)	
Gross Trade-In Allowance	\$ <u>N/A</u>
Less Pay Off Made By Seller	\$ <u>N/A</u>
Equals Net Trade In	\$ <u>N/A</u>
+ Cash	\$ <u>1000.00</u>
+ Other <u>MFG REBATES</u>	\$ <u>3000.00</u>
(If total downpayment is negative, enter "0" and see 4J below)	\$ <u>4000.00</u>
3 Unpaid Balance of Cash Price (1 minus 2)	\$ <u>21925.30</u>
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies:	
Life \$ <u>N/A</u>	\$ <u>N/A</u>
Disability \$ <u>N/A</u>	\$ <u>N/A</u>
B Other Optional Insurance Paid to Insurance Company or Companies	\$ <u>N/A</u>
C Official Fees Paid to Government Agencies	
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
D Optional Gap Contract	\$ <u>750.00</u>
E Supplemental Title Fee	

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.

THIS DOES NOT INCLUDE GUARANTEE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

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 or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

-Other Optional Insurance

N/A Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

N/A Type of Insurance Term

REG		
I Government Certificate of Title Fees	\$	311.00
J Other Charges (Seller must identify who is paid and describe purpose)	\$	90.00
to N/A for Prior Credit or Lease Balance	\$	N/A
to ECHELON FORD, INC for DOC FEE	\$	299.00
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$	1457.94
5 Amount Financed (3 + 4)	\$	33383.88

N/A
Home Office Address

N/A
Other optional insurer decision to buy or not a factor in the credit unless you sign and agree

I want the insurance-

X N/A
Buyer Signature

X N/A
Co-Buyer Signature

Returned Check Ch. of \$ 20 dishonored and the l

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

If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use. If a payment is not received in full within N/A days after it is due, you will pay a late charge of \$ N/A or N/A % of the part of the payment that is late, whichever is less. If this box is not checked, the late charge in the "Federal Truth-In-Lending Disclosures" still applies.

Agreement to Arbitrate pursuant to the Arbitration Provision for this contract, you or we neutral, binding arbitration Arbitration Provision for the agreement to arbitrate

Buyer Signs X

Co-Buyer Signs X

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 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.

Term 72 Mos. GAP COVERAGE Name of Gap Contract

I want to buy a [redacted]

Buyer Signs X [redacted]

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

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

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to 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 may extend the time for making some payments without extending the time for making others. See back for other important agreements.

NOTICE TO RETAIL BUYER
Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights. You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you to take it and review it. You acknowledge that you have read both sides of this contract, including the art the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed below. Buyer Signs [redacted] Date 12/20/18 Co-Buyer Signs X 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 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 [redacted] Date 12/20/18 X

Seller assigns its interest in this contract to CITIZENS BANK NA (Assignee) under the terms of Seller's Assigned with recourse Assigned without recourse Assign

Seller ECHELON FORD, INC. By Title

NET PAY-OFF ON TRADE-IN		N/A
SUB TOTAL	3663.82	
EXTENDED WARRANTY		N/A
GUARANTEED AUTO PROTECTION	750.00	
KEBAFE	3000.00	
ADDITIONAL TAX		N/A
Deposit (minimum Required 10%)		N/A
BALANCE IN CASH OR CERTIFIED CHECK DUE ON DELIVERY	1000.00	
BALANCE DUE	33383.82	

Net Trade-in Allowance _____

Balance Owed to: _____

Address: _____

Account No.: _____

Info. From _____ Good Thru _____

Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.

_____ Customer's Signature _____ Date _____

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org) or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which other legal actions have been made, the remainder of this Arbitration Provision shall be unenforceable.

Accepted By: 12/20/16 [Signature] 12/20/16

Date: _____ Dealer or His Authorized Representative _____ Date: _____

Customer agrees that this Order on the face and on the reverse side and any attachments to it includes all the terms and conditions, if a sale. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or authorized agent, comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer by execution of this Order acknowledges that they have read the terms and conditions and have received a true copy of the order. YOU HAVE A RIGHT TO A WRITTEN ESTIMATED PRICE FOR EACH SPECIFIC PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE DEALER IS REIMBURSED BY THE MANUFACTURER. YOU HAVE A RIGHT TO A WRITTEN ESTIMATED PRICE FOR EACH SPECIFIC PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED.



4 South White Horse Pike

STRATFORD, NJ 08084

Phones: (856) 627-8400 / 429-5888

WEBSITE: www.echelonford.com

Motor Vehicle Retail Order

- New Used
- Demo

CUSTOMER: [REDACTED] DATE: 12/20/20 STOCK NO. 79216
 ADDRESS: [REDACTED] WATERFORD WORKS NJ
 HOME PHONE: [REDACTED] WORK PHONE: [REDACTED] SALESPERSON: JEFFREY SUTHERLAND JENNIFER E JARON

PLEASE ENTER MY ORDER FOR ONE 2017 FORD TRUCK MODEL EXPLORER
 BODY TYPE WAGON COLOR SHADOW BLA MILES 15 (YEAR AND MAKE) VIN 1F1S1K0B88A000000

INTERIOR TRIM COLOR CAMEL

Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:

- * Cash Purchase
- * Finance Purchase
- * **Lease**

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.

IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.

TO BE DELIVERED ON OR ABOUT

Price of Unit	33576.00
Additional Equipment (options)	

IF A LEASE, THE FOLLOWING APPLY:

MONTHLY PAYMENT AMOUNT \$ _____
 TERM: _____ MONTHS
 MILEAGE PER YEAR _____
 CASH DUE AT DELIVERY \$ _____

IF A PURCHASE, THE FOLLOWING APPLY:

TOTAL PRICE OF VEHICLE	33576.00
Less Trade-In	N/A
TOTAL TAXABLE AMOUNT	33576.00
N.J. Sales Tax 7.00%	2350.32
Motor Vehicle Tire Fee	7.50
Registration/Title Fee (Estimated) (See Paragraph 15 On Reverse Side)	401.00
Documentary Service Fee:	
Document Transmittal Fee \$149.50	
Clerical Expense Fee \$149.50	
(See Paragraph 16 On Reverse Side)	\$299,000.00 299.00

IF A NEW VEHICLE SALE ...

The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer sells this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by the selling dealer.

IF USED VEHICLE SALE-CHECK APPROPRIATE BOX

This vehicle is sold "as is" and the selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

OR

The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the date of delivery of such vehicle.

Date: _____ X Customer's Signature: _____

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)

The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).

Date: _____ X Customer's Signature: _____

TRADE-IN DESCRIPTION AND ALLOWANCE

Year _____ Make _____ Model _____
 VIN _____ Mileage _____
 Trade-in Value _____ Date of _____
 Less Balance Owed _____

NET PAY-OFF ON TRADE-IN		N/A
SUB TOTAL	36833.82	
EXTENDED WARRANTY		N/A
GUARANTEED AUTO PROTECTION	750.00	
REBATE	3000.00	
ADDITIONAL TAX		N/A
Deposit (minimum Required 10%)		N/A
BALANCE IN CASH OR CERTIFIED CHECK DUE ON DELIVERY	1000.00	
BALANCE DUE	33383.82	

Net Trade-in Allowance _____
 Balance Owed to: _____
 Address: _____
 Account No.: _____
 Info. From _____ Good Thru _____
 Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.
 X _____ / _____ / _____
Customer's Signature Date

**ARBITRATION PROVISION
 PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

Accepted By: 12/20/16 [Signature] 12/20/16 _____
Dealer or His Authorized Representative Date Customer's Signature

Customer agrees that this Order on the face and on the reverse side and any attachments to it includes all the terms and conditions, if a sale. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or authorized agent, comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer by execution of this Order acknowledges that they have read the terms and conditions and have received a true copy of the order. YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE DEALER IS REIMBURSED BY



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(856) 627-8400



ON BEHALF OF SERVICE DEALER I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO CUSTOMER. THERE WAS NO MODIFICATION TO THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN DAMAGED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR ISSUE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 60 DAYS FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICE DEALER FOR INSPECTION BY REPRESENTATIVE OF CORP.

