



ALL MAKES, ALL MODELS

660 W. Auto Mall Drive  
Tucson, AZ 85705  
PHONE: (520) 292-3675  
Toll Free: (877) 787-7164  
www.holmestuttle.com



Medium Duty/Motor Home  
Truck Service Center

HOURS:  
Monday through Friday  
7:00am to 7:00pm  
Saturday  
7:00am to 5:00pm  
20337

CUSTOMER NO.	ADVISOR MIKE HILL	TAG NO. 1379	INVOICE DATE 06/08/17
	LABOR RATE	LICENSE NO.	MILEAGE 9,840
	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 C	SELLING DEALER NO. NOT USED	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 04/17/17
BUSINESS PHONE	COMMENTS		

MO: [REDACTED]

LABOR & PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
J# 1 31FOZ SUBLET ONLY BASE- PAINT IS COMING OFF THE DOOR JAM - BOTH REAR DOORS DI APPROVAL THIE729552						TECH(S):2758
PARTS-----				JOB # 1 TOTAL PARTS	0.00	
PARTS-----				JOB # 1 TOTAL LABOR & PARTS	0.00	
J# 2 72FOZ GENERAL REPAIR BASE- C/S ITT THE SYNC SCREEN WILL STAY BLANK VERIFIED CONCERN. RETRIEVED DTCS- NO CODES PRESENT. PERFORM APIM GUIDED ROUTINE PER WSM 415-00 SYMPTOM CHART. RVC CODE RP8QK1N7K4FYT. REPLACED AND PROGRAMMED APIM. PERFORM TOUCH SCREEN CALIBRATION AND VERIFIED REPAIR						TECH(S):2927
PARTS-----				JOB # 2 TOTAL PARTS	0.00	
PARTS-----				JOB # 2 TOTAL LABOR & PARTS	0.00	
J# 3 66FOZ*2013*M4L MAINTENANCE 4 LIFE GAS ENGINE --- MAINTENANCE FOR LIFE --- CHANGE OIL AND FILTER- ROTATE TIRES (EXCLUDES DUAL REAR WHEELS)- CHECK TIRE PRESSURES- VEHICLE INSPECTION. IN ACCORDANCE TO THE MANUFACTURER'S "NORMAL USE/ LESS SEVERE USE" SERVICE INTERVAL RECOMMENDATION LISTED IN THE OWNER'S MANUAL. MAINTENANCE 2013 & Newer-Maintenance for Life - Gas Only Gas only						TECH(S):2927
PARTS-----				JOB # 3 TOTAL PARTS	21.31	
PARTS-----				JOB # 3 TOTAL LABOR & PARTS	35.11	
J# 4 72FOZ-Q99P MULTIPOINT INSPECT Perform vehicle inspection - Note: This is a visual inspection only and does not include any disassembly of the vehicle or components. This is not intended to discover, and may not discover internal or hidden damage not detectable upon visual inspection. Your vehicle may have conditions that are not evident, present or noticed at the time of the inspection; and our report does not provide any guarantee or warranty regarding future breakdowns. MAINTENANCE SEE ATTACHED SHEET						TECH(S):2927

**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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CEL

ADVISOR <b>MIKE HILL</b>	TAG NO. <b>1379</b>	INVOICE DATE <b>06/08/17</b>
LABOR RATE	LICENSE NO.	MILEAGE <b>9,840</b>
YEAR / MAKE / MODEL <b>17/FORD TRUCK/EXPLORER/4DR 4WD SPORT</b>	COLOR <b>RUBY RED ME</b>	STOCK NO. <b>H170107</b>
VEHICLE I.D. NO. <b>1 F M 5 K 8 G T 3 H G A</b>	DELIVERY DATE <b>09/24/16</b>	DELIVERY MILES <b>60</b>
F.T.E. NO.	P.O. NO.	SELLING DEALER NO. <b>NOT USED</b>
		PRODUCTION DATE
BUSINESS PHONE	COMMENTS	MO:

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

J# 5+31FOZ-MISC MISC SUBLET TECH(S):2758 WARRANTY  
 Added Operation (1MIKEH @ 06/05/2017 08:19)  
 BASE- PAINT RUBBING THOUGH IN BOTH FRON DOOR JAM AREAS  
 THIE806862

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

J# 6+31FOZ-RENTAL RENTAL VEHICLE TECH(S):2758 WARRANTY  
 Added Operation (1MIKEH @ 06/05/2017 08:19)  
 RENTAL VEHICLE FOR CUSTOMER

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

J# 7+90FOZCJV COURTESY WASH/VAC TECH(S):8568 INTERNAL  
 Added Operation (1MIKEH @ 06/08/2017 09:29)  
 COURTESY WASH EXTERIOR, VACUUM INTERIOR AND CLEAN WINDOWS  
 COURTESY WASH DONE

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

SUBLET	PO#	VEND	INV#	INV.DATE	DESCRIPTION	WARRANTY
JOB # 6	1134534	50BAD0248	06/08/17	LOANER	LES TUTTLE	0.00
TOTAL - SUBLET						0.00

MISC	CODE	DESCRIPTION	CONTROL NO	PRICE
JOB # A	1HW	HAZARDOUS WASTE DISPOSAL		4.00
JOB # 3	H23M4L	M4L SHOP SUPPLIES		3.00
JOB # 3	HMFL	HTFLM MAINT FOR LIFE		-44.16
TOTAL - MISC				-37.16

COMMENTS  
 DROP OFF NIGHT BEFORE  
 RETURNED RENTAL 6/8/17 AT 2:27

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Blue Oval Certified



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[REDACTED]		[REDACTED]		CELL [REDACTED] 71
ADVISOR <b>MIKE HILL</b>	1379	TAG NO. [REDACTED]	INVOICE DATE <b>06/08/17</b>	[REDACTED]
LABOR RATE	LICENSE NO.	MILEAGE <b>9,840</b>	COLOR <b>RUBY RED ME</b>	STOCK NO. <b>H170107</b>
YEAR / MAKE / MODEL <b>17/FORD TRUCK/EXPLORER/4DR 4WD SPORT</b>			DELIVERY DATE <b>09/24/16</b>	DELIVERY MILES <b>60</b>
VEHICLE I.D. NO. <b>1 F M 5 K 8 G T 3 H C</b>		[REDACTED]	SELLING DEALER NO. <b>NOT USED</b>	PRODUCTION DATE
F.T.E. NO.	[REDACTED]	[REDACTED]	O. DATE <b>04/17/17</b>	[REDACTED]
BUSINESS PHONE	COMMENTS			MO: [REDACTED]

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....	13.80
TOTAL PARTS....	21.31
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	7.00
TOTAL MISC DISC	-44.16
TOTAL TAX.....	2.05
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

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CUSTOMER SIGNATURE \*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

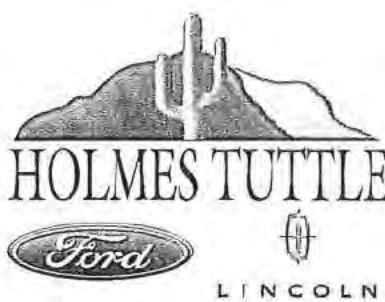


Elite/Oval Certified



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ADVISOR <b>MIKE HILL</b>		TAG NO. <b>1379</b>	INVOICE DATE <b>06/08/17</b>
LABOR RATE	LICENSE NO.	MILEAGE <b>9,840</b>	COLOR <b>RUBY RED ME</b>
YEAR / MAKE / MODEL <b>17/FORD TRUCK/EXPLORER/4DR 4WD SPORT</b>		DELIVERY DATE <b>09/24/16</b>	STOCK NO. <b>H170107</b>
VEHICLE I.D. NO. <b>1 F M 5 K 8 G T 3 H G</b>		SELLING DEALER NO. <b>NOT USED</b>	DELIVERY MILES <b>60</b>
F.T.E. NO.	P.O. NO.	P.O. DATE <b>04/17/17</b>	
BUSINESS PHONE	COMMENTS		

J# 1 31F0Z SUBLET ONLY TECH(S):2758 WARRANTY:  
 BASE- PAINT IS COMING OFF THE DOOR JAM - BOTH  
 REAR DOORS  
 DI APPROVAL THIE729552

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

J# 2 72F0Z GENERAL REPAIR TECH(S):2927 WARRANTY:  
 BASE- C/S ITT THE SYNC SCREEN WILL STAY BLANK  
 VERIFIED CONCERN. RETRIEVED DTCS- NO CODES PRESENT. PERFORM  
 APIM GUIDED ROUTINE PER WSM 415-00 SYMPTOM CHART. RVC CODE  
 RP8CK1N7K4FYT. REPLACED AND PROGRAMMED APIM. PERFORM TOUCH  
 SCREEN CALIBRATION AND VERIFIED REPAIR

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 2	1	AUDIO				
		HB5T14G371CAG				
				JOB # 2 TOTAL PARTS	0.00	
				JOB # 2 TOTAL LABOR & PARTS	0.00	

J# 3 66F0Z\*2013\*M4L MAINTENANCE 4 LIFE TECH(S):2927 13.80  
 GAS ENGINE --- MAINTENANCE FOR LIFE ---  
 CHANGE OIL AND FILTER- ROTATE TIRES (EXCLUDES DUAL REAR  
 WHEELS)- CHECK TIRE PRESSURES- VEHICLE INSPECTION.  
 IN ACCORDANCE TO THE MANUFACTURER'S "NORMAL USE/ LESS SEVERE  
 USE" SERVICE INTERVAL RECOMMENDATION LISTED IN THE OWNER'S  
 MANUAL.  
 MAINTENANCE  
 2013 & Newer-Maintenance for Life -- Gas Only Gas only

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 3	1	FL-500-S	FILTER ASY - O	8.45	4.39	4.39
JOB # 3	6	XO-5W30-QSP	MOTOR OIL 5W30	4.50	2.82	16.92
				JOB # 3-TOTAL PARTS	21.31	
				JOB # 3 TOTAL LABOR & PARTS	35.11	

J# 4 72F0Z 099? MULTIPoint INSPECT TECH(S):2927 INTERNAL  
 Perform vehicle inspection - Note: This is a visual  
 inspection only and does not include any disassembly of  
 the vehicle or components. This is not intended to  
 discover, and may not discover internal or hidden damage  
 not detectable upon visual inspection. Your vehicle may  
 have conditions that are not evident, present or noticed  
 at the time of the inspection; and our report does not  
 provide any guarantee or warranty regarding future  
 breakdowns.  
 MAINTENANCE  
 SEE ATTACHED SHEET

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 hereby are those of the manufacturer.  
 The seller hereby expressly disclaims  
 all warranties, either express or implied,  
 including any implied warranty of mer-  
 chantability 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  
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ADVISOR	MIKE HILL	TAG NO.	1379	INVOICE DATE	06/08/17
LABOR RATE	LICENSE NO.	MILEAGE	9,840	COLOR	RUBY RED ME
YEAR / MAKE / MODEL	17/FORD TRUCK/EXPLORER/4DR 4WD SPORT		DELIVERY DATE	09/24/16	STOCK NO.
VEHICLE I.D. NO.	1 F M 5 K 8 G T 3 H G		SELLING DEALER NO.	NOT USED	DELIVERY MILES
F.T.E. NO.			R.O. DATE	04/17/17	60
BUSINESS PHONE	COMMENTS		MO:		

QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
-----					
		JOB # 4 TOTAL PARTS			0.00
		JOB # 4 TOTAL LABOR & PARTS			0.00
-----					
5	+31FOZ-MISC	MISC SUBLET			TECH(S):2758
ed Operation (1MIKEH @ 06/05/2017 08:19)					
BASE- PAINT RUBBING THOUGH IN BOTH FRON DOOR JAM AREAS					
THIE806862					
-----					
5	+31FOZ-RENTAL	RENTAL VEHICLE			TECH(S):2758
ed Operation (1MIKEH @ 06/05/2017 08:19)					
RENTAL VEHICLE FOR CUSTOMER					
-----					
5	+90FOZCWW	COURTESY WASH/VAC			TECH(S):8568
ed Operation (1MIKEH @ 06/08/2017 09:29)					
COURTESY WASH EXTERIOR, VACUUM INTERIOR AND CLEAN WINDOWS					
COURTESY WASH DONE					
-----					
5	+90FOZCWW	COURTESY WASH/VAC			TECH(S):8568
ed Operation (1MIKEH @ 06/08/2017 09:29)					
COURTESY WASH EXTERIOR, VACUUM INTERIOR AND CLEAN WINDOWS					
COURTESY WASH DONE					
-----					
ET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
7	6	1134534	50BAD0248	06/08/17	LOANER
					TOTAL - SUBLET
					0.00
-----					
4	A	1HW		HAZARDOUS WASTE DISPOSAL	4.00
3	3	H23M4L		MAL-SHOP SUPPLIES	3.00
3	3	HMFL		HTFLM MAINT FOR LIFE	44.16
					TOTAL - MISC
					37.16

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ADVISOR <b>MIKE HILL</b>		TAG NO. <b>1379</b>	INVOICE DATE <b>06/08/17</b>	CELL
LABOR RATE	LICENSE NO.	MILEAGE <b>9,840</b>	COLOR <b>RUBY RED ME</b>	STOCK NO. <b>H170107</b>
YEAR / MAKE / MODEL <b>17/FORD TRUCK/EXPLORER/4DR 4WD SPORT</b>			DELIVERY DATE <b>09/24/16</b>	DELIVERY MILES <b>60</b>
VEHICLE I.D. NO. <b>1 F M 5 K 8 G T 3 H G</b>		SELLING DEALER NO. <b>NOT USED</b>		PRODUCTION DATE
F.T.E. NO.	R.O. DATE <b>04/17/17</b>			
BUSINESS PHONE	COMMENTS			MO:

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TOTAL LABOR...	13.80
TOTAL PARTS...	21.31
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	7.00
TOTAL MISC DISC	-44.16
TOTAL TAX.....	2.05
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

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CUSTOMER SIGNATURE  
\*\*\*\*\*  
DUPLICATE INVOICE \*\*\*\*\*





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[REDACTED]		ADVISOR <b>MIKE HILL</b>	1379	TAG NO. [REDACTED]	INVOICE DATE <b>07/08/17</b>	CELL [REDACTED]
[REDACTED]		LABOR RATE	LICENSE NO.	MILEAGE <b>14,868</b>	COLOR <b>RUBY RED ME</b>	STOCK NO. <b>H170107</b>
TUCSON, AZ [REDACTED]		YEAR / MAKE / MODEL <b>17/FORD TRUCK/EXPLORER/4DR 4WD SPORT</b>			DELIVERY DATE <b>09/24/16</b>	DELIVERY MILES <b>60</b>
[REDACTED]		VEHICLE I.D. NO. <b>1 F M 5 K 8 G T 3 H G [REDACTED]</b>			SELLING DEALER NO. <b>NOT USED</b>	PRODUCTION DATE
[REDACTED]		F.T.E. NO.			P.O. NO.	R.O. DATE <b>07/06/17</b>
[REDACTED]		BUSINESS PHONE				
[REDACTED]		COMMENTS				

MO: [REDACTED]