CUSTOMER NO		SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON		DATE)	
[REDACTED]		ADVISOR	TAG NO	INVOICE DATE	CELL
[REDACTED]		CHRISTINA J. BURGESS	650	02/21/17	[REDACTED]
[REDACTED]		LABOR RATE	RELEASE	COLOR	
[REDACTED]				5,512	
[REDACTED]		YEAR / MAKE / MODEL		SHADOW-BLK /	79216
[REDACTED]		17/FORD TRUCK/EXPLORER/4DR 4WD BASE		DELIVERY DATE	DELIVERY MILES
[REDACTED]		VEHICLE ID #		12/20/16	15
[REDACTED]		1 F M 5 K 8 B 8 8 H G		SELLING DEALER TAG	PRODUCTION DATE
[REDACTED]		P.L.E. NO			
[REDACTED]		COMMENTS		R.O. DATE	
[REDACTED]		E# 998		02/21/17	

LABOR & PARTS

J# 1 17FTZZ-1P CHANGE OIL & FILTER TECH(S): 641 INTERNAL
 CHANGE ENGINE OIL AND FILTER
 INCLUDES UP TO 5 QRTS OF OIL
 CHANGED ENGINE OIL AND FILTER

JOB #	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	FL-500-S	FILTER ASY - O		INTERNAL
JOB # 1	6	XO-5W20-BSP	OIL - ENGINE		INTERNAL
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

J# 2 05FTZ EXHAUST SYSTEM TECH(S): 641 WARRANTY
 CCC COB CUSTOMER STATES THERE IS A BURNING ODOR AT HIGHWAY SPEEDS.
 ROAD TEST WITH FOREMAN, DID NOT SMELL ANY ODORS. CHECK FOR LEAKS, NONE FOUND. CHECK EXHAUST OK. CHECK OASIS, NO MESSAGES APPLY. UNABLE TO DUPLICATE CONCERN AT THIS TIME.

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

J# 3 06FTZ ENGINE REPAIRS TECH(S): 621 WARRANTY
 CCC N11 CUSTOMER STATES THERE IS A LOUD FAN NOISE ON START UP
 CHECKED BELT AND FAN AREAS, DID NOT FIND ANYTHING FAILING. NO MESSAGES ON OASIS, UNABLE TO DUPLICATE CONCERN AT THIS TIME

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

J# 4 11FTZ-18 RADIO DIAG TECH(S): 621 WARRANTY
 CCC A04 CUSTOMER STATES WHILE DRIVING, SIRIUS RADIO CUTS OUT AND PHONE CUTS OUT
 ROAD TEST VEHICLE, DID NOT VERIFY CUTTING OUT CONCERN. CHECK OASIS, NO MESSAGES APPLY. CHECK FOR CODES, NONE IN SYSTEM.

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

J# 5 07FTZ TRANSMISSION, AUTO TECH(S): 641 WARRANTY
 CCC P66 CUSTOMER STATES TRANSMISSION SHIFTS IRRADICALLY ON ACCELERATION AT TIMES.
 NPF CC 82

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E-MAIL
echford.@echelonford.com

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



CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE
	CHRISTINA J BURGESS	650	02/21/17
LABOR RATE	LICENSE NO	MILEAGE	COLOR
		5,512	SHADOW BLK/
YEAR / MAKE / MODEL	VEHICLE I.D. NO		STOCK NO
17/FORD TRUCK/EXPLORER/4DR 4WD BASE	1 E M 5 K 8 B B 8 H G		79216
P.T.E. NO.	P.C. NO.	R.D. DATE	DELIVERY W/LS
		02/21/17	15
ADDRESS PHONE	COMMENTS	MO:	
	E# 998		

ROAD TEST VEHICLE TO ATTEMPT TO DUPLICATE CONCERN. VEHICLE SHIFTING PROPERLY. CHECK OASIS, NO MESSAGES APPLY. CHECK FOR CODES, NONE IN SSYSTEM. MONITOR PIDS, OK. NO PROBLEM FOUND AT THIS TIME.

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PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 5 TOTAL PARTS				0.00
JOB # 5 TOTAL LABOR & PARTS				0.00
MISC	CODE	DESCRIPTION	CONTROL NO	INTERNAL
JOB # 1	312	TAX		INTERNAL
JOB # 1	102	EPA WASTE REMOVAL & SHOP SUPPLIES		INTERNAL
TOTAL - MISC				0.00

TECHNICIAN CERTIFICATION
 621 JOHN MIHAICH 6942

TOTALS				TOTAL LABOR....	0.00
METHOD OF PAYMENT				TOTAL PARTS....	0.00
[] CASH	[] CHECK #.....	[] CHARGE	A/R	TOTAL SUBLET...	0.00
[] VISA/MC	[] DISCOVER	[] AMERICAN EXPRESS		TOTAL G.O.G....	0.00
[] DINERS CLUB	BY.....	DATE.....		TOTAL MISC CHG.	0.00
				TOTAL MISC DISC	0.00
				TOTAL TAX.....	0.00
				TOTAL INVOICE \$	0.00

THANK YOU FOR YOUR BUSINESS!

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

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CUSTOMER NO. [REDACTED]		ADVISOR	TAG NO.	INVOICE DATE	CELL
[REDACTED]		CHRISTINA J. BURGESS	650	03/28/17	[REDACTED]
[REDACTED]		LABOR RATE	RELEASE	COLON	STOCK NO.
[REDACTED]		YEAR/MAKE/MODEL	8,650	SHADOW-BLK/	79216
WATERFORD WORKS, NJ [REDACTED]		17/FORD TRUCK/EXPLORER/4DR-4WD-BASE	DELIVERY DATE	12/20/16	DELIVERY MILES
[REDACTED]		VEHICLE ID NO	SELLING DEALER I.D. NO.	PRODUCTION DATE	15
[REDACTED]		F.T.E. NO.	R.O. DATE	03/28/17	
BUSINESS PHONE		COMMENTS			
		F# 998			

LABOR & PARTS
 J# 1. 03FTZ-C7 DIAG. P/S. PROBLEM TECH(S): 621 INTERNAL
 CCC N58 CUSTOMER STATES POWER STEERING MAKES NOISE FOREMAN ROAD TESTED VEHICLE SEVERAL TIMES OVER 33 MILES. DID NOT VERIFY ANY STEERING NOISE ON ROAD TRIPS ON HIGHWAY AND MAKING TURNS. CUSTOMER DECLINED TO DRIVE WITH FOREMAN AT THIS TIME.
 FOLLOWED UP WITH CUSTOMER MULTIPLE TIMES CUSTOMER WILL SCHEDULE AN APPOINTMENT AS CONCERN STILL PRESENT. CLOSED TICKET 4/27/17

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2. 06FTZ ENGINE REPAIRS TECH(S): 621 INTERNAL
 CCC B78 CUSTOMER STATES THERE IS A BURNING ODOR AT TIMES WHILE DRIVING. ROAD TESTED VEHICLE MULTIPLE TIMES TO ATTEMPT TO DUPLICATE CONCERN. DID NOT SMELL ANYTHING. CONTACTED HOTLINE, NO MESSAGES APPLY FOR THIS VEHICLE. CUSTOMER DECLINED TO DRIVE WITH FOREMAN AT THIS TIME.
 FOLLOWED UP WITH CUSTOMER MULTIPLE TIMES THROUGHOUT THE MONTH. CLOSED RO ON 4/27

JOB # 2 TOTAL LABOR & PARTS 0.00

TECHNICIAN CERTIFICATION
 621 JOHN MIHAICH 6942

TOTALS

*****		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

THANK YOU FOR YOUR BUSINESS!

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

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ALL OF SERVING DEALER HEREBY CERTIFY THAT INFORMATION CONTAINED HEREIN IS ACCURATE, UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED PERFORMED AT NO CHARGE TO OWNER. THERE IS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIR OR LACK THEREOF HAS BEEN CONNECTED IN ANY WAY WITH AN ACCIDENT. IN JUDGMENT OF VEHICLE RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE IN 10 YEAR FROM THE DATE OF EVENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

(SIGNED)	DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON	(DATE)
ADVISOR	TAG NO.	INVOICE DATE
CHRISTINA J BURGESS	650	05/05/17
LABOR RATE	MILEAGE	COLOR
	12,074	SHADOW BLK/
YEAR / MAKE / MODEL	DELIVERY DATE	STOCK #
17/FORD TRUCK/EXPLORER/4DR 4WD BASE	12/20/16	79216
VEHICLE ID NO.	SELLING DEALER TAG NO.	DELIVERY MILES
1EM5K8B88HG		15
P.T.E. NO.	R.O. DATE	PRODUCTION DATE
	05/02/17	
BUSINESS PHONE	COMMENTS	
	# 998	

LABOR & PARTS

J# 1_06FTZ ENGINE REPAIRS TECH(S):645 WARRANTY:
 CCC E41 CUSTOMER STATES THERE IS A BURNING ODOR AROUND 30 MINUTES INTO A TRIP AT HIGHWAY SPEEDS. HVAC NOT ALWAYS ON WHEN ODOR OCCURS.
 CCC E41 CC 42 NPF
 CONTACT 112002946
 FOREMAN DROVE WITH CUSTOMER, COULD NOT GET SMOELL TO PRODUCE PUT IN AIR, CHECK FOR LEAKS NONE. CHECK FOR TSBS SSMS NONE. EMAIL HOTLINE, INSTRUCTED TO INSPECT PTU AND HOSE, OK AND PROPERLY ROUTED. 308-07A PPT F1 CHECK C4347 OK, F2 PID AWD MONITOR PIDS AT 5MPH THEN 20% YES, F3 MONITOR PIDS LF RF LR RR WHEEL SPEED SENSORS READ THE SAME OK, F4 CHECK CONNECTOR C4379 AND C4347 NO PROBLEM FOUND. CONTACT HOTLINE AGAIN WITH FINDINGS. INSTRUCTED TO DRAIN SOME FLUID TO INSPECT THROUGH FILTER FOR DEBRIS, NONE FOUND. FLUID CLEAN AND FULL. COMPARE ALL READINGS FROM THIS VEHICLE WITH 2 LIKE VEHICLES, SAME. EMAIL HOTLINE AGAIN, DATA LOG LAT, LAT LONG, ALL OK, EEC TEST, NO CODES. UNABLE TO DUPLICATE CONCERN NO REPAIR AT THIS TIME.

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2_03FTZ SUSPENSION & STEER TECH(S):645 WARRANTY:
 CCC N58 CUSTOMER STATES THERE IS A WHINE IN THE STEERING ON TURNS AND GETTING OFF OFF RAMPS AT TIMES
 CCC N58 CC 42 NPF
 ROAD TEST VEHICLE TO ATTEMPT TO DUPLICATE CONCERN. FOREMAN ROAD TESTED VEHICLE WITH CUSTOMER NOISE NOT PRESENT AT THAT TIME. CHECK OASIS, NO MESSAGES APPLY. SYMPTOM CHART 6682, CHECK FRONT END, SOUND. NO PROBLEM FOUND AT THIS TIME.

JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3_08FTZ-06 HEATING SYSTEM TECH(S):645 INTERNAL:
 CCC C09 CUSTOMER STATES THERE IS A HUM NOISE WITH HVAC SYSTEM BOTH ON HEAT OR AC THAT GOES QUIET AND RETURNS.
 CCC C09 CC 42 NPF
 CONTACT 112005778
 ROAD TEST TO VERIFY HUM NOISE. TEST COMPRESSOR, OK. CHECK OASIS, NO MESSAGES OR TSBS APPLY. PUT VEHICLE IN AIR, LISTENED TO COMPRESSOR WITH STETHOSCOPE, COMPARED COMPRESSOR NOISE WITH 2 OTHER VEHICLES ON LOT, ONE NEW ONE OWNED, NOISE REMAINS THE SAME WITH LIKE VEHICLES. CONTACT HOTLINE, RESPONSE IS IF NOISE IS SIMILAR IN LIKE VEHICLES NO REPAIR TO BE MADE.

JOB # 3 TOTAL LABOR & PARTS

J# 4+11FTZ-2 P99 RENTAL TECH(S):645
 P99 RENTAL NEEDED BASIC RENTAL CCCA99 CC82
 4 DAYS RENTAL NEEDED FOR HOTLINE ASSISTANCE DIAGNOSIS
 RENTAL VIN: 1FMCU9G9SHUD45S97
 INVOICE 744833946
 HOTLINE: 112002946

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(SIGNED)		DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON		(DATE)
CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	CELL
	CHRISTINA J. BURGESS	650	10/10/17	
	LABOR RATE	TRUCKS P.O.	COLOR	
			28,520	SHADOW BLK/ 79216
	YEAR / MAKE / MODEL		DELIVERY DATE	DELIVERY MILES
	17/FORD TRUCK/EXPLORER/4DR 4WD BASE		12/20/16	15
	VEHICLE I.D. NO.		SELLING DEALER NO.	PRODUCTION DATE
	1EM5K8B88HG			
	F.T.E. NO.	P.O. NO.	F.O. DATE	
			10/10/17	
BUSINESS PHONE	COMMENTS			
	F# 998			