LABOR & PARTS

J# 1 72FOZ  
 GENERAL REPAIR TECH(S):7744 WARRANTY  
 BASE- BOTH FRONT DOOR WINDOWS SHUDDER WHEN ROLLING DOWN  
 VERIFIED CUSTOMER CONCERN FOUND BOTH FRONT WINDOWS SHUDDER  
 AT BEGINNING OF TRAVLE. FOUND WINDOWS HAVE EXESIVE FRONT TO  
 BACK PLAY.  
 REMOVED BOTH FRONT DOOR PANLES TO GAIN ACCESS. (START M TIME  
 REMOVED FRONT WINDOW RUN AND INSTALLED FOAM STRIPPS BEHIND  
 WINDOW RUN TO TAKE UP EXESIVE ROOM IN TRACK. REINSTALLED  
 WINDOW RUNS (STOP M TIME) REASSEMBLED VEHICLE. RETEST  
 OPERATIONS OK AT THIS TIME.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	4	164-R4900	FOAM PADS			
				JOB # 1 TOTAL PARTS	0.00	
				JOB # 1 TOTAL LABOR & PARTS	0.00	

J# 2 72FOZCUS2 GENERAL REPAIR TECH(S):2758 7744 WARRANTY  
 BASE- C/S SYNC SCREEN FAILED AND WAS INOP ONE TIME -  
 ADVISOR HAS EVIDENCE OF FAILURE TO FORWARD TO TECH  
 CND, NO DTC'S HAS LATEEST SOFTWARE. NO TSB'S OR SSM'S

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

J# 3 77FOZ EEC DRIVEABILITY TECH(S):7744 WARRANTY  
 BASE- C/S HAS HAD TWO INSTANCES OF A STRONG GASOLINE (NOT  
 EXHAUST) SMELL ONCE AFTER DRIVING 3 HOURS IN HIGH HEAT  
 CONDITIONS (DRIVING TO SHOW LOW) THE SECOND TIME THE VEHICLE  
 HAD BEEN DRIVEN 30 MINUTES AND WAS THEN IDLING IN A PARKING  
 LOT - ODOR WAS DETECTED BOTH IN THE VEHICLE AND AROUND IT  
 FIRST EPISODE THE TANK WAS 3/4 FULL AND THE SECOND IT WAS  
 1/2 FULL  
 RAN ENGINE AND BROUGHT VEHICLE TO OPERATING TEMPS, LET  
 VEHICLE RUN AND GET HOT IN SUN. INSPECTED FOR ANY SMELLS, NO  
 CONCERNS FOUND. RAN SELF TEST, NO DTCS FOUND. CHECKED FOR  
 ANY SIGNS OF FUEL LEKAS, NO CONCERNS FOUND. RAN OASIS, NO  
 SSM TSB OR FSA THAT RELATE TO THIS CONCERN.  
 UNABLE TO DUPLICATE CUSTOMER CONCERN VEHICLE IS OK AT THIS  
 TIME.  
 SENT OUT HOTLINE REQUEST(WAITING TO HEAR BACK)

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

J# 4 72FOZ-Q99P MULTIPOINT INSPECT TECH(S):7744 INTERNAL

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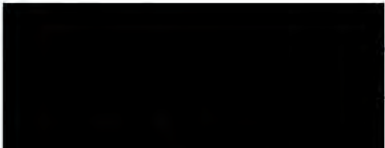
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CELL

ADVISOR <b>MIKE HILL</b>	1379	TAG NO.	07/08/17	INVOICE DATE	
LABOR RATE	LICENSE NO.	MILEAGE	14,868	COLOR	RUBY RED ME
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		SELLING DEALER NO.	NOT USED	DELIVERY MILES 60
F.T.E. NO.	P.O. NO.		R.O. DATE	07/06/17	PRODUCTION DATE
PHONE	COMMENTS				MO:

TUCSON, AZ 85705-8551



Inspection - Note: This is a visual inspection only and does not include any disassembly of the vehicle or components. This is not intended to discover, and may not discover internal or hidden damage not detectable upon visual inspection. Your vehicle may have conditions that are not evident, present or noticed at the time of the inspection; and our report does not provide any guarantee or warranty regarding future breakdowns.  
MAINTENANCE  
SEE ATTACHED SHEET

**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.

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

J# 5 90FOZCW COURTESY WASH/VAC TECH(S):8568 INTERNAL  
COURTESY WASH EXTERIOR, VACUUM INTERIOR AND CLEAN WINDOWS

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

J# 6+31FOZ SUBLET ONLY TECH(S):2758 WARRANTY  
Added Operation (2ANNAT @ 07/12/2017 16:18)  
PAINT IMPERFECTION ON LT AND RT REAR QRT PANELS  
SUBLET TO BODYSHOP, INVOICE 911618 TOTAL 481.57  
AUTH CODE THIE014894  
PREP AND REFINISH LT AND RT QURT PANELS.  
P28 1.5 X 2 / P28D 1.2 / P101 .5  
SUBLET TO BODY SHOP INVOICE 911618  
AUTH CODE THIE014894  
TOTAL \$481.57

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

SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION	WARRANTY
JOB # 6	1136517	911618	07/12/17	REPAINT QTR PANELS		0.00
					TOTAL - SUBLET	0.00

COMMENTS  
(BC)07/07/17 17:34  
DELETED OPERATION(S)  
31FOZ SUBLET ONLY

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Truck Service Center

HOURS:  
Monday through Friday  
7:00am to 7:00pm  
Saturday  
7:00am to 5:00pm  
20337

[REDACTED]		ADVISOR <b>MIKE HILL</b>	TAG NO. <b>1379</b>	INVOICE DATE <b>07/08/17</b>	CELL [REDACTED]
LABOR RATE	LICENSE NO.	MILEAGE <b>14,868</b>	COLOR <b>RUBY RED ME</b>	STOCK NO. <b>H170107</b>	
YEAR / MAKE / MODEL <b>17/FORD TRUCK/EXPLORER/4DR 4WD SPORT</b>			DELIVERY DATE <b>09/24/16</b>	DELIVERY MILES <b>60</b>	
VEHICLE I.D. NO. <b>1 F M 5 K 8 G T 3 H G</b>			SELLING DEALER NO. <b>NOT USED</b>	PRODUCTION DATE	
F.T.E. NO.		P.O. NO.	R.O. DATE <b>07/06/17</b>		
BUSINESS PHONE		COMMENTS			MO: [REDACTED]

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
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

**DISCLAIMER OF WARRANTIES**  
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**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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ADVISOR <b>MIKE HILL</b>	TAG NO. <b>1379</b>	INVOICE DATE <b>08/25/17</b>	CELL [REDACTED]
LABOR RATE	LICENSE NO.	MILEAGE <b>15,936</b>	COLOR <b>RUBY RED ME</b>
YEAR / MAKE / MODEL <b>17/FORD TRUCK/EXPLORER/4DR 4WD SPORT</b>	DELIVERY DATE <b>09/24/16</b>	STOCK NO. <b>H170107</b>	DELIVERY MILES <b>60</b>
VEHICLE I.D. NO. <b>1 F M 5 K 8 G T 3 H C</b>	SELLING DEALER NO. <b>NOT USED</b>	PRODUCTION DATE	
F.T.E. NO.	P.O. NO.	R. O. DATE <b>07/19/17</b>	
BUSINESS PHONE	COMMENTS		MO: [REDACTED]

J# 1 72FOZ GENERAL REPAIR TECH(S):7744 INTERNAL  
 REPLACE DAMAGED FOB  
 NEW FOB IN CUPHOLDER - PER TF - DAMAGED ONE IS BLISTERED  
 CLEARED ALL KEYS AND PROGRAMMED GOOD KEYS TO VEHICLE.  
 SECOND KEY IN CUP HOLDER. OK AT THIS TIME.

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

J# 2+72FOZCUS1 GENERAL REPAIR TECH(S):7744 WARRANTY  
 Added Operation (1MIKEH @ 07/28/2017 07:12)  
 BASE- C/S SMEELLS OF EXHAUST INSIDE VEHICLE AFTER EXTENDED  
 DRIVE AT FREEWAY SPEEDS OR EXTENDED IDLE  
 VERIFIED CUSTOMER CONCERN RAN OASIS AND FOUND TSB 17-0044  
 THAT COVERS THIS CONCERN.  
 (START M TIME) FOLLOWING THE WSM AND TSB INSTRUCTIONS  
 PERFORMED SYSTEM CALIBRATION UPDATES. REMOVED NECESSARY TRIM  
 PANLES, BUMPER, AND SPOILER. INSTALLED NEW AIR EXTRATOR  
 VENTS AND APPLIED SEAM SEAL TO SPECIFIED AREAS. TAPED OFF  
 BODY HOLES, PRESSUREIZED CABIN AND USING SOAPY WATER  
 INSPECTED FOR LEAKS. APPLIED SEAM SEALER TO LEAKING AREAS  
 AND LET SIT. RECHECKED FOR LEAKS, NO MORE LEAKS FOUND.  
 REASSEMBLED VEHICLE, TEST DROVE, RECHECKED OK AT THIS TIME.  
 (STOP M TIME)

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
JOB # 2	1	TA-2-B	ADHESIVE			WARRANTY
JOB # 2	2	BB5Z-61280B62-B	GRILLE ASY - V			WARRANTY
JOB # 2	2	4MBZ-54280B62-A	VALVE ASY - AU			WARRANTY
JOB # 2	1	FB5Z-7829164-AA	MOULDING			WARRANTY
JOB # 2	1	FB5Z-7829165-AA	MOULDING			WARRANTY
JOB # 2 TOTAL PARTS						0.00
JOB # 2 TOTAL LABOR & PARTS						0.00

J# 3+66FOZ-FLATREPR REPAIR FLAT TIRE(S) TECH(S):8313 INTERNAL  
 Added Operation (1MIKEH @ 07/28/2017 07:12)  
 REPAIR FLAT TIRE  
 LR TIRE LOOSING AIR  
 NAIL IN RL TIRE IS LEAKING  
 TIRE WAS REPAIRED  
 APPROVED REPAIR PROCEDURES AND PRODUCTS.  
 PATCH TYPE USED: PATCH RUBBER PILOT WIRE PATCH PLUG

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

J# 4+72FOZ-Q99P MULTIPPOINT INSPECT TECH(S):7744 INTERNAL  
 Added Operation (1MIKEH @ 07/28/2017 07:12)

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**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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20337

[REDACTED]  
TUCSON, AZ [REDACTED]

[REDACTED]  
BUSINESS PHONE [REDACTED]

ADVISOR <b>MIKE HILL</b>		TAG NO. <b>1379</b>	INVOICE DATE <b>08/25/17</b>	CELL [REDACTED]
LABOR RATE	LICENSE NO.	MILEAGE <b>15,936</b>	COLOR <b>RUBY RED ME</b>	STOCK NO. <b>H170107</b>
YEAR / MAKE / MODEL <b>17/FORD TRUCK/EXPLORER/4DR 4WD SPORT</b>		DELIVERY DATE <b>09/24/16</b>	DELIVERY MILES <b>60</b>	
VEHICLE I.D. NO. <b>1 F M 5 K 8 G T 3 H</b>		SELLING DEALER NO. <b>NOT USED</b>	PRODUCTION DATE	
F.T.E. NO.		MO. DATE <b>07/19/17</b>	MO: [REDACTED]	
BUSINESS PHONE		COMMENTS		

Perform vehicle inspection - Note: This is a visual inspection only and does not include any disassembly of the vehicle or components. This is not intended to discover, and may not discover internal or hidden damage not detectable upon visual inspection. Your vehicle may have conditions that are not evident, present or noticed at the time of the inspection; and our report does not provide any guarantee or warranty regarding future breakdowns.  
MAINTENANCE  
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PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 4 TOTAL PARTS				0.00	
JOB # 4 TOTAL LABOR & PARTS				0.00	

J# 5+66F0ZFORDWASH COMP VEH WASH TECH(S):7730 INTERNAL  
Added Operation (1MIKEH @ 08/23/2017 15:18)  
COURTESY WASH EXTERIOR, VACUUM INTERIOR AND CLEAN WINDOWS  
WASH EXTERIOR, VACCUM INTERIOR AND CLEAN WINDOWS.

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

COMMENTS  
(BC)08/24/17 12:57

**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.

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
<b>TOTAL INVOICE \$</b>		<b>0.00</b>

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CUSTOMER SIGNATURE \*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*





ADVISOR <b>MIKE HILL</b>	TAG NO. <b>1379</b>	INVOICE DATE <b>10/20/17</b>	CELL
LABOR RATE	LICENSE NO.	MILEAGE <b>18,925</b>	COLOR <b>RUBY RED ME</b>
YEAR / MAKE / MODEL <b>17/FORD TRUCK/EXPLORER/4DR 4WD SPORT</b>	DELIVERY DATE <b>09/24/16</b>	STOCK NO. <b>H170107</b>	DELIVERY MILES <b>60</b>
VEHICLE I.D. NO. <b>1 F M 5 K 8 G T 3 H G</b>	SELLING DEALER NO. <b>NOT USED</b>	PRODUCTION DATE	
F. T. E. NO.	P. O. NO.	R. O. DATE <b>10/09/17</b>	
BUSINESS PHONE	COMMENTS		

TUCSON, AZ

MO:

LABOR & PARTS	DESCRIPTION	TECH(S)	WARRANTY
J# 1 72FOZ	GENERAL REPAIR BASE- C/S STILL HAS EXHAUST ODOR IN THE CAB (CUST NOTED HAS MORE OF ROTTEN EGG ODOR THAN IT USED TO TEST DROVE VEHICLE MULTIPLE TIME, UNDER MANY DIFFERENT CONDITIONS. NO CONCERNS FOUND. CUSTOMER IS TAKING VEHICLE AS IS. OK AT THIS TIME.	:7744	
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-			
			JOB # 1 TOTAL PARTS 0.00
			JOB # 1 TOTAL LABOR & PARTS 0.00
J# 2 72FOZCUS2	GENERAL REPAIR BASE- REMOTE START IS ITT INOP TEST OPERATIONS OF SYSTEM MULTIPLE TIMES, NO CONCERNS FOUND. RAN SELF TEST, NO DTCS FOUND. RAN OASIS, NO SSM TSB OR FSA THAT RELATE TO THIS CONCERN. CONTINUED OPERATION TESTING DURING VISIT, UNABLE TO DUPLICAT CUSTOMER CONCERN VEHICLE IS OK AT THIS TIME.	:7744	
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-			
			JOB # 2 TOTAL PARTS 0.00
			JOB # 2 TOTAL LABOR & PARTS 0.00
J# 3 66FOZ*1*M4LGAS	MAINTENANCE 4 LIFE GAS ENGINE --- MAINTENANCE FOR LIFE --- INCLUDES LUBE, OIL AND FILTER CHANGE AND TIRE ROTATION... PLEASE ISSUE LOF REMINDER STICKER FOR 5,000 MILES MAINTENANCE PERFORMED LUBE, OIL AND FILTER CHANGE PERFORMED TIRE ROTATION	:7744	
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-			
JOB # 3	1	FL-500-S	FILTER ASY - 0 8.45 4.39
JOB # 3	6	XO-5W30-QSP	MOTOR OIL 5W30 4.50 2.90
			JOB # 3 TOTAL PARTS 21.79
			JOB # 3 TOTAL LABOR & PARTS 33.79
J# 4 31FOZ	SUBLET ONLY BASE- PAINT ON DOOR JAMS WEARING - SPOTS ON ALL 4 DOORS SCRATCHES DUE TO DEBRIS ON WEATHER SEALS AND DOOR MOVEMENT	:2758	
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-			
			JOB # 4 TOTAL PARTS 0.00
			JOB # 4 TOTAL LABOR & PARTS 0.00
J# 5 72FOZ-Q99P	MULTIPOINT INSPECT	:7744	INTERNAL