LABOR & PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
J# 1 17FTZZ-99P MULTI-POINT_INSP. TECH(S):632 0.00					
PERFORM MULTI-POINT REPORT CARD INSPECTION. CHECK ALL FLUID LEVELS TOP OFF AS NEEDED, SET TIRE PRESSURE CHECK ALL BELTS AND HOSES. PERFORM MULTI-POINT INSPECTION.					
PARTS-----					
JOB # 1 TOTAL PARTS 0.00					
JOB # 1 TOTAL LABOR & PARTS 0.00					
J# 2 17FTZZ-02 THE WORKS TECH(S):632 39.96					
THE WORKS-PREVENTATIVE MAINTENANCE PACKAGE CHANGE OIL AND FILTER. ROTATE AND INSPECT 4 TIRES, PERFORM MULTI-POINT REPORT CARD INSPECTION. INSPECT BRAKES AND CHECK AND TOP OFF FLUID LEVELS. CHANGE OIL AND FILTER, ROTATE AND INSPECT 4 TIRES, PERFORM MULTI-POINT INSPECTION, INSPECT BRAKE SYSTEM, CHECK AND FILL					
PARTS-----					
JOB # 2	1	FL-500-S	FILTER ASY - O	4.99	4.99
JOB # 2	6	XO-5W20-BSP	OIL - ENGINE	2.20	13.20
				JOB # 2 TOTAL PARTS	18.19
				JOB # 2 TOTAL LABOR & PARTS	58.15
J# 3 12FTZ BODY REPAIRS TECH(S):632 WARRANTY					
CCC B71 CUSTOMER STATES RIGHT REAR EXTERIOR WEATHER STRIP ACROSS TRIANGLE PORTION OF WINDOW IS POPPING OUT OF PLACE CCC B71 CC 07 7825766 CUSTOMER RETURNED ON 10/17/17 WITH 29213 MILES VERIFIED CONCERN WITH RIGHT REAR QUARTER WINDOW ON WEATHER-STRIP NOT SECURE. CHECK OASIS, NO MESSAGES APPLY. UNABLE TO SECURE STRIPPING. ORDERED NEW PART. REMOVE RIGHT REAR DOOR PANEL TO GAIN ACCESS TO DOOR QUARTER WINDOW RETAINING BOLTS. INSTALL NEW RIGHT REAR QUARTER WINDOW AND MOULDING ASSEMBLY VERIFIED PROPER FITMENT ON BODY. VERIFIED WINDOW OPERATING.					
PARTS-----					
JOB # 3	1	8B52-7825766-A	RUN ASY - GLAS		WARRANTY 0.00
				JOB # 3 TOTAL PARTS	0.00
				JOB # 3 TOTAL LABOR & PARTS	0.00
J# 4 10FTZ-08 DRIVEABILITY TECH(S):632					
CCC B78 CUSTOMER STATES ON HIGH ACCEL SUCH AS GOING INTO A PASSING GEAR THERE IS A ROTTING SMELL THAT STAYS IN THE VEHICLE OVER 50MPH CCC B78 CC 42 61280B62 TSB 17-0044 RVC RPD381X4NRPWB					

When Other Dealers Won't... Echelon

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 E-MAIL
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ALL-STATE LEGAL
 PLAINTIFF'S EXHIBIT
 E

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SEE REVERSE FOR WARRANTY TERMS

FOR FORD AND MOTORCRAFT COMPANY INFORMATION, CONTACT 1-800-4-A-FORD



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Ford
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BY SIGNING THIS WORK ORDER, THE CUSTOMER CERTIFIES THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SPECIFIED. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO CUSTOMER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART PERFORMED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 111 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

CUSTOMER NO		ADVISOR		TAG NO	INVOICE DATE	GELL
[REDACTED]		CHRISTINA J BURGESS		650	10/10/17	[REDACTED]
[REDACTED]		LABOR RATE		RELEASE	COLOR	STOCK NO
[REDACTED]		[REDACTED]		28,520	SHADOW BLK/	79216
[REDACTED]		YEAR / MAKE / MODEL		17/FORD TRUCK/EXPLORER/4DR 4WD-BASE	DELIVERY DATE	DELIVERY SALES
[REDACTED]		VEHICLE I.D. NO		1EM5K8B88H	12/20/16	PRODUCTION DATE
[REDACTED]		F.P.E. NO		[REDACTED]	SELLING DEALER NO	15
[REDACTED]		BUSINESS PHONE		R.O. DATE		10/10/17
[REDACTED]		COMMENTS		E# 998		

ROAD TEST VEHICLE, SLIGHT EXHAUST ODOR PRESENT AFTER HARD ACCELERATION, CHECK OASIS, TSB APPLIES FOR CONCERN. ENTERED INTERACTIVE DIAGNOSIS TO OBTAIN RVC CODE FOR UPDATED MUFFLER ASSEMBLY. PROGRAMMED HVAC MODULES. ORDERED PARTS. REMOVED TAILLIGHTS, REAR BUMPER COVER AND MUFFLER ASSEMBLY. CLEANED AND APPLIED SEAM SEALER TO ANY BODY SEAM GAPS, GROMMETS, AND ALL OTHER AREAS DICTATED IN TSB. REINSTALLED REAR BUMPER COVER AND TAILLIGHTS. INSTALLED NEW WHEEL OPENING MOLDINGS. REMOVED LEFT SIDE LOAD SPACE TRIM PANEL. SEALED EVAPORATOR AND HEATER CORE LINES FROM INTERIOR. REMOVED LIFTGATE TRIM PANELS AND SEALED ALL DIRECTED AREAS. REMOVED SPOILER AND INSTALLED ALL NEW SEALS AND FOAM GROMMETS. REINSTALLED SPOILER AND LIFTGATE TRIM PANELS. ROAD TEST AND VERIFIED REPAIR.

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SEE REVERSE FOR WARRANTY TERMS

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 4	1	F85Z-7829164-AA	MOULDING		WARRANTY
JOB # 4	1	F85Z-7829165-AA	MOULDING		WARRANTY
JOB # 4	1	4M8Z-54280862-A	VALVE ASY - AU		WARRANTY
JOB # 4	1	F85Z-5230-B	MUFFLER ASY -		WARRANTY
JOB # 4	1	F85Z-78442K03-B	KIT - REAR SPO		WARRANTY
JOB # 4	1	TA-2-B	ADHESIVE		WARRANTY
JOB # 4	2	B85Z-61280862-B	GRILLE ASY - V		WARRANTY
JOB # 4	4	-W706092-5300	RIVET - BLIND		WARRANTY
JOB # 4 TOTAL PARTS				0.00	
JOB # 4 TOTAL LABOR & PARTS				0.00	
J#_5+20FTZGBATT		GREEN BATTERY	TECH(S):632	0.00	
BATTERY SPEC GREEN TESTED OK.					
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 5 TOTAL PARTS				0.00	
JOB # 5 TOTAL LABOR & PARTS				0.00	
J#_6+20FTZGBK		BRAKE, CODES GREEN	TECH(S):632	0.00	
BRAKES CHECKED AND OK. DISCS OVER 5MM AND DRUMS OVER 2MM.					
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 6 TOTAL PARTS				0.00	
JOB # 6 TOTAL LABOR & PARTS				0.00	
J#_7+20FTZGTIRE		TIRE, CODES GREEN	TECH(S):632	0.00	
TIRES CHECKED AND OK; 7/32 OR GREATER.					
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 7 TOTAL PARTS				0.00	
JOB # 7 TOTAL LABOR & PARTS				0.00	

For Repairs and Repairs Company, WORKLINE 1200000-0 0/001



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

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

CUSTOMER NO.	ADVISOR CHRISTINA J. BURGESS	TAG NO.	INVOICE DATE 10/10/17
	LABOR RATE	650 MILEAGE	COLOR SHADOW- BLK/
	LICENSE NO.	28,520	STOCK NO. 79216
YEAR / MAKE / MODEL	VEHICLE I.D. NO. 17/FORD TRUCK/EXPLORER/4DR 4WD BASE	DELIVERY DATE 12/20/16	DELIVERY MILES
F.T.E. NO.	1 F M 5 K 8 B 8 8 H G	SELLING DEALER NO.	PRODUCTION DATE 15-
BUSINESS PHONE	COMMENTS F# 998	R.O. DATE 10/10/17	