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**LIMITED WARRANTY**  
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Saturday  
7:00am to 5:00pm  
20337

[REDACTED]		ADVISOR <b>MIKE HILL</b>	1379	TAG NO. [REDACTED]	INVOICE DATE <b>10/20/17</b>	[REDACTED]
[REDACTED]		LABOR RATE	LICENSE NO.	MILEAGE <b>18,925</b>	COLOR <b>RUBY RED ME</b>	STOCK NO. <b>H170107</b>
[REDACTED]		YEAR / MAKE / MODEL <b>17/FORD TRUCK/EXPLORER/4DR 4WD SPORT</b>			DELIVERY DATE <b>09/24/16</b>	DELIVERY MILES <b>60</b>
TUCSON, AZ [REDACTED]		VEHICLE I.D. NO. <b>1 F M 5 K 8 G T 3 H G [REDACTED]</b>			SELLING DEALER NO. <b>NOT USED</b>	PRODUCTION DATE
[REDACTED]		F.T.E. NO.	P.C. NO.	R.O. DATE <b>10/09/17</b>		
[REDACTED]		TELEPHONE	COMMENTS			

MO: [REDACTED]

Perform vehicle inspection - Note: This is a visual inspection only and does not include any disassembly of the vehicle or components. This is not intended to discover, and may not discover internal or hidden damage not detectable upon visual inspection. Your vehicle may have conditions that are not evident, present or noticed at the time of the inspection; and our report does not provide any guarantee or warranty regarding future breakdowns.  
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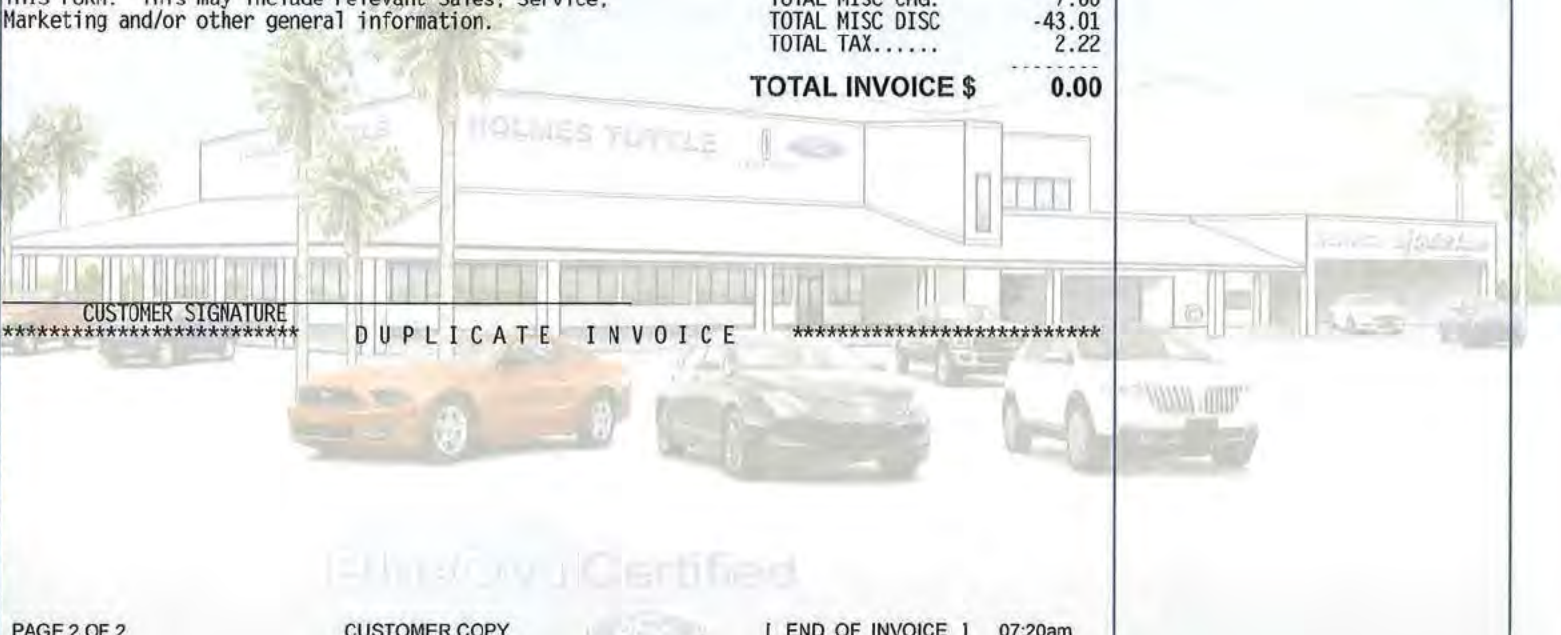
PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
					JOB # 5 TOTAL PARTS	0.00
					JOB # 5 TOTAL LABOR & PARTS	0.00
MISC	CODE	DESCRIPTION		CONTROL NO		
JOB # A	1HW	HAZARDOUS WASTE DISPOSAL				4.00
JOB # 3	H23M4L	M4L SHOP SUPPLIES				3.00
JOB # 3	HMFL	HTFLM MAINT FOR LIFE				-43.01
					TOTAL - MISC	-36.01

**LIMITED WARRANTY**  
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The Tuttle-Click Automotive Group would like your permission to contact you using the phone number that you provided.		TOTAL LABOR....	12.00
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 PARTS....	21.79
		TOTAL SUBLET...	0.00
		TOTAL G.O.G....	0.00
		TOTAL MISC CHG.	7.00
		TOTAL MISC DISC	-43.01
		TOTAL TAX.....	2.22
		<b>TOTAL INVOICE \$</b>	<b>0.00</b>

CUSTOMER SIGNATURE  
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DUPLICATE INVOICE \*\*\*\*\*



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 Saturday  
 7:00am to 5:00pm  
 20337

ADVISOR <b>MIKE HILL</b>		1379	TAG NO	INVOICE DATE <b>12/09/17</b>	CELL
LABOR RATE	LICENSE NO.	MILEAGE <b>19,965</b>	COLOR <b>RUBY RED ME</b>	STOCK NO. <b>H170107</b>	
YEAR / MAKE / MODEL <b>17/FORD TRUCK/EXPLORER/4DR 4WD SPORT</b>			DELIVERY DATE <b>09/24/16</b>	DELIVERY MILES <b>60</b>	
VEHICLE I.D. NO. <b>1 F M 5 K 8 G T 3 H G</b>			SELLING DEALER NO. <b>OT USED</b>	PRODUCTION DATE	
F.T.E. NO.	P.O. NO.	R.O. DATE <b>11/07/17</b>			
BUSINESS PHONE	COMMENTS		MO:		

30N & PARTS  
 1 72F0Z - GENERAL REPAIR TECH(S):7744 WARRANTY:

BASE- C/S STILL GETTING EXHAUST SMELL INSIDE CABIN OF VEHICLE - CUST FIGURED OUT HOW TO DUPLICATE IN SHOP - BLOCK TAILPIPE WITH SHOP RAGS - STARTED ENGINE AND REVED UP TO 1500-2000 RPM WITH A/C ON VENT - COULD THEN SMELL INSIDE CABIN (DOES ALSO DUPLICATE WHEN DRIVING DURING HIGH THROTTLE OPERATION)  
 TEST DROVE VEHICLE TWICE W/SERVICE MANAGER. NO EXHAUST ODOR CONCERNS FOUND. REMOVED REAR BUMPER COVER TAPED OFF REAR OF VEHICLE AND PRESSIZED CABIN. USING SOAPY WATER SPRAY DOWN HATCH AND BUMPER AREAS, NO COCNERNS FOUND. NOTICED AIR COULD BE FELT ESCAPING FROM PINCH STRIP SENSORS ON REAR HATCH WHERE HANESS ENTERS TAILGATE  
 REMOVED BOTH PINCH STRIP SENSORS APPLIED SEAM SEALER TO AFFECTED AREAS ON SENSOR TO TAILGATE MATTING. INSTALLED LIFTGATE INNER TRIM PANLE SEAL KIT IN ORDER OF HELP PREVENT AIR LEAKS. REASSEMBLED VEHICLE, TEST DROVE VEHICLE AGAIN. NO CONCERNS FOUND.  
 ALSO, PLUGGED EXHAUST AT TAIL PIPES AND INSPECTED SYSTEM FOR LEAKS PER CUSTOMER'S OWN TEST AND FOUND EXHAUST ONLY TO LEAK AT FACTORY DRAINS IN EXHAUST SYSTEM - NO PROBLEM FOUND AT THIS TIME

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RTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
B # 1	2	CK4Z-13014-B	INSULATOR - TU			0.00
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

2 72F0Z-Q99P MULTIPOINT INSPECT TECH(S):7744 INTERNAL:  
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 MAINTENANCE  
 SEE ATTACHED SHEET

RTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
						0.00
				JOB # 2 TOTAL PARTS		0.00
				JOB # 2 TOTAL LABOR & PARTS		0.00

3 72F0ZCUG6 GENERAL REPAIR TECH(S):7744 WARRANTY:  
 ded Operation (1MIKEH @ 11/13/2017 12:30)  
 ONP - EXHAUST ODOR  
 RAN OASIS AND FOUND FSA 17N03 THAT COVERS THIS CONCERN. INSTALLED FOIL BACKED PATCHES AND PERFORMED INSPECTIONS AND CALIBRATION UPDATES, OK AT THIS TIME.

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Medium Duty/Motor Home  
Truck Service Center

HOURS:  
Monday through Friday  
7:00am to 7:00pm  
Saturday  
7:00am to 5:00pm  
20337



CELL

ADVISOR <b>MIKE HILL</b>	TAG NO. 1379	INVOICE DATE 12/22/17	
LABOR RATE	LICENSE NO.	MILEAGE 20,728	COLOR RUBY RED ME
YEAR / MAKE / MODEL 17/FORD TRUCK/EXPLORER/4DR 4WD SPORT	DELIVERY DATE 09/24/16	STOCK NO. H170107	DELIVERY MILES 60
VEHICLE I.D. NO. 1 F M 5 K 8 G T 3 H G	SELLING DEALER NO. NOT USED	PRODUCTION DATE	
F.T.E. NO.	P.O. NO.	R.O. DATE 12/11/17	
SS PHONE	COMMENTS		

TUCSON, AZ 85705-8551



MO:

J# 1 72FOZ GENERAL REPAIR TECH(S):7744 INTERNAL

BASE- C/S STILL HAS ITT EXHAUST OR BURNING PLASTIC ODOR WHEN DRIVING THE VEHICLE  
UNABLE TO DUPLICATE CUSTOMER'S CONCERN AT THIS TIME  
TECHNICIAN AND SERVICE MANAGER DROVE TOGETHER BUT WERE UNABLE TO DUPLICATE CONCERN. PRO LABS CARBON DIOXIDE TESTER INSTALLED IN THE CARGO AREA OF THE VEHICLE. VEHICLE ROAD TESTED MULTIPLE TIMES AND TESTER CHECKED.  
UNABLE TO DUPLICATE ODOR AND TESTER HAS NOT PICKED UP ANY CARBON DIOXIDE IN THE VEHICLE. TESTER LEFT IN VEHICLE FOR CUSTOMER TO CHECK WHEN THEY SMELL ODOR AND ADVISE.  
JASON DAVIS SPOKE AGAIN WITH CUSTOMER 12/21, CUST NOTED THAT WHEN SHE LASTED NOTED ODOR SHE WAS CRUISING ON THE FREEWAY WHEN AN ODOR LIKE BLOWN OUT CANDLES WAS NOTICED, SHE HAD HER SHOP INSPECT VEHICLE AND NOTICED SMELL UNDER D-SIDE OF ENGINE BUT WORSE NEAR RT REAR TAIL PIPE. JASON ROAD TESTED AGAIN TO SIMULATE THIS SCENARIO BUT STILL UNABLE TO DUPLICATE. CUST CONTACTED AND DECIDED TO PICK VEHICLE UP AT THIS TIME.  
NOTE: PRO LABS CARBON DIOXIDE DETECTOR BUTTON LEFT IN REAR CARGO AREA FOR CUSTOMER'S FUTURE USE. BUTTON HAS 3 MONTH LIFE - INSTALLED APPROX 12/13

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 72FOZ-Q99P MULTIPOINT INSPECT TECH(S):7744 INTERNAL

NO WORK PERFORMED ON THIS LINE

JOB # 2 TOTAL LABOR & PARTS 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.

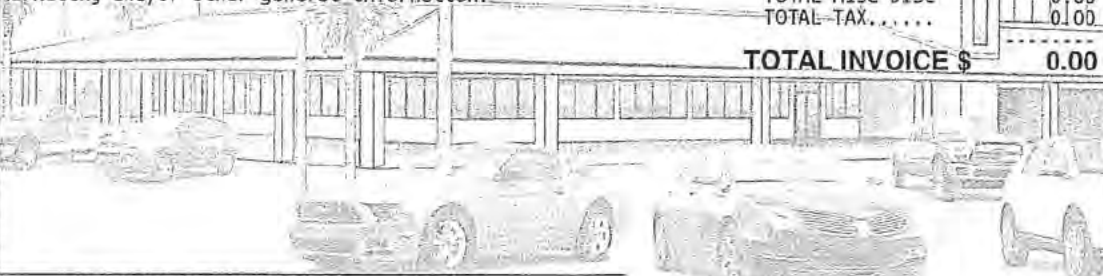
TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00

**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.

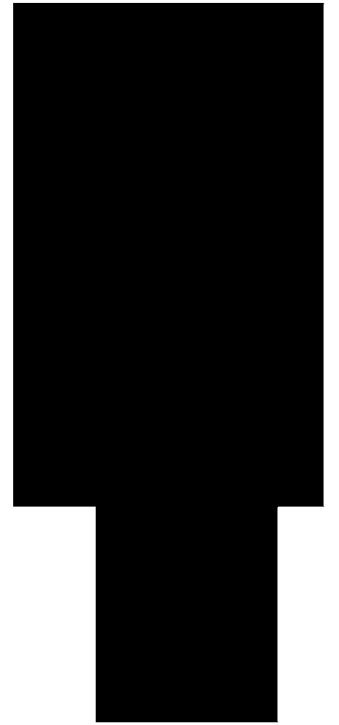
©2008 The Reynolds and Reynolds Company. All Rights Reserved. EPRANTIVE: GO502783 Q (08/16)



CUSTOMER SIGNATURE

**PAID**  
DEC 21 2017

BY: *AC*



# THE NITA LEMON LAW FIRM

3055 Wilshire Boulevard, Suite 1200 | Los Angeles, CA 90010 | Tel. 213.232.5055 | Fax 213.402.8444

Email: [Nick@NitaLemonLaw.com](mailto:Nick@NitaLemonLaw.com)  
[www.NitaLemonLaw.com](http://www.NitaLemonLaw.com)

January 3, 2018

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

Re: [REDACTED] FORD MOTOR COMPANY  
2017 Ford Explorer- VIN: 1FM5K7D85HG [REDACTED]  
Notification pursuant to the Song-Beverly Warranty Act

Dear Sir / Madam:

Please be advised that this law office represents Mr. [REDACTED] regarding the purchase of a 2017 Ford Explorer, vehicle identification number VIN: 1FM5K7D85HG [REDACTED]. Please direct any and all future correspondence directly to my office.

This letter shall constitute formal notice to Ford Motor Company pursuant to the Song-Beverly Warranty Act, the Magnuson-Moss Warranty Act, and all other applicable consumer goods and warranty laws that the subject vehicle has had defects that have substantially impaired the use, value or safety to my client and further that the subject vehicle did not have the quality that a buyer would reasonably expect.

This letter shall also constitute a formal demand that Ford Motor Company comply with their statutory obligations under the Song-Beverly Warranty Act and repurchase the subject vehicle pursuant to the applicable California lemon laws. Specifically, my client is requesting that you comply with paragraph (2) of subdivision (d) of Section 1793.2 and Section 1794 of the California Civil Code by promptly making restitution to them in accordance with the California lemon laws.

In order to assist you to promptly evaluate my client's lemon law claim, I have enclosed the following documents:

- Repair history on the subject vehicle;
- Purchase Contract.

A full and complete repair history on the subject vehicle, including all repair orders and invoices under the factory warranty, are in the possession of Ford Motor Company and their authorized repairing dealer.

January 3, 2018

Page 2 of 2

A quick review of the repair history shows that within the subject vehicle has been out of service for an excessive, unreasonable number of days for several non-conformities including smells of exhaust fumes within cabin, faulty windows, and a carbon monoxide recall.

The nonconformities continue to exist and to substantially impair the value, use and safety to my client, as further evidenced by the failed ongoing repair attempts.

The limited written warranty that accompanied the purchase of the subject vehicle provides in part that Ford Motor Company or their authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company have been unable to service or repair the subject vehicle to conform to the applicable express warranties after a reasonable number of attempts, as evidenced among other things by the repair history on the subject vehicle:

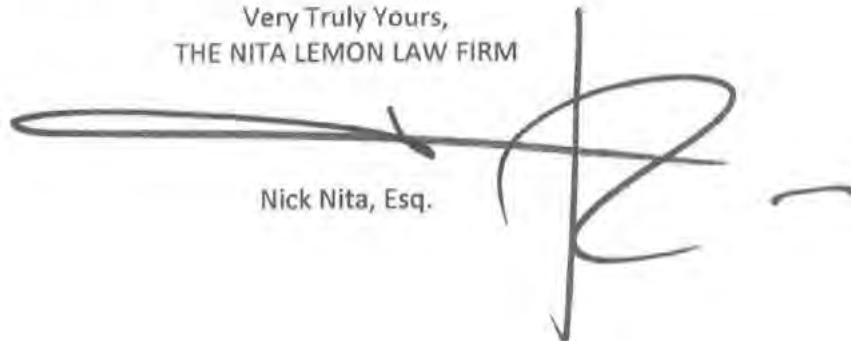
Further, the subject vehicle did not have the quality that a buyer in my client's situation would reasonably expect because the subject vehicle did not perform as promised, did not and could not pass without objection in the trade under the warranty description, did not match the quality of the similar goods, and/or otherwise was not fit for the ordinary purposes for which it was intended. By way of example, and not by way of limitation, the defects, malfunctions, mis-adjustments, and/or non-conformities with my client's vehicle include: smells of exhaust fumes within cabin, faulty windows, and a carbon monoxide recall.

Based on the above, my client requests that Ford Motor Company promptly repurchase their vehicle, refund all their money and pay statutory damages, including incidentals and attorney fees, pursuant to the Song-Beverly Warranty Act.

Thank you for your prompt attention to this matter. I look forward to hearing from you within 30 days of this notification.

Very Truly Yours,  
THE NITA LEMON LAW FIRM

Nick Nita, Esq.

A handwritten signature in black ink, appearing to be "Nick Nita", written over the typed name. The signature is stylized with a large, sweeping horizontal stroke and a vertical line that loops around.

**LAW 553-CA-e 7/16**

**RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE**

Dealer Number           N/A           Contract Number           N/A           R.O.S. Number           N/A           Stock Number           N/A          

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address)
Buena Park, CA	Buena Park, CA	THEODORE ROBINS FORD 2060 HARBOR BOULEVARD PO BOX 5055 COSTA MESA, CA 92628

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 all pages of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
New	2017	Ford Explorer	4	1FM5K7D85HG	Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$1,000.00 is
2.90 %	\$ 3,866.41 (e)	\$ 42,011.99 (e)	\$ 45,878.40 (e)	\$ 46,878.40 (e)
(e) means an estimate				

YOUR PAYMENT SCHEDULE WILL BE:		
Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
One Payment of	N/A	N/A
72 Payments	\$ 637.20	Monthly beginning 01/11/2017
N/A	N/A	N/A
One final payment	N/A	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. Prepayment. If you pay early, you may be charged a minimum finance charge. 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, minimum finance charges, and security interest.

STATEMENT OF INSURANCE		
NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.		
Vehicle Insurance		
	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
N/A	N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A
UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.		
You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.		
Buyer X A		
Co-Buyer X		
Seller X A		

True and Accurate Completed Copy - UCC Non-Authentic Copy

True and Accurate Completed Copy - UCC Non-Authentic Copy

AUTO BROKER FEE DISCLOSURE	
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:	
<input type="checkbox"/> Name of autobroker receiving fee, if applicable: N/A	

**ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)**

**1. Total Cash Price**

A. Cash Price of Motor Vehicle and Accessories \$ 36,623.00 (A)

1. Cash Price Vehicle \$ 36,623.00

2. Cash Price Accessories \$ N/A

3. Other (Nontaxable)  
Describe N/A \$ N/A  
Describe N/A \$ N/A

B. Document Processing Charge (not a governmental fee) \$ 80.00 (B)

C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)

D. (Optional) Theft Deterrent Device(s)

1. (paid to) N/A \$ N/A (D1)

2. (paid to) N/A \$ N/A (D2)

3. (paid to) N/A \$ N/A (D3)

E. (Optional) Surface Protection Product(s)

1. (paid to) N/A \$ N/A (E1)

2. (paid to) N/A \$ N/A (E2)

F. EV Charging Station (paid to) N/A \$ N/A (F)

G. Sales Tax (on taxable items in A through F) \$ 2,936.24 (G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) CVR \$ 29.00 (H)

I. (Optional) Service Contract(s)

1. (paid to) Ford Extended Service Coverage \$ 2,995.00 (I1)

2. (paid to) N/A \$ N/A (I2)

3. (paid to) N/A \$ N/A (I3)

4. (paid to) N/A \$ N/A (I4)

5. (paid to) N/A \$ N/A (I5)

J. Prior Credit or Lease Balance (e) paid by Seller to  
Vehicle 1 N/A Vehicle 2 N/A \$ N/A (J)  
(see downpayment and trade-in calculation)

K. (Optional) Debt Cancellation Agreement \$ N/A (K)

L. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (L)

M. Other (paid to) N/A \$ N/A (M)  
For N/A

N. Other (paid to) N/A \$ N/A (N)  
For N/A

**Total Cash Price (A through N)** \$ 42,663.24 (1)

**2. Amounts Paid to Public Officials**

A. Vehicle License Fees \$ 273.00 (A)

B. Registration/Transfer/Titling Fees \$ 46.00 (B)

C. California Tire Fees \$ 8.75 (C)

D. Other STATE \$ 1.00 (D)

**Total Official Fees (A through D)** \$ 328.75 (2)

**3. Amount Paid to Insurance Companies**  
(Total premiums from Statement of Insurance) \$ N/A (3)

4.  State Emissions Certification Fee or  State Emissions Exemption Fee \$ 20.00 (4)

5. Subtotal (1 through 4) \$ 43,011.99 (5)

**6. Total Downpayment**

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)) \$ N/A (A)  
Vehicle 1 \$ N/A Vehicle 2 \$ N/A

B. Total Less Prior Credit or Lease Balance (e) \$ N/A (B)  
Vehicle 1 \$ N/A Vehicle 2 \$ N/A

C. Total Net Trade-In (A-B) (Indicate if negative number) \$ N/A (C)  
Vehicle 1 \$ N/A Vehicle 2 \$ N/A

D. Deferred Downpayment Payable to Seller \$ N/A (D)

E. Manufacturer's Rebate \$ 1,000.00 (E)

F. Other N/A \$ N/A (F)

G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ N/A (G)

**Total Downpayment (C through G)** \$ 1,000.00 (6)  
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J above)

**7. Amount Financed (5 less 6)** \$ 42,011.99 (7)

**OPTIONAL SERVICE CONTRACT(S)** You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 11.

11 Company Ford Extended Service Coverage  
Term 72 Mos. or 100000 Miles

12 Company N/A  
Term N/A Mos. or N/A Miles

13 Company N/A  
Term N/A Mos. or N/A Miles

14 Company N/A  
Term N/A Mos. or N/A Miles

15 Company N/A  
Term N/A Mos. or N/A Miles

Buyer X B

**OPTIONAL DEBT CANCELLATION AGREEMENT.** A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1K of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A  
Debt Cancellation Agreement

I want to buy a debt cancellation agreement.

Buyer Signs X C N/A

**Trade-In Vehicle(s)**

**1. Vehicle 1**  
Year N/A Make N/A  
Model N/A Odometer N/A  
VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property Being Traded-In (a-b) \$ 0.00

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

**2. Vehicle 2**  
Year N/A Make N/A  
Model N/A Odometer N/A  
VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property Being Traded-In (a-b) \$ 0.00

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

**Total Agreed Value of Property Being Traded-In (1c+2c)** \$ N/A\*

**Total Prior Credit or Lease Balance (1d+2d)** \$ N/A\*

**Total Net Trade-In (1e+2e)** \$ N/A\*  
(\*See item 6A-6C in the Itemization of Amount Financed)

OPTION:  You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A.

SELLER'S INITIALS N/A

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

**Trade-In Payoff Agreement:** Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X D

N/A

Co-Buyer Signature X D

N/A

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X [Redacted]

Co-Buyer Signs X E

**SELLER'S RIGHT TO CANCEL.** If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X [Redacted]

Co-Buyer X [Redacted]

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

**WARNING:**

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X G [Signature]

X G [Signature]

**Electronic Contracting and Signature Acknowledgment.** You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

**CREDIT DISABILITY INSURANCE NOTICE  
CLAIM PROCEDURE**

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

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True and Accurate Completed Copy - UCC Non-Authoritative Copy

CUSTOMER #:



\*INVOICE\*

2060 HARBOR BOULEVARD  
P.O. BOX 5055  
COSTA MESA, CA 92628-5055  
www.robinsford.com  
PHONE: (949) 642-0010  
FAX: (949) 645-3833

BUENA PARK, CA

PAGE 1

HOME:

BUS:

CELL:

SERVICE ADVISOR: 7151 ANDREW JONES

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SHADOW BLA	17	FORD EXPLORER	1FM5K7D85HG		4162/4162		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV16 IS							
27NOV16 DD	13JUN16		WAIT 06MAY17		140.00	CASH	06MAY17
R.O. OPENED	READY	OPTIONS:					
10:20 06MAY17	10:50 06MAY17	ENG:3.5L TI-VCT V6 ENGINE TRN:6-SPEED AUTO TRANSMISSION					

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

A PERFORMED MULTI POINT INSPECTION, PERFORM FREE ALIGNMENT CHECK, TEST BATTERY CONDITION, MEASURE TIRE LIFE, PLEASE SEE YOUR MPI SHEET FOR DETAILED RESULTS.

CAUSE: MULTI POINT INSPECTION

99P PERFORMED MULTI POINT INSPECTION, PERFORM FREE ALIGNMENT CHECK, TEST BATTERY CONDITION, MEASURE TIRE LIFE, PLEASE SEE YOUR MPI SHEET FOR DETAILED RESULTS.

7330 ICWO

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

\*\*\*\*\*

B CHECK AND INFLATE TO MANUFACTURERS SPECIFICATION, DOCUMENT

CAUSE: TPNOTE

TPNOTE CHECK AND INFLATE TO MANUFACTURERS SPECIFICATION, DOCUMENT

7330 ICWO

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

\*\*\*\*\*

C WORKS \$59.95 SPECIAL CHANGE ENGINE OIL AND FILTER, ROTATE TIRES CHANGE ENGINE OIL WITH UP TO 6 QUARTS OF MOTORCRAFT SYNTHETIC BLEND OIL, CHANGE ENGINE OIL FILTER, ROTATE TIRES AS NEEDED, PERFORM A MULTIPOINT INSPECTION AND A FREE CAR WASH & VAC

CAUSE: 5,000 MILE WORKS PACKAGE

WRKS WORKS \$59.95 SPECIAL CHANGE ENGINE OIL AND FILTER, ROTATE TIRES CHANGE ENGINE OIL WITH UP TO 6 QUARTS OF MOTORCRAFT SYNTHETIC BLEND OIL, CHANGE ENGINE OIL FILTER, ROTATE TIRES AS NEEDED, PERFORM A MULTIPOINT INSPECTION AND A FREE CAR WASH & VAC

7330 CP

HAZLOF HAZARDOUS WASTE FEE

1 FL\*500\*SB12 FILTER ASY - OIL

8.69

23.00 23.00

3.64 3.64

6 XO\*5W20\*QSP MOTORCRAFT SAE 5W-20 API GF-5

5.06

6.00 6.00

4.40 26.40

PARTS: 32.40 LABOR: 23.00 OTHER: 3.64 TOTAL LINE C: 59.04

SERVICE HOURS		ALL PARTS REMOVED WILL BE DISCARDED UNLESS REQUESTED PRIOR TO STARTING THE WORK.	DESCRIPTION	TOTALS
MONDAY - FRIDAY 6:30AM TO 6:00PM	SATURDAY 8:00AM TO 4:00PM			LABOR AMOUNT
			PARTS AMOUNT	
			GAS, OIL, LUBE	
			SUBLET AMOUNT	
			MISC. CHARGES	
			TOTAL CHARGES	
			LESS INSURANCE	
			SALES TAX	
			PLEASE PAY THIS AMOUNT	

I hereby authorize the requested repair work to be done along with necessary materials and sublet repairs (repairs by someone other than Dealer or employees). You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. Receipt of duplicate copy with estimate and conditions is acknowledged. I have read, understand and accept all provisions of the warranty statement covering parts and repairs on this vehicle.