MISC	CODE	DESCRIPTION	CONTROL NO
JOB # A	103	EPA WASTE REMOVAL & SHOP SUPPLIES	5.99
JOB # 2	205	20% LABOR DISCOUNT	-8.00
JOB # 2	250	10% PARTS DISCOUNT-REPAIR SHOP	-2.00
TOTAL - MISC			-4.01
TOTALS			
METHOD OF PAYMENT		TOTAL LABOR...	39.96
[] CASH [] CHECK #..... [] CHARGE A/R		TOTAL PARTS...	18.19
[] VISA/MC [] DISCOVER [] AMERICAN EXPRESS		TOTAL SUBLET...	0.00
[] DINERS CLUB BY..... DATE.....		TOTAL G.O.G....	0.00
		TOTAL MISC CHG.	5.99
		TOTAL MISC DISC	-10.00
		TOTAL TAX.....	3.73
		TOTAL INVOICE \$	57.87

THANK YOU FOR YOUR BUSINESS!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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IN REPLY OF SERVING DEALER HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY 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 SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

SIGNED		DEALER, DEALER MANAGER, OR AUTHORIZED PERSON		DATE	
CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	CELL	
	CHRISTINA J. BURGESS	650	05/11/17		
	LABOR RATE	RELEASE	HOURS		
			12, 415		
YEAR / MAKE / MODEL	VEHICLE I.D. NO.		DELIVERY DATE	DELIVERY MILES	
17/FORD TRUCK/EXPLORER/4DR 4WD BASE	1 F M 5 K 8 B 8 8		12/20/16	79216	
			SELLING DEALER INT	PRODUCTION DATE	
				15	
			R.D. DATE		
			05/09/17		
ADDRESS PHONE	COMMENTS				
	E# 998				

J# 1 06FTZ ENGINE REPAIRS TECH(S): 645 INTERNAL
 CCC C30 CUSTOMER STATES THERE IS A BURNING ODOR WHILE DRIVING ABOUT 30 MINUTES INTO DRIVE AT HIGHWAY SPEEDS ABOUT 30-38 MILES INTO DRIVE ROAD TEST VEHICLE OVER 38 MILES, UNABLE TO DUPLICATE ODOR. TECH CONTACTED ABOUT CONCERN.

DESCRIPTION	UNIT PRICE
JOB # 1 TOTAL PARTS	0.00
JOB # 1 TOTAL LABOR & PARTS	0.00

CC 42 19703
 HEARD NOISE WHEN AC COMPRESSOR TURNS ON. REMOVE AC COMPRESSOR OR, EVACUATE AC SYSTEM. DRAIN OIL FROM COMPRESSOR. REPLACE AC COMPRESSOR AND FILL WITH OIL. RECHARGE SYSTEM. ROAD TEST AND LISTENED FOR NOISE, OK

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2	1	9W7Z-198596-A	KIT		WARRANTY
JOB # 2	1	DL3Z-198596-B	KIT		WARRANTY
JOB # 2	1	6E5Z-198596-A	KIT		WARRANTY
JOB # 2	1	F85Z-19703-B	COMPRESSOR ASY		WARRANTY
JOB # 2 TOTAL PARTS				0.00	
JOB # 2 TOTAL LABOR & PARTS				0.00	

J# 3 03FTZ SUSPENSION & STEER TECH(S): 645 INTERNAL
 CCC N58 CUSTOMER STATES THERE IS A STEERING NOISE ON TURNS AT TIMES. HAVE NOT HEARD NOISE IN 1.5 DAYS. ROAD TEST TOTAL 80 MILES, DID NOT HEAR NOISE ON ROAD TEST. HOTLINE AWARE OF CONCERNS.

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

J# 4 11FTZ-2 P99 RENTAL TECH(S): 645 WARRANTY
 P99 RENTAL NEEDED
 3 DAY RENTAL NEEDED. VIN 1FMCU9J90NUA63294
 P99 RENTAL NEEDED

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

J# 5+11FTZ ACCESSORIES TECH(S): 621 INTERNAL
 CLEANED R-F SEAT, WASHED VEHICLE, REPLACED USE FUEL FROM DRIVING 80 MILES. NO CHARGE

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SEE REVERSE FOR WARRANTY TERMS

See conditions and restrictions. Limitations, restrictions, exclusions apply.

Civil Case Information Statement

Case Details: CAMDEN | Civil Part Docket#

Case Caption: S FORD MOTOR COMPANY

Case Type: LEMON LAW

Document Type: Complaint

Case Initiation Date: 12/07/2017

Jury Demand: NONE

Attorney Name: JACQUELINE C HERRITT

Hurricane Sandy related? NO

Firm Name: KIMMEL & SILVERMAN, PC

Is this a professional malpractice case? NO

Address: 1930 E MARLTON PIKE STE Q29

Related cases pending: NO

CHERRY HILL NJ 080030000

If yes, list docket numbers:

Phone:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Name of Party: PLAINTIFF

Name of Defendant's Primary Insurance Company (if known): Unknown

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

12/07/2017
Dated

/s/ JACQUELINE C HERRITT
Signed



Case



General Info

Overview

Case Number	[REDACTED]	Status	Resolved
Priority		Owner	Tier 1 Inbound
Expected Resolution Date		Status Reason	Resolved Closed
Input Channel	Phone		

Close Case

Close Case Info

Resolution Type	Close Issue	Comments - Close Case
Closure Type	Resolved	

Customer Info

Advanced Search

Search On	Contact	Search By
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Customer Name	[REDACTED]	Caller Type
Best Contact Method		Use for Reply-To
Best Daytime Phone	Mobile Phone	Customer Delegate
Customer Home Phone	[REDACTED]	Customer Delegate Phone
Customer Business Phone	[REDACTED]	Relationship
Customer Mobile Phone	[REDACTED]	
Vehicle Purchase Status		
Current LTV Score	N/S	

Customer Scores

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


Dealer Info

Dealer Info

Dealer Name	 Rice Ford Lincoln Inc.	Dealer Service Manager	 DONALD CAUDILL
Dealer PA Code	04687	More than one Service Manager	No
Dealer Phone Number	(574) 267-8151	Service Mgr Phone	
Dealer Contact		Portal Status	No New Message
Ford CSM	 Debra Zaremba		
FMCC Branch Code			

Vehicle Info

Vehicle Info

VIN	 1FM5K8D83D[REDACTED]	Mileage	107,935
Warranty Start Date	5/31/2013	Mileage Units	
Vehicle Modifications	No	Hours in Service	
Original Selling Dealer		Converted Mileage	
Original Selling PA		Days Out of Service	
		Number of Repairs	
Unit Down	No	Customer in Loaner	No
Unit Down Date (at Dealership)			
Primary Reason for Unit Down			
Unit On-Road Date			

Vehicle Specification

Vehicle Specification Full Path	 2013 > Ford > EXPLORER > K8D - EXPLORER XLT 4WD 4-DR		
Model Year	 2013	Engines Specification	 3.5L V6 CYCLONE TIVCT
Make	 FORD	Transmissions Specification	 6 SPD AUTO TRANS 6F
Model / Vehicle Line	 EXPLORER		
Body Style	 K8D - EXPLORER XLT 4WD 4-DR		

Equipment and Software

SYNC Version	SYNCGeneration 2
Modem / TCU?	No
Installed SYNC Software Version	Installed Date
WiFi Capable	
WiFi Enabled	Date Retrieved

Case Classification



Classification

Responsible Team	 Tier 1 Inbound
Case Classification Full Path	 Legal > Alleged Accident/Property Damage or Fire (Visible flames) due to Product Defect > Insurance Company Contacted/ settlement > Requests Financial Assistance
Case Classification Level 1	 Legal
Case Classification Level 2	 Alleged Accident/Property Damage or Fire (Visible flames)  
Case Classification Level 3	 Insurance Company Contacted/ settlement
Case Classification Level 4	 Requests Financial Assistance

Classification

Initial Contact Target	12/15/2017 10:00 AM	Initial Contacted	No
Case Closure Target	1/30/2018 5:00 PM	Initial Contact Date	

Symptom Code

Symptom Code	 Safe & Secure > Smoke/Odor > OTHER > OTHER
Level 1	 Safe & Secure

Level 2  Smoke/Odor

Level 3  OTHER

Level 4  OTHER

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 0011908282

Stars ID

Tech Hotline No

FSA Number 17N03

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
<input type="checkbox"/>	 Case Resolution	Case Resolution	Completed	Normal	12/14/2017 6
<input type="checkbox"/>	 Close Case	Close Case	Completed	Normal	12/14/2017 6
<input type="checkbox"/>	 Buyback Evaluation Milest...	Buyback Evaluation Miles...	Canceled	Normal	12/14/2017 6
<input type="checkbox"/>	 	Phone Call	Completed	Normal	12/14/2017 5

1 - 4 of 4 (0 selected)

Page 1

Notes & Article

Notes

Title: Note created on 12/14/2017 06:26 PM by Shielamai Ting, Default Team: Tier 1 Inbound, Default Team: Tier 1 Inbound

CUST SAYS: 2013 Explorer. cust don't want the veh anymore due to carbon monoxide concerns. cust has been in an accident because he fell asleep, he smell something and he feel sleepy. veh hit a pole. cust have contacted his Insurance but he don't have funds. cust said that he now know why he fell asleep, its because of the carbon monoxide. cust would like to get rid of of the veh. its not safe. he could've died on it. PER CUST, DLR SAYS: n/a CRC ADVISED: I will forward your information to Ford's Office of the General Counsel. You should receive a written response within 15 Days business days to your concern. 1. Has the customer filed a claim with their insurance company? (Yes or No) - YES 2. If a claim has been filed with their insurance company, what is the status of the claim? - cust have to cancel the claim as he don't have fund for it 3. Is the vehicle repairable? - cust don't know. He haven't had he veh check yet 4. Were any injuries sustained? If yes, provide the first and last name of all injured parties. - NONE 5. What are you seeking from Ford Motor Company? - asking to have the veh repaired from the damage. 6. What was the date of the accident? - 12/10/2017 7. What product defect is alleged to have caused the accident? - cust is drifting off and the last thing he knew he was off the road and hit a pole. cust is thinking that its the carbon monoxide issue. 8. What is the city and state where the accident occurred? - Atwood, IN - 9. Was a police report filed? - NO 10. If a police report was filed, what were the findings? - N/A 11. What is the police report number and in what city and county was the report filed? - N/A 12. What is the name and address of the customer's attorney (Ask this question only if the customer mentions they have sought/retained an attorney)? - cust mentioned of getting an attorney, but he didn't provide the name and address yet. just thinking of doing it as the next course of action. 13. What mailing address would you like our Office of General Council to send your written response to (Document the full address)? [Redacted] Mint Home Indian [Redacted]



Shielamai Ting 12/14/2017 6:26 PM

Article

Article

Admin Info

Admin Info

Created By	 Shielamai Ting	Modified By	 Shielamai Ting
Created On	12/14/2017 6:06 PM	Modified On	12/14/2017 6:28 PM
Begin Date	12/14/2017	Case Type	
Title	[Redacted]	Source Created By	



Case



General Info

Overview

Case Number	[Redacted]	Status	Resolved
Priority		Owner	Tier 1 Inbound
Expected Resolution Date		Status Reason	Resolved Closed
Input Channel	Phone		

Close Case

Close Case Info

Resolution Type	Close Issue	Comments - Close Case
Closure Type	Resolved	

Customer Info

Advanced Search

Search On	Contact	Search By
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Customer Name	[Redacted]	Caller Type
Best Contact Method	Phone	Use for Reply-To
Best Daytime Phone	Mobile Phone	Customer Delegate
Customer Home Phone	[Redacted]	Customer Delegate Phone
Customer Business Phone	[Redacted]	Relationship
Customer Mobile Phone	[Redacted]	
Vehicle Purchase Status	Original Owner	
Current LTV Score	98	

Customer Scores

Loyalty Score		Defector Score	
LTV Score	98	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	 1FM5K8D81HG [REDACTED]	Mileage	5
Warranty Start Date	9/29/2017	Mileage Units	Miles
Vehicle Modifications	No	Hours in Service	
Original Selling Dealer	Smith Cairns Ford Lincoln	Converted Mileage	
Original Selling PA	03614	Days Out of Service	
		Number of Repairs	
Unit Down	No	Customer in Loaner	No
Unit Down Date (at Dealership)			
Primary Reason for Unit Down			
Unit On-Road Date			

Vehicle Specification

Vehicle Specification Full Path	 2017 > FORD > EXPLORER > K8D - EXPLORER XLT 4WD 4-DR		
Model Year	 2017	Engines Specification	 3.5L V6 CYCLONE TIVCT
Make	 FORD	Transmissions Specification	 6 SPD AUTO TRANS 6F
Model / Vehicle Line	 EXPLORER		
Body Style	 K8D - EXPLORER XLT 4WD 4-DR		

Equipment and Software

SYNC Version	SYNCGeneration 3		
Modem / TCU?	No		
Installed SYNC Software Version			Installed Date
WiFi Capable			
WiFi Enabled			Date Retrieved

Case Classification

Classification

Responsible Team	 Tier 1 Inbound		
Case Classification Full Path	 Legal > Alleged Injury due to Product Defect or Airbag > Fin Assist for Medical Expenses		
Case Classification Level 1	 Legal		
Case Classification Level 2	 Alleged Injury due to Product Defect or Airbag		
Case Classification Level 3	 Fin Assist for Medical Expenses		
Case Classification Level 4			

Classification

Initial Contact Target	12/19/2017 3:54 PM	Initial Contacted	No
Case Closure Target		Initial Contact Date	

Symptom Code

Symptom Code	 Safe & Secure > Smoke/Odor > Exhaust > OTHER		
Level 1	 Safe & Secure		

- Level 2  Smoke/Odor
- Level 3  Exhaust
- Level 4  OTHER

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 0011932885

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
<input type="checkbox"/>	 Close Case	Close Case	Completed	Normal	12/19/2017 1
<input type="checkbox"/>	 Case Resolution	Case Resolution	Completed	Normal	12/19/2017 1

1 - 2 of 2 (0 selected)

Page 1

Notes & Article

Notes

Title: Note created on 12/19/2017 01:55 PM by Keisha Wilson, Default Team: Tier 1 Inbound, Default Team: Tier 1 Inbound

CUS SAYS Delegation [REDACTED] had dizziness i had pressure on the chest I went to the hospital come ro find out that I have carbon monoxide in my body, it was some high they had to put me on the ventilating machine, I had to take it home with me. I had to stay in the hospital. It collapsed both my lungs. I had a prior heart surgery. I don't know which truck it came from, I am lease holder so I jump from 1 vehicle to another, I have 2 fusions and a ford explorer are all leased, I just changed a 2015 to 2017 explorer. Before that I had a 2008. I don't know the mileage. We got a letter saying that I should have my car brought in for the carbon monoxide check. I want monetary compensation for hospital bills and pain and suffering, because this is a problem I will have to live with for the rest of my life. My chest kept on hurting me AS PER CUS DLP SAYS: N/A CRC SAYS I will forward your information to Ford's Office of the General Counsel. You should receive a written response within 15 Days business days to your concern.