BY LAW YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WITH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

CUSTOMER AUTHORIZATION X \_\_\_\_\_ DATE \_\_\_\_\_

Notice to Consumer: Please read important information on back.

BAR

CUSTOMER COPY

CUSTOMER #: [REDACTED]



\*INVOICE\*

2060 HARBOR BOULEVARD  
P.O. BOX 5055  
COSTA MESA, CA 92628-5055  
www.robinsford.com  
PHONE: (949) 642-0010  
FAX: (949) 645-3833

BUENA PARK, CA [REDACTED]

PAGE 2

HOME [REDACTED]

BUS: [REDACTED] CELL: [REDACTED] SERVICE ADVISOR: 7151 ANDREW JONES

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SHADOW BLA	17	FORD EXPLORER	1FM5K7D85HG [REDACTED]		4162/4162	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV16 IS							
27NOV16 DE	13JUN16		WAIT 06MAY17		140.00	CASH	06MAY17
R.O. OPENED	READY	OPTIONS:					
10:20 06MAY17	10:50 06MAY17	ENG:3.5L I1-VCT V6 ENGINE TRN:6-SPEED AUTO TRANSMISSION					
LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL	
EST: 0.00			06MAY17 10:20	SA: 7151			

COMPANY NAME SERVICE CONTRACT  
 COMPANY PHONE  
 POLICY NUMBER TBD  
 POLICY TERM 72  
 EFFECTIVE DATE 27 NOV 2016  
 DEDUCTIBLE 100.00  
 MILEAGE LIMIT  
 BEGIN MILES 4  
 END MILES 100000  
 COMPONENTS

SERVICE HOURS	ALL PARTS REMOVED WILL BE DISCARDED UNLESS REQUESTED PRIOR TO STARTING THE WORK.	DESCRIPTION	TOTALS
MONDAY - FRIDAY 6:30AM TO 6:00PM SATURDAY 8:00AM TO 4:00PM		LABOR AMOUNT	23.00
		PARTS AMOUNT	32.40
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	3.64
		TOTAL CHARGES	59.04
		LESS INSURANCE	0.00
		SALES TAX	2.51
		PLEASE PAY THIS AMOUNT	61.55

I hereby authorize the requested repair work to be done along with necessary materials and sublet repairs (repairs by someone other than Dealer or employees). You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. Receipt of duplicate copy with estimate and conditions is acknowledged. I have read, understand and accept all provisions of the warranty statement covering parts and repairs on this vehicle.  
 BY LAW YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WITH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

CUSTOMER AUTHORIZATION X \_\_\_\_\_ DATE \_\_\_\_\_

Notice to Consumer: Please read important information on back. [REDACTED]

Ken Grody Ford  
 6211 Beach Blvd  
 Buena Park, CA 90621  
 (714) 521-3110

**WORK ORDER**

RO NUMBER: [REDACTED]

TAG: [REDACTED]

Page Number: 1  
 Franchise Code: 07946  
 Today's Date: OCT 14 17  
 Time Printed: 8 51 AM  
 Copy # 1

I hereby authorize the repair work 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 transport. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. By law you may choose another licensed facility to perform any needed repairs or adjustments which the Smog Check test indicates are necessary. All hard parts used in repairs are brand new and from Ford Motor Company or Motorcraft unless otherwise documented on the customer's copy of the invoice or repair order. I hereby authorize you to make the below listed repairs. I grant power of attorney to Ken Grody Ford to endorse insurance drafts.

**B.A.R RE** [REDACTED]  
 For Your Convenience:  
 Service Department Hours:  
 7:00 am to 6:00 pm - Mon - Fri  
 7:00 am to 3:00 pm - Sat

**E.P.A.** [REDACTED]  
 Customer Pickup:  
 7:30 am to 6:00 pm - Mon - Fri  
 7:00 am to 3:00 pm - Sat

We Honor:  
 Visa, Mastercard, American Express, Discover.  
 Limited Warranty - Conditions on reverse side of this contract. Please read reverse side

Revised Estimate:

Revised Estimate:

CUSTOMER SIGNATURE <b>X</b>	Time Received 8:46 AM	CUST_U = [REDACTED] VEH_U = 210047	Customer Number [REDACTED]	Appointment <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Filter Oil Brand	Qts	TERMS: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD PARTS: <input type="checkbox"/> SAVE <input checked="" type="checkbox"/> DISCARD	

Estimate of Repairs \$0.01

CUSTOMER INFORMATION	VEHICLE INFORMATION	SERVICE INFORMATION
[REDACTED]	Year 2017	License Num [REDACTED]
Spouse	Make Ford	Stock # [REDACTED]
Phone (H)	Model Explorer	In Service Date
Phone (W)	Color	Source S
Phone (C)	VIN 1FM5K7D85HG [REDACTED]	Engine 3.5L V6 SMPI TI-VCT
Phone Oth	Slapsn	SL Dat OCT 14 17
Email	Service Contract	Expres:
Comments	Number	Mileage: 0 Deduct: 0.00
		R.O. Number [REDACTED]
		Service Writer ROBERT INGERSOLL
		Date In OCT 14 17
		Completion Date
		Miles In 8,047
		Miles Out

Time Promised		LABOR INSTRUCTIONS
1	OPERATION CODE Q99P TECH # FAILURE CODE	I / PERFORM MULTI POINT INSPECTION
CAUSE :		
CORRECTION :		
2	OPERATION CODE FAILURE CODE	W / Customer States BURING SMELL IN THE CABIN AREA AFTER APPROX 20-30 MIN DRIVING
CAUSE :		
CORRECTION :		
3	OPERATION CODE FAILURE CODE	W / Customer States WHEN BOTH DRIVER AND PASSENGER FRONT WINDOWS ARE LOWERED THEY ARE LOOSE AND SHAKE WHEN GOING DOWN.
CAUSE :		
CORRECTION :		

Ken Grody Ford  
6211 Beach Blvd  
Buena Park, CA 90621  
(714) 521-3110

# WORK ORDER

RO NUMBER: [REDACTED]

TAG: [REDACTED]

Page Number: 2  
Franchise Code: 07946  
Todays Date: OCT 14 17  
Time Printed: 8 51 AM  
Copy # 1

CUSTOMER INFORMATION	VEHICLE INFORMATION	SERVICE INFORMATION
[REDACTED] Buena Park, CA [REDACTED] Spouse [REDACTED] Phone (H) [REDACTED] Phone (W) [REDACTED] Phone (C) [REDACTED] Phone Oth [REDACTED] Email [REDACTED] Comments	Year 2017 Make Ford Model Explorer Color VIN 1FM5K7D85H [REDACTED]  Service Contract Name Number	License Number [REDACTED] Stock # In Service Date Source S Engine 3.5L V6 SMPI Ti-VCT Slpsn SL Dat OCT 14 17 Expires: Mileage: 0 Deduct: 0.00  R.O. Number [REDACTED] Service Writer ROBERT INGERSOLL Date In OCT 14 17 Completion Date Miles In 8,047 Miles Out

Time Promised

## LABOR INSTRUCTIONS

4	OPERATION CODE TP	TECH #	I / PERFORM VEHICLE'S TIRE PRESSURE CHECK.
FAILURE CODE			

CAUSE :

CORRECTION :

# Ken Grody



Phone: 714-521-3305  
 6211 Beach Blvd.  
 Buena Park, CA 90621  
 www.kengrodyford.com Page 1

Buena Park, CA [REDACTED] Phone (H): [REDACTED] Phone (W): [REDACTED] Phone (C): [REDACTED] Phone Oth: [REDACTED] Email: [REDACTED]	A/R Number: [REDACTED] Customer Number: [REDACTED] PO Number: [REDACTED] Auth Number: [REDACTED] Service Writer: ROBERT INGERSOLL Terms & Conditions: Type of Sale: Retail	Invoice Number: [REDACTED] Printed: OCT 18 17 1:53 PM Copy # 1 Date Opened: 10/14/17 Date Notified: 10/18/17 Date Delivered: 10/18/17
Year/Make/Model: 2017 Ford Explorer VIN: 1FM5K7D85HG [REDACTED] License Number: [REDACTED] Color: [REDACTED] Stock Number: [REDACTED] Mileage In: 8047 Tag Number: 564 Mileage Out: 8048		Customer Signature: [REDACTED]

	Original Estimate: \$0.01	Original Estimate: 10/14/17						
<u>Incr. Amt</u>	<u>New Amt</u>	<u>Date</u>	<u>Time</u>	<u>Person Cont.</u>	<u>How Cont.</u>	<u>Phone</u>	<u>Cont. By</u>	<u>Reason/Description</u>

Description	Qty Ord	Qty Del	Price	Ext Total	Grand Total
-------------	---------	---------	-------	-----------	-------------

### 1. Vehicle Concern

PERFORM MULTI POINT INSPECTION

1 -- Cause/Action to Take

Q99P - MAINTENANCE

1 -- Correction/Action Taken

PERFORMED MULTI POINT INSPECTION

196

0.00

Sub Total Parts

Internal Work

### 2. Vehicle Concern

Customer States BURING SMELL IN THE CABIN AREA AFTER APPROX 20-30 MIN DRIVING

1 -- Correction/Action Taken

R&R LIFTGATE TRIM PANELS TO ACCESS TO PERFORM SMOKE TEST FOUND LIFTGATE APPLIQUE BADGE AND HANDLE AND SPOILER LEAKING REPLACE SPOILER SEAT AND RESEAL COMPLETE LIFTGATE RETEST PASSED NO LEAKS FOUND R/R TAIL LIGHTS REAR BUMPER AND TAPE UP EXTRACTORS AND ALL BODY OPENING TO PERFORM PRESSURE TEST NEC TO RESEAL LT AND RT REAR BODY SEAMS AND BEHIND BUMPER AND TAILLIGHTS AND UNDER BODY RETEST PASSED NO LEAKS FOUND AT THIS TIME UPDATE HVAC MODULE AND ROAD TEST PASSED NO ODORS FOUND

108

0.00

Part Number	Failed	Description		
BB5Z61280B62B		VENT GRILLE ASY	1	1
TA2B		ADHESIVE	1	1
FB5Z78442K03B		KIT REAR SPOILER REPAIR	1	1



Notice to Consumer: Please read important information on back.



Buena Park, CA [REDACTED] Phone (H): [REDACTED] Phone (C): [REDACTED] Email: [REDACTED] Year/Make/Model: 2017 Ford Explorer VIN: 1FM5K7D85 HG [REDACTED] License Number: [REDACTED] Color: [REDACTED] Stock Number: [REDACTED] Mileage In: 8047 Tag Number: 564 Mileage Out: 8048	A/R Number: Customer Number: [REDACTED] PO Number: [REDACTED] Auth Number: Service Writer: ROBERT INGERSOLL Terms & Conditions: Type of Sale: Retail Customer Signature	Invoice Number: [REDACTED] Printed: OCT 18 17 1:53 PM Copy # 1 Date Opened: 10/14/17 Date Notified: 10/18/17 Date Delivered: 10/18/17
---	--	--

Incr. Amt	New Amt	Date	Time	Person Cont.	How Cont.	Phone	Cont. By	Reason/Description
-----------	---------	------	------	--------------	-----------	-------	----------	--------------------

Description	Qty Ord	Qty Del	Price	Ext. Total	Grand Total
4M8Z54280B62A 08881 VALVE ASY AUTO DRAIN UNDERCOATING SPARY	2	2			
	1	1			
<u>Sub Total Parts</u>					<u>Warranty</u>
SubTotal Job # 2					Warranty

**3. Vehicle Concern**  
 Customer States WHEN BOTH DRIVER AND PASSENGER FRONT WINDOWS ARE LOWERED THEY ARE LOOSE AND SHAKE WHEN GOING DOWN.

1 - Correction/Action Taken  
 NORMAL OPERATION

	108	0.00
<u>Sub Total Parts</u>		<u>Warranty</u>
SubTotal Job # 3		Warranty

**4. Vehicle Concern**  
 PERFORM VEHICLE'S TIRE PRESSURE CHECK.

TP -  
 1 - Correction/Action Taken  
 YOUR VEHICLE'S TIRE PRESSURE IS AS FOLLOWS

RF 35		
LF 35		
RR 35		
LR 35		
<u>Sub Total Parts</u>		<u>Internal Work</u>



# Ken Grody



Phone: 714-521-3305  
 6211 Beach Blvd.  
 Buena Park, CA 90621  
 www.kengrodyford.com Page 3

Buena Park, CA Phone (H): Phone (C): Email:	Phone (W): Phone Oth:	A/R Number: Customer Number: PO Number: Auth Number: Service Writer: ROBERT INGERSOLL Terms & Conditions: Type of Sale: Retail Customer Signature	Invoice Number: Printed: OCT 18 17 1:55 PM Copy # 1 Date Opened: 10/14/17 Date Notified: 10/18/17 Date Delivered: 10/18/17
Year/Make/Model: 2017 Ford Explorer VIN: 1FM5K7D85HG License Number: Stock Number: Tag Number: 564			
Mileage In: 8047 Mileage Out: 8048			

Original Estimate: \$ 0.01      Original Estimate: 10/14/17

<u>Incr. Amt</u>	<u>New Amt</u>	<u>Date</u>	<u>Time</u>	<u>Person Cont.</u>	<u>How Cont.</u>	<u>Phone</u>	<u>Cont. By</u>	<u>Reason/Description</u>
------------------	----------------	-------------	-------------	---------------------	------------------	--------------	-----------------	---------------------------

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total

OWNER ADVANTAGE REWARDS ARE NOT APPLICABLE TO COUPONS, DISCOUNTED SPECIALS, AND BASIC MAINTENANCE. REWARDS CAN BE REDEEM ON FULL RETAIL REPAIRS OR SERVICES. SIGN UP TODAY AND START RECEIVING 5% REWARD POINTS ON EVERY DOLLAR YOU SPEND. ASK SERVICE ADVISORS FOR FURTHER DETAILS.	Total Labor 0.00 Total Parts 0.00 Total Sublet 0.00 Misc. Chrgs 0.00 Car Rental 0.00 Freight 0.00 Deductible 0.00 Special Tax 0.00 Haz Mat Chrg 0.00 Sales Tax 0.00
INVOICES MUST BE PAID IN FULL BEFORE VEHICLE IS RELEASED. PARTS MUST BE PRE-PAID IF CLIENT IS PICKING UP VEHICLE BEFORE REPAIRS ARE DONE. CANCELLATION OF PARTS WILL BE SUBJECT TO A RESTOCKING FEE OF 20% OF THE RETAIL PRICE.	B.A.R. REG # 042846 E.P.A # 027946862
<b>AMOUNT DUE 0.00</b>	



Notice to Consumer: Please read important information on back.

CUSTOMER #:



WORKORDER

BUENA PARK, CA

PAGE 1



2060 HARBOR BOULEVARD  
P.O. BOX 5055  
COSTA MESA, CA 92628-5055  
www.robinsford.com  
PHONE: (949) 642-0010  
FAX: (949) 645-3833

SERVICE ADVISOR: 7207 KESSLER, GREGG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
SHADOW BLA	17	FORD EXPLORER	1FM5K7D85HG		8392/		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV16 IS							
27NOV16 DD	13JUN16		16:00 04NOV17		150.00	CASH	

R.O. OPENED	READY	OPTIONS:
04NOV2017 10:23		ENG:3.5L TI-VCT V6 ENGINE TRN:6-SPEED AUTO TRANSMISSION

LINE OP CODE TECH... TYPE DESCRIPTIONS/INSTRUCTIONS

# A DIAG WF CUSTOMER STATES AFTER DRIVING THE VEHICLE FOR 20 MINUTES. ON HARD ACCELERATING CUSTOMER CAN SMELL A BURNING RUBBER ODOR |CC:

# B 99P CP PERFORMED MULTI POINT INSPECTION, PERFORM FREE ALIGNMENT CHECK, TEST BATTERY CONDITION, MEASURE TIRE LIFE, PLEASE SEE YOUR MPI SHEET FOR DETAILED RESULTS.

# C TPNOTE CP CHECK AND INFLATE TO MANUFACTURERS SPECIFICATION, DOCUMENT

COMPANY NAME SERVICE CONTRACT  
 COMPANY PHONE  
 POLICY NUMBER TBD  
 POLICY TERM 72  
 EFFECTIVE DATE 27 NOV 2016  
 DEDUCTIBLE 100.00  
 MILEAGE LIMIT  
 BEGIN MILES 4  
 END MILES 100000  
 COMPONENTS

SERVICE HOURS MONDAY - FRIDAY 6:30AM TO 6:00PM SATURDAY 8:00AM TO 4:00PM	ALL PARTS REMOVED WILL BE DISCARDED UNLESS REQUESTED PRIOR TO STARTING THE WORK.	PRELIMINARY ESTIMATE \$
--	--	-------------------------

I hereby authorize the requested repair work to be done along with necessary materials and sublet repairs (repairs by someone other than Dealer or employees). You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. Receipt of duplicate copy with estimate and conditions is acknowledged. I have read, understand and accept all provisions of the warranty statement covering parts and repairs on this vehicle. BY LAW YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WITH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

AUTHORIZED BY X

Revised Estimate Parts Labor Totals Phone #  
 Date Time FAX # BY  
 Revision Details E-mail In Person

Revised Estimate Parts Labor Totals Phone #  
 Date Time FAX # BY  
 Revision Details E-mail In Person

CHECK THE STATUS OF YOUR VEHICLE @WWW.ROBINSFORD.COM

Notice to Consumer: Please read important information on back.

CUSTOMER #: [REDACTED]



\*INVOICE\*

2060 HARBOR BOULEVARD  
P.O. BOX 5055  
COSTA MESA, CA 92628-5055  
www.robinsford.com  
PHONE: (949) 642-0010  
FAX: (949) 645-3833

BUENA PARK, CA  
HOME: [REDACTED]  
BUS: [REDACTED] CELL: [REDACTED]

PAGE 1

SERVICE ADVISOR: 7207 GREGG KESSLER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SHADOW BLA	17	FORD EXPLORER	1FM5K7D85HC [REDACTED]	[REDACTED]	8392/8392	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV16 IS							
27NOV16 DD	13JUN16		16:00 04NOV17		150.00	CASH	07NOV17

R.O. OPENED	READY	OPTIONS:				
10:23 04NOV17	08:38 07NOV17	ENG:3.5L I1-VCT V6 ENGINE TRN:6-SPEED AUTO TRANSMISSION				
LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES AFTER DRIVING THE VEHICLE FOR 20 MINUTES, ON HARD ACCELERATING CUSTOMER CAN SMELL A BURNING RUBBER ODOR

CAUSE: DIAGNOSTIC CHARGES  
DIAG DIAGNOSTIC CHARGES  
7218 CP 0.00 0.00  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00  
8392 SEE LINE D.

\*\*\*\*\*  
B PERFORMED MULTI POINT INSPECTION, PERFORM FREE ALIGNMENT CHECK, TEST BATTERY CONDITION, MEASURE TIRE LIFE, PLEASE SEE YOUR MPI SHEET FOR DETAILED RESULTS.

CAUSE: GREEN BRAKES GREEN TIRES GREEN BATTERY  
99P PERFORMED MULTI POINT INSPECTION, PERFORM FREE ALIGNMENT CHECK, TEST BATTERY CONDITION, MEASURE TIRE LIFE, PLEASE SEE YOUR MPI SHEET FOR DETAILED RESULTS.

7347 CP 0.00 0.00  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00  
8392 GREEN BRAKES GREEN TIRES GREEN BATTERY PERFORM MULTIPPOINT INSPECTION, CHECK FLUIDS SET TIRE PRESSURE, TOP OFF FLUIDS AND PERFORM VISUAL INSPECTION

\*\*\*\*\*  
C CHECK AND INFLATE TO MANUFACTURERS SPECIFICATION, DOCUMENT

CAUSE: SET PRESSURES TO 37  
TPNOTE CHECK AND INFLATE TO MANUFACTURERS SPECIFICATION, DOCUMENT  
7347 CP 0.00 0.00  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00  
8392 SET PRESSURES TO 37

\*\*\*\*\*  
D\*\* PERFORM OPEN RECALL 17N03 CARBON MONOXIDE CONCERNS

CAUSE: PERFORMED RECALL 17N03  
RECALL PERFORM OPEN RECALL  
7347 WF (N/C)

SERVICE HOURS	ALL PARTS REMOVED WILL BE DISCARDED UNLESS REQUESTED PRIOR TO STARTING THE WORK.	DESCRIPTION	TOTALS
MONDAY - FRIDAY 6:30AM TO 6:00PM SATURDAY 8:00AM TO 4:00PM		LABOR AMOUNT	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

I hereby authorize the requested repair work to be done along with necessary materials and sublet repairs (repairs by someone other than Dealer or employees). You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. Receipt of duplicate copy with estimate and conditions is acknowledged. I have read, understand and accept all provisions of the warranty statement covering parts and repairs on this vehicle.  
BY LAW YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WITH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

CUSTOMER AUTHORIZATION X \_\_\_\_\_ DATE \_\_\_\_\_

Notice to Consumer: Please read important information on back. BAR [REDACTED]

CUSTOMER #: [REDACTED]



\*INVOICE\*

2060 HARBOR BOULEVARD  
P.O. BOX 5055  
COSTA MESA, CA 92628-5055  
www.robinsford.com  
PHONE: (949) 642-0010  
FAX: (949) 645-3833

BUENA PARK, CA

PAGE 2

HOME: [REDACTED]

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 7207 GREGG KESSLER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SHADOW BLA	17	FORD EXPLORER	1FM5K7D85H[REDACTED]	[REDACTED]	8392/8392	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV16 IS							
27NOV16 DD	13JUN16		16:00 04NOV17		150.00	CASH	07NOV17

R.O. OPENED	READY	OPTIONS:
10:23 04NOV17	08:38 07NOV17	ENG:3.5L TI-VCT V6 ENGINE TRN:6-SPEED AUTO TRANSMISSION

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	2	CK4Z*13014*B	INSULATOR - TUNNEL				(N/C)
	1	TA*19*C	ADHESIVE				(N/C)
	1	PM*13*A	SEALER				(N/C)
	2	BB5Z*61280B62*B	GRILLE ASY - VENT AIR OUTER				(N/C)

FC: PART#: COUNT:  
CLAIM TYPE:  
AUTH CODE:  
7347

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00  
8392 PERFORMED RECALL 17N03 17N03B, 17N03C 1.50 PERFORMED OPEN  
RECALL 17N03

\*\*\*\*\*

COMPANY NAME SERVICE CONTRACT  
COMPANY PHONE  
POLICY NUMBER TBD  
POLICY TERM 72  
EFFECTIVE DATE 27 NOV 2016  
DEDUCTIBLE 100.00  
MILEAGE LIMIT  
BEGIN MILES 4  
END MILES 100000  
COMPONENTS

SERVICE HOURS	ALL PARTS REMOVED WILL BE DISCARDED UNLESS REQUESTED PRIOR TO STARTING THE WORK.	DESCRIPTION	TOTALS
MONDAY - FRIDAY 6:30AM TO 6:00PM SATURDAY 8:00AM TO 4:00PM		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

I hereby authorize the requested repair work to be done along with necessary materials and sublet repairs (repairs by someone other than Dealer or employees). You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. Receipt of duplicate copy with estimate and conditions is acknowledged. I have read, understand and accept all provisions of the warranty statement covering parts and repairs on this vehicle.  
BY LAW YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WITH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

CUSTOMER AUTHORIZATION X \_\_\_\_\_ DATE \_\_\_\_\_

Notice to Consumer: Please read important information on back. BAR # [REDACTED]

BAR  
 EPA

**SERVICE HISTORY**

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION

ALL PARTS WILL BE DISCARDED UNLESS SPECIFIED OTHERWISE <input type="checkbox"/> SAVE	VEHICLE I.D. NO.	YEAR/MAKE/MODEL	PRODUCTION DATE	STOCK NO.
	1FM5K7D85 HG [REDACTED]	2017 / Ford / Explorer		[REDACTED]
	CUSTOMER NO.	SERVICE CONTRACT	DELIVERY DATE	DELIVERY MILES
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Buena Park, CA [REDACTED]		Color	CONTRACT NO.	EXPIRATION DATE
RESIDENCE PHONE		Black		EXPIRATION MILES
BUSINESS PHONE		TURBO	M/MC	AIR COND.
P.S.		TRANS	MILEAGE	ADVISOR NO.
TIME RECEIVED		10:09 AM	DATE/TIME PROMISED	PRIORITY
APPOINTMENT		X	YES	NO
		WHEN INQUIRING ABOUT YOUR VEHICLE, PLEASE REFER TO YOUR SERVICE ADVISOR.		
		I hereby authorize the repair work herein 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 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 and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of repairs thereon. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing of that data with the manufacturer for diagnostic and research purposes.		
		CUSTOMER'S SIGNATURE: <u>Tony Ybarra</u>		
		ORIGINAL ESTIMATE \$ 0.00		

JOB	ALL PARTS ARE NEW UNLESS STATED OTHERWISE
1	<b>W - 10 DRIVEABILITY</b> Customer States exhaust fumes are emitted into the cab when RPM's are above 4000, check and advise.
2	<b>I - 99P</b> Perform World Class Inspection
3	<b>I - TP</b> Check and Document Tire Pressure

*"For Your Convenience"*

**SERVICE & PARTS DEPARTMENT HOURS**

IN ORDER TO SERVE YOU BETTER  
 PLEASE CALL FOR A SERVICE APPOINTMENT.

SERVICE HOURS:  
**MONDAY - FRIDAY 7:00 AM - 7:00 PM**  
**SATURDAY 7:00 AM - 5:00 PM**

I hereby designate the individual named below to authorize any additional work not specified or parts not included in the original written estimate price for parts and labor.

Name of Designee:	Phone Number:
E-Mail Address:	Fax Number:
Customer's Signature:	Date:

NOTED:

CHECKS ACCEPTED BUT SUBJECT TO VERIFICATION

**HAZARDOUS WASTE:** A hazardous waste disposal charge will be added when fluids removed from your vehicle must be disposed of in compliance with federal, state and local government hazardous waste regulations. These fluids are engine oil.

**TEARDOWN ESTIMATE:** I understand that my vehicle will be reassembled within days of the date shown above if I choose not to authorize the services recommended.

**SMOG CHECK**  
 \*By law, you may choose another licensed Smog Check facility to perform any needed repairs or adjustments that the Smog Check test indicates are necessary.

**STORAGE CHARGE**  
 Twenty-five dollar per day storage charges may be imposed, if vehicle is not picked up within two business days of notice of completion.

The Reynolds and Reynolds Company Equality/EOE CC0855518 Q (07/16)

THE PRINTED WORDS DO NOT APPLY. EXPRESS OR IMPLIED. EXPRESS OR IMPLIED. EXPRESS OR IMPLIED. CONSULT YOUR ORIGINAL COPIES.

BAR # [REDACTED]  
 EPA # [REDACTED]

CUSTOMER NO. [REDACTED]	ADVISOR Tony Ybarra	LAST [REDACTED]	INVOICE DATE 11/28/17	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE [REDACTED]	LICENSE NO. [REDACTED]	MILEAGE 8971	COLOR Black
[REDACTED]	YEAR / MAKE / MODEL 2017 / Ford / Explorer	DELIVERY DATE		DELIVERY MILES
BUENA PARK, CA [REDACTED]	VEHICLE I.D. NO. 1FM5K7D85 HG [REDACTED]	BILLING DEALER NO.		PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE 11/22/17	[REDACTED]
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS Joseph Lee 323-537-6470		

**Labor and Parts**

J# 1 10 DRIVEABILITY Tech(s) 1161 Warranty  
 Customer States exhaust fumes are emitted into the cab when RPM's are above 4000, check and advise.

ROAD TEST VEHICLE SEVERAL TIMES SURFACE STREETS AND HIGHWAY. UNABLE TO VERIFY CUSTOMERS CONCERN ON EXHAUST SMELL AT HIGH RPMs. RAN OASIS NO SSM OR TSB FOR CONCERN

J# 2 99P Job # 1 Total Parts Warranty  
 Perform World Class Inspection Job # 1 Total Labor & Parts Warranty  
 Tech(s) Internal Work

Performed World Class Inspection Job # 2 Total Parts Internal Work  
 J# 3 TP Tech(s) 1161 Internal Work  
 Check and Document Tire Pressure Internal Work  
 Inspection

Set Tire Pressure to: RF 35 RR35 LF 35 LR35 Job # 3 Total Parts Internal Work

**I acknowledge receipt of the above listed vehicle:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**I acknowledge notice of an oral approval of an increase in the original estimate price**

Signature \_\_\_\_\_

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
<b>Total Invoice \$</b>	<b>0.00</b>

*Thank You*  
 for servicing your vehicle at NORM REEVES We truly appreciate your business.

**Our goal is to Meet Your Expectations.** If for any reason you feel that we did not meet your expectations please let us know. Contact your service manager and let him know your concern.

**SERVICE HOURS**  
 MONDAY - FRIDAY 7:00 AM - 6:00 PM  
 SATURDAY 7:00 AM - 4:00 PM

This Estimate and Repair Order Company EN344734E CQ3514561 Q (11/17)

THE PRINTER MAKES NO WARRANTY OR REPRESENTATION AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS PRINT. CONSULT YOUR SALES REPRESENTATIVE.