[Keisha Wilson](#) 12/19/2017 1:55 PM

Article

Article

Admin Info

Admin Info

Created By	 Keisha Wilson	Modified By	 Keisha Wilson
Created On	12/19/2017 1:54 PM	Modified On	12/19/2017 1:55 PM
Begin Date	12/19/2017	Case Type	
Title	[REDACTED]	Source Created By	



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Michael C. Young (1939-2006)

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jhelenbolt@duffieldlaw.com
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December 28, 2017

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

JAN 02 REC'D

Re: Demand for Refund – 2017 Ford Explorer, VIN 1FM5K8GT3HC [REDACTED]

To Whom It May Concern:

Further to our demand letter dated December 14, 2017 to Holmes Tuttle Ford (copy enclosed), we understand that a response was not possible within the requested time frame due to the holidays and that Holmes Tuttle Ford has requested Ford Motor Company to respond directly to us. We would appreciate receiving a formal response to our demand as soon as reasonably possible after the New Year. Thank you.

Very truly yours,

DUFFIELD ADAMSON & HELENBOLT, P.C.



Johnny N. Helenbolt

JNH:kf
Enclosure
cc: Chris Enos (via email w/o encl.)

OGC Lit
Consumer Claims

OGC Lit
Consumer Claims

JAN 02 REC'D

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Direct Line: (520) 202-2187
Main Line Ext. 236

December 14, 2017

Michael C. Young (1939-2006)

Via Certified Mail, No. 7
Return Receipt Requested

Holmes Tuttle Ford, Inc.
660 West Auto Mall Drive
Tucson, Arizona 85705

Re: Demand for Refund – 2017 Ford Explorer, VIN 1FM5K8GT3HG [REDACTED]

To Whom it May Concern:

We represent [REDACTED] who purchased a new vehicle from you last year, which is identified above. The purpose of this letter is to report a defect in the vehicle which, after numerous repair attempts on your part, cannot be corrected, and to request a full refund for the vehicle. The vehicle is defective and in nonconformity with express warranties because when driving the vehicle, our client has observed the interior has become inundated with a noxious, overwhelming, and potentially dangerous odor of gasoline, exhaust and/or fumes. This issue substantially impairs the use of this vehicle by [REDACTED] and substantially reduces the market value of this vehicle because the vehicle cannot be driven for any substantial period of time without filling with this odor.

Pursuant to A.R.S. §44-1264, the dealer has been allowed a reasonable number of attempts to correct the issue – this is defined as four (4) attempts to correct the issue, or a combined total period of thirty (30) days in the shop, without being able to correct the issue. This problem has been brought to your attention at least four (4) times resulting in your repeated unsuccessful attempts to correct the issue each time, and the issue has not been corrected. Ms. [REDACTED] sought repairs for this issue twice in July 2017, once in October 2017, and two more times since November 2017. In total Ms. [REDACTED] has brought her vehicle in to you for repairs at least five (5) times, all for the same issue. Most recently the vehicle was in the repair shop for approximately three weeks, and the issue still has not been corrected.

Therefore, Ms. [REDACTED] seeks relief under the Arizona Motor Vehicle Warranties statute, A.R.S. §44-1261 *et seq.* Less than two (2) years have elapsed since Ms. [REDACTED] purchased the vehicle new, and the vehicle has fewer than twenty-four thousand miles on it, therefore Ms. [REDACTED] is well within the time period for relief. Ms. [REDACTED] elects to have the purchase price refunded, pursuant to A.R.S. 44-1263 A.

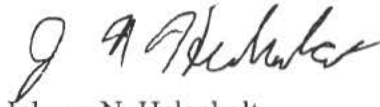
Holmes Tuttle Ford, Inc.
December 14, 2017
Page 2 of 2

Please contact me within ten (10) days to make arrangements for Ms. [REDACTED] to return the defective vehicle to you and for her to collect her refund for the vehicle's purchase price.

Thank you for your prompt attention to this matter.

Very truly yours,

DUFFIELD ADAMSON & HELENBOLT, P.C.



Johnny N. Helenbolt

JNH:sd

cc: Chris Enos, Statutory Agent

Law Offices
DUFFIELD ADAMSON & HELENBOLT, P.C.

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Robby Adamson
Lynne Davies
Shannon Derksen
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Shannon M. Derksen
sderksen@duffieldlaw.com
Direct: 520-202-7416
Extension: 256

Of Counsel:
Gregory E. Good
Gerald G. Hawley
James R. Modrall, III

February 2, 2018

Michael C. Young (1939-2006)

Via email and certified U.S. Mail,

Return receipt requested, no. [REDACTED]

claims@erskinelaw.com

stompkin@erskinelaw.com

Ford Motor Company, Inc. c/o

Erskine Law Group

Stephanie Tompkin

342 South Main Street

Rochester, MI 48307

Re: Claimant [REDACTED] 2017 Ford Explorer
VIN 1FM5K8GT3HGA [REDACTED]

Dear Ms. Tompkin:

I am writing to follow up on my letter to you of January 12, 2018. As requested, on that date we forwarded all requisite information per your January 8, 2018 email. You had requested a final attempt to cure the defect with the vehicle during the week of January 22, 2018, and in my January 12, 2018 letter I asked you to contact me to make arrangements for this. On January 12, 2018 I received emailed confirmation from the claims department that they received my email and on January 15, 2018 I received emailed confirmation from you, that you received same.

Your January 8, 2018 email stated that Ford requested a final opportunity to attempt to cure the defect during the week of January 22, 2018. This opportunity was made available at your request, as stated in my January 12, 2018 letter. The week of January 22, 2018 has now passed and no one has contacted me or my client to make arrangements for this final cure attempt¹. Ford as the manufacturer has now had ample opportunity to cure under A.R.S. §44-1264 C and the vehicle continues to be defective and in nonconformity with express warranties.

¹ In fact, we have gone above and beyond the statutory requirement to make the opportunity to cure available to Ford, and proactively attempted to make arrangements for the repair. On January 19, 2018 I attempted to call you at the number you provided and left a message in order to follow up on scheduling the repair attempt, following up same with an email requesting you call me to discuss, and received no response. Ms. Sooter last week also attempted to contact you via telephone, with no response, and also contacted the dealership Holmes Tuttle Ford to find out if they had a repair order and was told that there was nothing on record.

Ford Motor Company, Inc.
S. Tompkin, Erskine Law Group
February 2, 2018
Page 2

Therefore, please let this letter serve as further notice that all statutory requirements, including all notice and opportunity to repair requirements, have been completed, under Arizona Revised Statutes §44-1261 *et seq*, and the vehicle continues to be defective and in nonconformity with express warranties. Demand is hereby made for immediate refund of the purchase price to Ms. [REDACTED]

Please contact me at 520-202-7416 or sderksen@duffieldlaw.com to make arrangements for Ms. [REDACTED] to return the vehicle and to receive her refund of the purchase price. If a full refund is not received by February 28, 2018 we will proceed with filing suit seeking all available remedies at law, including costs and attorneys fees.