Tony (562) 405-3579



**SERVICE HISTORY**

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
11/22/2017	[REDACTED]	8971	1382	1161 1161	I I	10 DRIVEABILITY 99P TP	exhaust fumes are emitted Perform World Class Inspec Check and Document Tire Pr

ALL PARTS WILL BE DISCARDED UNLESS SPECIFIED OTHERWISE <input type="checkbox"/> SAVE	VEHICLE I.D. NO.	YEAR/MAKE/MODEL	PRODUCTION DATE	STOCK NO.	LICENSE NO.	R.O. NO.
	1FM5K7D85 HG [REDACTED]	2017 / FORD / EXPLORER			[REDACTED]	
	[REDACTED]	[REDACTED]	DELIVERY DATE	DELIVERY MILES	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	988156			12/14/17
Buena Park, CA	[REDACTED]	Black	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES	3410
RESIDENCE PHONE	BUSINESS PHONE	9111 1382	WHEN INQUIRING ABOUT YOUR VEHICLE, PLEASE REFER TO YOUR SERVICE ADVISOR, DIVERNOZ			
TIME RECEIVED	DATE/TIME PROMISED	PRIORITY	I hereby authorize the repair work herein 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 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 and/or your employees permission to operate this vehicle herein described on airways, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of repairs thereto. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing of that data with the manufacturer for diagnostic and research purposes.			
10:52 AM	12/15/2017 6:00 PM		X _____ CUSTOMER'S SIGNATURE _____ ORIGINAL ESTIMATE \$ 0.00			
APPOINTMENT	SUBJECT TO CONDITIONS ON REVERSE SIDE.					
X YES						
NO						

JOB	ALL PARTS ARE NEW UNLESS STATED OTHERWISE
1	<b>C 10 DRIVEABILITY</b> Customer States: Smell in cabin-smells like exhaust and rubber. Conditions = Windows closed, A/C on w/inner circulation. Cust has Carbon Monoxide detector = registered 20. Has been at Norm Reeves previously for same concern. ****Also*** See History of Ken Grody and Theodore Robbins Ford.
2	<b>I 99P</b> Perform World Class Inspection
3	<b>I TP</b> Check and Document Tire Pressure

*"For Your Convenience"*

**SERVICE & PARTS DEPARTMENT HOURS**

IN ORDER TO SERVE YOU BETTER  
 PLEASE CALL FOR A SERVICE APPOINTMENT.  
 SERVICE HOURS:  
**MONDAY - FRIDAY 7:00 AM - 6:00 PM**  
**SATURDAY 7:00 AM - 4:00 PM**

I hereby designate the individual named below to authorize any additional work not specified or parts not included in the original written estimated price for parts and labor.

Name of Designee:	Phone Number:
E-Mail Address:	Fax Number:
Customer's Signature:	Date:

NOTES:

CHECKS ACCEPTED BUT SUBJECT TO VERIFICATION

**HAZARDOUS WASTE:** A hazardous waste disposal charge will be added when fluids removed from your vehicle must be disposed of in compliance with federal, state and local government hazardous waste regulations. These fluids are engine oil.

**TEARDOWN ESTIMATE:** I understand that my vehicle will be reassembled within \_\_\_\_\_ days of the date shown above if I choose not to authorize the services recommended.

**SMOG CHECK**  
 \*By law, you may choose another licensed Smog Check facility to perform any needed repairs or adjustments that the Smog Check Test indicates are necessary.

**STORAGE CHARGE**  
 Twenty-five dollar per day storage charges may be imposed, if vehicle is not picked up within two business days of notice of completion.

This Repair Order is the Property of Norm Reeves Ford Superstore. Copyright © 2017. All Rights Reserved. DCB985616 Q (05/17)

THE PARTS DEPARTMENT IS NOT RESPONSIBLE FOR THE CONDITION OF THE VEHICLE PRIOR TO THE START OF THE SERVICE. CONSULT YOUR OFFICIAL COUNSEL.

BAR # [REDACTED]  
 EPA # [REDACTED]

CUSTOMER NO. [REDACTED]	ADVISOR <b>Tony Ybarra</b>	TAG NO. [REDACTED]	INVOICE DATE <b>12/28/17</b>	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE [REDACTED]	MILEAGE <b>9141</b>	COLOR <b>Black</b>	STOCK NO. [REDACTED]
[REDACTED]	YEAR / MAKE / MODEL <b>2017 / FORD / EXPLORER</b>	DELIVERY DATE	DELIVERY MILES	
<b>Buena Park, CA</b>	VEHICLE ID. NO. <b>1FM5K7D85 HG [REDACTED]</b>	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>12/14/17</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

**Labor and Parts**

J# 1 10 DRIVEABILITY Tech(s) 908 Warranty

Customer States: Smell in cabin-smells like exhaust and rubber.  
 Conditions = Windows closed, A/C on w/inner circulation.  
 Cust has Carbon Monoxide detector = registered 20.  
 Has been at Norm Reeves previously for same concern.  
 \*\*\*\*Also\*\*\*\*

See History of Ken Grody and Theodore Robbins Ford.  
 RVC:RP54L0U0NRPY

PERFORMED TSB 17-0044 PERFORMED SERVICE PROCEDURE ON TSB  
 RESEALED UP BODY SEAMS AND COVERED UP BODY PLUGS. PERFORMED  
 RVC PROCEDURE PER TSB. REPLACED EXHAUST MUFFLER ROAD TEST  
 VEHICLE SEVERAL TIMES OK

Parts Number	Failed	Description	Qty	Unit Price
FB5Z5230B		MUFFLER ASY CENTRE...	1	
BB5Z61280B62B		GRILLE ASY VENT AIR ...	2	
FB5Z7829164AA		MOULDING	1	
FB5Z7829165AA		MOULDING	1	
W706092S300		RIVET - BLIND	4	
TA2B		ADHESIVE	1	
FB5Z78442K03B		KIT REAR SPOILER REPAIR	1	
4M8Z54280B62A		VALVE ASY AUTO DRAIN	2	
4L3Z18203A16AA		INSULATOR DOOR OUT...	1	

Job # 1 Total Parts Warranty

Job # 1 Total Labor & Parts Warranty

Tech(s) Internal Work

J# 2 99P  
 Perform World Class Inspection

Performed World Class Inspection

Job # 2 Total Parts Internal Work

Tech(s) 908 Internal Work

J# 3 TP  
 Check and Document Tire Pressure  
 Inspection

Set Tire Pressure to: RF 35 RR 35 LF 35 LR35

Job # 3 Total Parts Internal Work

*Thank You*  
 for servicing your vehicle at  
 NORM REEVES We truly  
 appreciate your business.

**Our goal is to Meet Your  
 Expectations.** If for any  
 reason you feel that we did  
 not meet your expectations  
 please let us know. Contact  
 your service manager and  
 let him know your concern.

**SERVICE HOURS**

MONDAY - FRIDAY 7:00 AM - 6:00 PM  
 SATURDAY 7:00 AM - 4:00 PM

BAR  
 EPA 

CUSTOMER NO. [REDACTED]	ADVISOR Tony Ybarra	TAG [REDACTED]	INVOICE DATE 12/28/17	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE [REDACTED]	LICENSE NO. [REDACTED]	MILEAGE 914	COLOR Black
[REDACTED]	YEAR / MAKE / MODEL 2017 / FORD / EXPLORER	DELIVERY DATE		DELIVERY MILES
BUENA PARK, CA	VEHICLE I.D. NO. 1FM5K7D85 H [REDACTED]	SELLING DEALER NO.		PRODUCTION DATE
[REDACTED]	R.T.E. NO.	P.O. NO.	R.O. DATE 12/14/17	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

**Labor and Parts**

I acknowledge receipt of the above listed vehicle:

Signature \_\_\_\_\_ Date \_\_\_\_\_

I acknowledge notice of an oral approval of an increase in the original estimate price

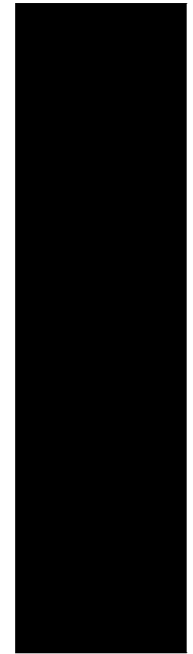
Signature \_\_\_\_\_

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
<b>Total Invoice \$</b>	<b>0.00</b>

*Thank You*  
 for servicing your vehicle at  
 NORM REEVES We truly  
 appreciate your business.

**Our goal is to Meet Your Expectations.** If for any reason you feel that we did not meet your expectations please let us know. Contact your service manager and let him know your concern.

**SERVICE HOURS**  
 MONDAY - FRIDAY 7:00 AM - 6:00 PM  
 SATURDAY 7:00 AM - 4:00 PM



TX

# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law  
P.O. Box 27398  
Houston, TX 77027

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

RECEIVED

January 3, 2018

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

OGC Lit  
Consumer Claims

Re: [REDACTED]  
Vehicle: 2015 Ford Explorer  
VIN: 1FMSK7D84FG [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 in 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  
By: s/n Adam Mott  
Attorney for Plaintiff

CC: Toyota of Boerne, 31205 Frontage Rd, Boerne, TX 78006



RETURN RECEIPT REQUESTED ELECTRONICALLY

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

USPS CERTIFIED MAIL



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

00000799 1oz FP 0.453

CM-wSig  
00000799

CM-0623-11608.01



FORD MOTOR COMPANY  
PO BOX 6248  
DEARBORN MI 48121-6248



**From:** Hannah H  
**To:** [Bardell, Steve \(S.\); Adam Mott](mailto:Bardell.Steve(S.)@Adam.Mott)  
**Subject:** [REDACTED]  
**Date:** Friday, January 12, 2018 10:56:16 AM  
**Attachments:** [Payoff, Payment History & Registration \(1\).pdf](#)

---

Hi Steve,

Please see attached documents for the repurchase of our client's vehicle.

Thank you,

--

**Hannah Maurer**  
**Case Manager**  
**Lemon Law Group Partners PLC**  
Phone: (888)415-0610 Ext. 113  
Fax: (888)809-7010  
[hannah@lemonlawgrouppartners.com](mailto:hannah@lemonlawgrouppartners.com)





January 11, 2018

[REDACTED]  
[REDACTED]  
SAN ANTONIO, TX [REDACTED]

Re: Account # 6 [REDACTED]

Dear: [REDACTED]

This letter is to certify the loan payoff amount of the above referenced loan with Security Service Federal Credit Union, for [REDACTED]

Payoff Amount: \$36,185.31  
Good Through: 1/11/2018  
Per Diem Amount: \$3.81

If you have any questions or need additional information, please contact our office at (800) 527-7328 nationwide.

Sincerely,

William Flournoy



**William A. Flournoy**

[ssfcu.org](http://ssfcu.org)

Senior Member Relationship Officer

**DE ZAVALA**  
12707 IH 10 W.  
San Antonio, Texas 78230

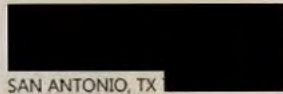
[wflournoy@ssfcu.org](mailto:wflournoy@ssfcu.org)  
D 210.476.4201  
F 210.476.4222



MEMBERSHIP  
CHANGES  
EVERYTHING



**MEMBERSHIP  
CHANGES  
EVERYTHING**  
CallPlus Automated  
Phone Banking  
210-357-9000 or 1-  
800-52-SSFCU  
(77328)  
ssfcu.org



SAN ANTONIO, TX  
AccountType: **LOAN**  
TransactionType: **All**

LOAN -   
Recent History Snapshot  
Date Range: 01/07/2017 to 01/11/2018

Beginning Balance: \$41,542.74    Ending Balance: \$36,105.33    Total Debits: \$41,542.74    Total Credits: \$6,875.90

Posting Date	Description	Debit Amount	Credit Amount	Interest Paid	Principal Paid	Balance
12/21/2017	REGULAR PAYMENT-TS TELLER		\$625.08	\$119.71	\$505.37	\$36,105.33
11/20/2017	REGULAR PAYMENT-TS TELLER		\$625.08	\$121.36	\$503.72	\$36,610.70
10/20/2017	REGULAR PAYMENT-TS TELLER		\$625.10	\$115.09	\$510.01	\$37,114.42
09/21/2017	REGULAR PAYMENT-TS TELLER		\$625.08	\$124.66	\$500.42	\$37,624.43
08/21/2017	REGULAR PAYMENT-TS TELLER		\$625.08	\$126.29	\$498.79	\$38,124.85
07/21/2017	REGULAR PAYMENT-TS TELLER		\$625.08	\$132.03	\$493.05	\$38,623.64
06/19/2017	REGULAR PAYMENT-TS TELLER		\$625.08	\$129.53	\$495.55	\$39,116.69
05/19/2017	REGULAR PAYMENT-TS TELLER		\$625.08	\$126.93	\$498.15	\$39,612.24
04/19/2017	REGULAR PAYMENT-TS TELLER		\$625.08	\$124.22	\$500.86	\$40,110.39
03/21/2017	REGULAR PAYMENT-TS TELLER		\$625.08	\$117.11	\$507.97	\$40,611.25
02/22/2017	REGULAR PAYMENT-TS TELLER		\$625.08	\$201.56	\$423.52	\$41,119.22
01/07/2017	LOAN FUNDING	\$41,542.74		\$0.00	\$41,542.74	\$41,542.74



Texas Department of Motor Vehicles

### TITLE APPLICATION RECEIPT

COUNTY: KENDALL  
 TAC NAME: [REDACTED]  
 DATE: 02/09/2017  
 TIME: 02:03PM  
 EMPLOYEE ID: CORREIA  
 EFFECTIVE DATE: 02/07/2017  
 EXPIRATION DATE: 1/2018  
 TRANSACTION ID: [REDACTED]

OWNER NAME AND ADDRESS  
 [REDACTED]  
 SAN ANTONIO, TX [REDACTED]

REGISTRATION CLASS: PASSENGER-LESS/EQL 6000  
 PLATE TYPE: PASSENGER-TRUCK PLT  
 ORGANIZATION:  
 STICKER TYPE: WS

VEHICLE IDENTIFICATION NO: 1FM5K7D84F [REDACTED] VEHICLE CLASSIFICATION: PASS-TRK  
 YR/MAKE: 2015/FORD MODEL: EXP BODY STYLE: LL UNIT NO:  
 EMPTY WT: 4500 CARRYING CAPACITY: 0 GROSS WT: 4500 TRAILER TYPE:  
 BODY VEHICLE IDENTIFICATION NO: TVL TRLR L/W/SQFT: 0'0"  
 PREV OWNER NAME: TOYOTA OF BOERNE PREV CITY/STATE: BOERNE, TX

INVENTORY ITEM(S)	YR	FEE	AMOUNT
PASSENGER-TRUCK PLT		TITLE APPLICATION FEE	\$ 13.00
WINDSHIELD STICKER	2018	TITLE APPLICATION FEE	\$ 15.00
		TEXAS MOBILITY FUND FEE	\$ 1,035.41
VEHICLE RECORD NOTATIONS		SALES TAX FEE	\$ 5.00
ACTUAL MILEAGE		BUYERS TAG	\$ 50.75
E-TITLE		WINDSHIELD STICKER	\$ 1.00
MAJOR COLOR: RED		REG FEE-DPS	\$ 10.00
		CNTY ROAD BRIDGE ADD-ON FEE	\$ 1.00
		CHILD SAFETY FUND	\$ 7.50
		INSPECTION FEE-1YR	\$ 4.75
		PROCESSING AND HANDLING FEE	\$ 1,143.41
		TOTAL	\$ 1,143.41

ODOMETER READING: 18883 BRAND: A  
 OWNERSHIP EVIDENCE: TEXAS TITLE  
 1ST LIEN DATE: 01/07/2017  
 SECURITY SERVICE FCU  
 PO BOX 691510  
 SAN ANTONIO, TX 78269-1510

METHOD OF PAYMENT: [REDACTED] PAYMENT AMOUNT:  
 CHECK # [REDACTED] \$ 1,143.41  
 TOTAL AMOUNT PAID \$ 1,143.41

SALES TAX CATEGORY: SALES/USE  
 Date of Assignment/Sales Tax Date: 01/07/2017  
 Sales Price \$ 28,714.00  
 Less Trade In Allowance \$ 12,147.49  
 Taxable Amount \$ 16,566.51  
 Sales Tax Paid \$ 1,035.41  
 Less Other State Tax Paid \$ 0.00  
 Tax Penalty \$ 0.00  
 TOTAL TAX PAID \$ 1,035.41  
 Batch No: 3014277301 Batch Count: 20

TITLE WILL BE ELECTRONICALLY FILED WITH THE LIENHOLDER.  
 THIS RECEIPT TO BE CARRIED IN ALL COMMERCIAL VEHICLES.  
 THIS RECEIPT IS YOUR PROOF OF APPLICATION FOR CERTIFICATE OF TITLE AND REGISTRATION.