Thanking you for your prompt attention to this matter, I am,

Sincerely,



Shannon M. Derksen
DUFFIELD ADAMSON & HELENBOLT, P.C.

SMD

cc:

[REDACTED] (via email)

Holmes Tuttle Ford, through its attorney Chris Enos (via email)

Ford Motor Company Customer Relations Center (via U.S. Mail)



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Truck Service Center

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7:00am to 7:00pm
Saturday
7:00am to 5:00pm
20337

CUSTOMER NO. 1	ADVISOR LESTER BALLESTEROS 4643	TAG NO. [REDACTED]	INVOICE DATE 07/14/16
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 7
TUCSON, AZ [REDACTED]	YEAR / MAKE / MODEL 17/FORD TRUCK/EXPLORER/4DR 4WD SPORT	DELIVERY DATE 09/24/16	DELIVERY MILES 60
	VEHICLE I.D. NO. 1 F M 5 K 8 G T 3 H G [REDACTED]	SELLING DEALER NO. NOT USED	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 07/14/16
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	
[REDACTED]	[REDACTED]	MO: 7	

LABOR & PARTS-----		TECH(S):2626	INTERNAL
J# 1 32FOZ-TINT-2	TINT 2 WINDOWS		
	TINT 2 WINDOWS		
JOB # 1 TOTAL LABOR & PARTS			0.00
MISC-----CODE-----DESCRIPTION-----CONTROL NO-----			
JOB # 1	TINT WINDOW TINT MATERIAL		INTERNAL
TOTAL - MISC			0.00
TOTALS-----			
The Tuttle-Click Automotive Group would like your permission to contact you using the phone number that you provided. BY SIGNING THIS FORM, YOU AGREE TO RECEIVE AUTOMATED TEXTS AND/OR PRE-RECORDED VOICE MESSAGES AT THE NUMBER PROVIDED ON THIS FORM. This may include relevant Sales, Service, Marketing and/or other general information.		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

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Any warranties on the products sold hereby are those of 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.

LIMITED WARRANTY
Please request a copy of your limited warranty from your service advisor. Note that coverage varies based on year, make, model and whether or not the part is installed by factory approved technicians.

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



Blue Oval Certified

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HOURS:
Monday through Friday
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Saturday
7:00am to 5:00pm
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CUSTOMER NO.	ADVISOR BRAD HINTON	TAG NO. 2758	INVOICE DATE 09/30/16	CELL: [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 7	COLOR RUBY RED ME
TUCSON, A	YEAR / MAKE / MODEL 17/FORD TRUCK/EXPLORER/4DR 4WD SPORT	DELIVERY DATE 09/24/16	STOCK NO. H170107	DELIVERY MILES 60
[REDACTED]	VEHICLE I.D. NO. 1 F M 5 K 8 G T 3 H G	SELLING DEALER NO. NOT USED	PRODUCTION DATE	
BUSINESS PHONE	F.T.E. NO.	P.O. NO.	R.O. DATE 09/30/16	
	COMMENTS			MO: 7

LABOR & PARTS
 J# 1 90FOZWVD WASH & VAC DELIVERY TECH(S): 7390 INTERNAL
 WASH & VAC FOR DELIVERY
 ACID WASH GLASS AND CHROME, 7390 1.7

JOB # 1 TOTAL LABOR & PARTS 0.00
 MISC-----CODE-----DESCRIPTION-----CONTROL NO-----
 JOB # 1 DTL DETAIL SUPPLIES INTERNAL 0.00
 TOTAL - MISC 0.00

TOTALS-----
 The Tuttle-Click Automotive Group would like your permission to contact you using the phone number that you provided. BY SIGNING THIS FORM, YOU AGREE TO RECEIVE AUTOMATED TEXTS AND/OR PRE-RECORDED VOICE MESSAGES AT THE NUMBER PROVIDED ON THIS FORM. This may include relevant Sales, Service, Marketing and/or other general information.
 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
 Any warranties on the products sold hereby are those of 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.

LIMITED WARRANTY
 Please request a copy of your limited warranty from your service advisor. Note that coverage varies based on year, make, model and whether or not the part is installed by factory approved technicians.

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CUSTOMER NO. 1	ADVISOR BRAD HINTON	TAG NO. 2758	INVOICE DATE 07/20/16	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 7	COLOR RUBY RED ME
TUCSON, AZ [REDACTED]	YEAR / MAKE / MODEL 17/FORD TRUCK/EXPLORER/4DR 4WD SPORT		DELIVERY DATE 09/24/16	STOCK NO. H170107
	VEHICLE I.D. NO. 1 F M 5 K 8 G T 3 H G [REDACTED]		SELLING DEALER NO. NOT USED	DELIVERY MILES 60
	F.T.E. NO.	P.O. NO.	R.O. DATE 07/13/16	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 7

LABOR & PARTS	TECH(S)	INTERNAL
J# 1 80FOZPDI PDI INSPECTION NEW VEHICLE PDI. .5 PERFORMED PDI	7999	INTERNAL
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE- JOB # 1 TOTAL PARTS 0.00 JOB # 1 TOTAL LABOR & PARTS 0.00		
J# 2 90FOZ09 NEW VEHICLE DETAIL NEW VEHICLE DETAIL. .5 PERFORMED NEW VEHICLE DETAIL	7246	INTERNAL
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE- JOB # 2 TOTAL PARTS 0.00 JOB # 2 TOTAL LABOR & PARTS 0.00		
J# 3 42FOZ-TUFF TUFF COAT PAINT PRO TUFF COAT INTERIOR & EXTERIOR.	7246	INTERNAL
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE- JOB # 3 TOTAL PARTS 0.00 JOB # 3 TOTAL LABOR & PARTS 0.00		
J# 4 90FOZDOOREDGE4 DOOR EDGE GUARD INSTALL DOOR EDGE GUARD ON ALL DOORS. \$53.210 INSTALLATION COMPLETED	7246	INTERNAL
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE- JOB # 4 1 PK4DOOR DOOR EDGE GUARDS INTERNAL JOB # 4 4 DOORGUARD EDGE GUARD INTERNAL JOB # 4 TOTAL PARTS 0.00 JOB # 4 TOTAL LABOR & PARTS 0.00		
J# 5+80FOZACC FORD ACCESSORY ADD Added Operation (5BRADH @ 07/13/2016 08:38) INSTALL FORD SUPPLIED CROSS BARS, #20, 0.2 DONE	7999	INTERNAL
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE- JOB # 5 TOTAL PARTS 0.00 JOB # 5 TOTAL LABOR & PARTS 0.00		
J# 6+80FOZR CK FOR OPEN RECALLS Added Operation (5BRADH @ 07/19/2016 14:41) BRAD TO CK FOR OPEN RECALLS, NO OPEN RECALLS, 07-18-16	2758	INTERNAL

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LIMITED WARRANTY
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20337

CUSTOMER NO. 1	ADVISOR BRAD HINTON	2758	TAG NO. [REDACTED]	INVOICE DATE 07/20/16	[REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	7	COLOR RUBY RED ME	H170107
TUCSON, AZ [REDACTED]	YEAR / MAKE / MODEL 17/FORD TRUCK/EXPLORER/4DR 4WD SPORT	DELIVERY DATE 09/24/16	DELIVERY MILES 60	VEHICLE I.D. NO. 1 F M 5 K 8 G T 3 H	SELLING DEALER NO. NOT USED
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS	F.T.E. NO.	P.O. NO.	R.O. DATE 07/13/16
					MO: 7

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

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