**PEEL FROM BACK ONLY / DESPEGUE POR DETRÁS**

**Peel sticker from any corner.  
 Despegue la calcomanía de cualquier es**

## Case



### General Info

Overview

Case Number	[REDACTED]	Status	Resolved
Priority		Owner	 Dealer
Expected Resolution Date		Status Reason	Resolved   Closed
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	 AUTOMATED P18 CASE	Caller Type	
Best Contact Method		Use for Reply-To	
Best Daytime Phone		Customer Delegate	
Customer Home Phone		Customer Delegate Phone	
Customer Business Phone		Relationship	
Customer Mobile Phone			
Vehicle Purchase Status			

Current LTV Score

Customer Scores

Loyalty Score

Defector Score

LTV Score

Dissat Score

In-Market

ESP Score

Likelihood to Service

Service Segments

Loyalty Segment -  
Mexico**Dealer Info**

Dealer Info

Dealer Name  Northside Ford

Dealer PA Code 04410

Dealer Service  
ManagerDealer Phone  
Number (210) 525-9800More than one  
Service Manager No

Dealer Contact

Service Mgr. Phone

Ford CSM  Tammy Smalling

Portal Status

No New Message

FMCC Branch Code

**Vehicle Info**

Vehicle Info

VIN  1FMSK7D84FC 

Mileage

51,453

Warranty Start Date

Mileage Units

Miles

Vehicle  
Modifications No

Hours in Service

Original Selling  
Dealer

Converted Mileage

Original Selling PA

Days Out of Service

Number of Repairs

Unit Down

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  2015 > FORD > EXPLORER > K7D - EXPLORER XLT FWD 4-DR

Model Year  2015

Make  FORD

Model / Vehicle Line  EXPLORER

Body Style  K7D - EXPLORER XLT FWD 4-DR

Engines Specification  3.5L V6 CYCLONE TIVCT

Transmissions Specification  6 SPD AUTO TRANS 6F

Equipment and Software

SVNC Version

Modern / TCU?

Installed SVNC Software Version

WiFi Capable


WiFi Enabled


Installed Date


Date Retrieved

Case Classification

Classification

Responsible Team  Dealer

Case Classification Full Path  Automated P18 Spend Documentation

Case Classification Level 1  Automated P18 Spend Documentation

Case Classification Level 2

Case Classification Level 3

Case Classification Level 4

Classification

Initial Contact Target  
Case Closure Target

Initial Contacted No  
Initial Contact Date

**Symptom Code**

Symptom Code  
Level 1  
Level 2  
Level 3  
Level 4

**Miscellaneous Info**

Miscellaneous Info

Master Case  
Caller Authorization Code 0011748061  
Stars ID  
Tech Hotline No  
FSA Number  
Campaign Number  
Repair Order Number  
Chat UID  
Vendor Supplied Case Id P1890769146 0051453

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"/>	8244 Resolution	Case Resolution	Completed	Normal	11/19/2017 11:45..
<input checked="" type="checkbox"/>	Resolved	Close Case	Completed	Normal	11/19/2017 11:45..

Title: 2 of 2 (0 selected)

Page 1

PT8 goodwill spend documentation : RO Date : 2017-10-23 RO # [REDACTED] O Line : 01 Causal Part : ENTRE Total part amount : \$13,08 Total labor amount : \$19,79 Total misc amount : \$0 Total Cost : \$32,87 Customer Contribution : \$0 Dealer Contribution : \$0 Ford Contribution : \$32,87 Customer Comments : E41 OWNER STATES AFTER ENGINE WARMED UP AND WHEN ACCELERATING HARD, AN ODOR COMES IN THE CAB AREA THAT SMELLS LIKE MAYBE EXHAUST (ADVISOR WENT ON TEST DRIVE AND DUPLICATED CONCERN SOON AFTER HARD ACCELERATION), Technical Comments : ROAD TEST TO VERIFY EXHAUST ODOR CONCERN. REPLACE 2 BODY PLUGS ON VERTICAL PANEL BEHIND REAR BUMPER  
[SSIS01 Load \(Prod\) Service 11/19/2017 11:38 PM](#)

Article

Article

Admin Info

Admin Info

Created By	SSIS01 Load (Prod) Service	Modified By	SSIS01 Load (Prod) Service
Created On	11/19/2017 11:35 PM	Modified On	11/19/2017 11:45 PM
Begin Date	11/19/2017	Case Type	
Title	[REDACTED]	Source Created By	



**IMPORTANT - DO NOT PERFORM REPAIRS UNTIL AUTHORIZED!**

**Dealer/Fleet Request For OGC Review**

**\*\*\*Note: this form is for Retail and Fleet vehicles\*\*\***

Pursuant to the W&P Manual, the service manager is required to complete a Dealer/Fleet Request for OGC Review form if he/she suspects legal action such as, alleged accidents or fires, may be taken. This form includes customer and vehicle information as well as a description of the allegations.

**\*\*\*Note: All fields are required and must be filled in accordingly before submitting this form\*\*\***

**\*\*\*NOTE: You also have the option of printing this form and then faxing the fully completed form to 313-845-5668 or 313-845-5555\*\*\***

**DEALER INFORMATION**

OGC Lit  
Product Claims

Dealership/Fleet Name: Brandon Ford

Requesting Dealer/Fleet: Brandon Ford

P&A Code: 04963

Contact Person: Joe Turinski

Title: Service Manager

Phone Number: 8135343373

Fax Number:

Email Address: jturinsky@brandonford.com

Region: orlando

Address: 9090 Adamo dr.

City: tampa

State: Florida

Zip Code: 33619

**CUSTOMER/VEHICLE INFORMATION**

Warranty Start Date: 7/11715

Vehicle Year: 2015

Vehicle Model: explorer

Vehicle VIN: 1fm5k7f89fg [REDACTED]

Mileage: 40190

Customer/Fleet Name: [REDACTED]

Street Address: [REDACTED]

City: land o lakes

State: Florida

Zip Code:



Home Phone:

Work Phone:

Region:

**DETAILS OF INCIDENT**

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

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

Incident Involves:

Accident  Fire  Injury  Medical Attention Sought

Date of Incident: 12/28/2017

County In which incident occurred: usa

Is customer alleging a component defect CAUSED the incident?  Yes  No

customer states has exhaust smell in cabin making them sick

If yes, what type & details:  
If no, refer to Escalated Concern Handling section of the Customer Handling Roadmap

Was a police report filed?  Yes  No

If yes, where:

Has the insurance company been contacted?  Yes  No

What did the insurance company advise?

Name and phone number of owner's insurance company & agent's name:

If the vehicle is a conversion unit, who is the coach builder?

City:

State:

Zip Code:

Vehicle Location:

Brandon Ford service

Attorney Information (if applicable):

CVO Contact (if applicable - Fleet Only):

**RESOLUTION THAT CUSTOMER IS SEEKING:**

no more exhaust in the vehicle

**COMMENTS:**

Hotline Assistance Request 113188034

Submit Request



December 16, 2017  
Ford Motor Company  
Ford Customer Service Division  
P. O. Box 1904  
Dearborn, Michigan 48121-1904

Dear Sir/Madam

Re: (2017 Ford Explorer VIN: 1FM5K7DH4HG [REDACTED])

On May 26, 2017, I leased a motor vehicle from Capital Ford Dealership in Hillsborough NC, a 2017 Ford Explorer VIN: 1FM5K7DH4HG [REDACTED]. Unfortunately, the vehicle has not been satisfactory due to exhaust fumes entering the vehicle. On one of my summer drives, I was overcome by carbon monoxide gas and was involved in a collision on July 16, 2017.

The collision caused extensive damage to the car and physical and emotional trauma to me. The vehicle was taken to Lee's Towing on Hillsborough Rd, Durham NC and I was taken via ambulance to Duke Regional Hospital, Durham NC on July 16, 2017 at approximately 1:45 pm. Since the accident the car has been inoperable and I am still having issues with both of my knees.

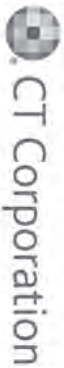
I would appreciate it if you could inspect said above vehicle. As I am sure you can appreciate, I rely on my car for transport and apart from the inconvenience, this problem has also caused me to incur additional cost (I have kept the receipts as proof). The car is currently located at Capital Fords repair facility directly across from Lee's Towing yard.

I look forward to settling this matter amicably. If, however, the matter is not satisfactorily resolved by January 16, 2018., I will consider taking further action to resolve the complaint either through the Department of Commerce or through the courts.

Yours faithfully

[REDACTED]





**Service of Process  
Transmittal**  
01/09/2018  
CT Log Number [REDACTED]

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

**RE:** **Process Served in California**  
**FOR:** Ford Motor Company (Domestic State: DE)

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

**TITLE OF ACTION:** [REDACTED], Pltf. vs. Ford Motor Company, et al., Dfts.

**DOCUMENT(S) SERVED:** Summons, Complaint, Notice(s), Attachment(s), Cover Sheet

**COURT/AGENCY:** San Diego County - Superior Court - San Diego, CA

**CASE #:** [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - 2015 Ford Explorer, VIN:  
1FM5K8G7FC [REDACTED]

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

**DATE AND HOUR OF SERVICE:** By Process Server on 01/09/2018 at 15:00

**JURISDICTION SERVED :** California

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

**ATTORNEY(S) / SENDER(S):**

Jordan K. Wager  
The Bickel Law Firm, Inc.  
701 B St, Suite 1200  
San Diego, CA 92101-8107  
619-374-4100

**ACTION ITEMS:** CT has retained the current log, Retain Date: 01/10/2018, Expected Purge Date:  
01/15/2018

Image SOP

Email Notification, Chris Dzbanski cdzbansk@ford.com

Email Notification, Mary Ann Mackinnon mmackin1@ford.com

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

1/9/18 @ 3PM

### SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

FORD MOTOR COMPANY, and DOE 1 through DOE 10 inclusive

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



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

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**01/02/2018 at 12:00:00 AM**  
Clerk of the Superior Court  
By Tamara Parra, Deputy Clerk

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

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

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

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

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

The name and address of the court is:  
(El nombre y dirección de la corte es): Hall of Justice  
330 W Broadway,  
San Diego, CA 92101

CASE NUMBER:  
(Número del Caso): [Redacted]

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Jordan K. Wager, Bickel Law Firm, 701 B Street, Suite 1200, San Diego, California 92101 (619) 374-4100

DATE: 01/03/2018  
(Fecha)

Clerk, by [Signature] Deputy  
(Secretario) (Adjunto)

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



**NOTICE TO THE PERSON SERVED:** You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): Ford Motor Company  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date):

1 THE BICKEL LAW FIRM, INC.  
Brian J. Bickel, State Bar No. 205646  
2 Erika N. Kavicky, State Bar No. 225052  
Jordan K. Wager, State Bar No. 306545  
3 Matt Burgess, State Bar. No. 312402  
701 B St, Suite 1200  
4 San Diego, California 92101-8107  
Telephone: (619) 374-4100  
5 Facsimile: (619) 231-9040

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**01/02/2018** at 12:00:00 AM  
Clerk of the Superior Court  
By Tamara Parra, Deputy Clerk

6 Attorneys for Plaintiff [REDACTED]

7  
8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO  
9 HALL OF JUSTICE

10 [REDACTED] ) Case No. [REDACTED]  
11 [REDACTED] )  
12 )  
13 Plaintiff, ) COMPLAINT FOR VIOLATION OF THE  
14 vs. ) SONG-BEVERLY CONSUMER  
15 FORD MOTOR COMPANY, and DOE 1 ) WARRANTY ACT  
16 through DOE 10 inclusive, )  
17 Defendants, )

18  
19 Plaintiff alleges:

20 1. Plaintiff [REDACTED] (hereinafter "Plaintiff") is, and at all times  
21 mentioned herein was, a competent adult.

22 2. Plaintiff is informed and believes and thereupon alleges that defendant FORD  
23 MOTOR COMPANY is a limited liability company.

24 3. Defendants DOE 1 through DOE 10 inclusive are sued herein pursuant to California  
25 Code of Civil Procedure §474. DOE 1 through DOE 10 are each independently, or as a  
26 representative of another defendant in this suit, responsible in some manner for the causes of action  
27 set forth herein and the damages sustained by Plaintiff.

28 ///

1           4.       Plaintiff purchased the subject 2015 Ford Explorer, VIN: 1FM5K8GT7FG [REDACTED]  
2 ("the subject vehicle") on or about July 26, 2015, from Ken Grody Ford in Carlsbad, California.  
3 The subject vehicle is a new motor vehicle that was purchased primarily for personal, family, or  
4 household purposes or it is a new motor vehicle with a gross vehicle weight under 10,000 pounds  
5 that was bought or used primarily for business purposes by an entity to which not more than five  
6 motor vehicles are registered in this state. The subject vehicle is a "new motor vehicle" under the  
7 Song-Beverly Consumer Warranty Act, Civil Code §§1790 et seq ("the Act").

8           5.       Ken Grody Ford is engaged in the business of distributing or selling consumer goods  
9 at retail. Plaintiff is a "buyer" under the Act.

10          6.       FORD MOTOR COMPANY manufactures, assembles, or produces consumer goods.  
11 FORD MOTOR COMPANY is a "manufacturer" under the Act.

12          7.       FORD MOTOR COMPANY issued an "express warranty" to Plaintiff in which, *inter*  
13 *alia*, FORD MOTOR COMPANY undertook to preserve or maintain the utility or performance of  
14 the subject vehicle. Said warranty was an integral factor in Plaintiff's decision to purchase the  
15 subject vehicle.

16          8.       The subject vehicle has suffered from nonconformity(s) to warranty, including, but  
17 not limited to, defect(s) which have manifested in the recurrent emanation of exhaust odor into the  
18 cabin of the vehicle, the recurrent emanation of carbon monoxide into the cabin of the vehicle,  
19 recurrent emanation of fuel odor into the cabin of the vehicle, intermittent abnormal illumination of  
20 the air bag light, intermittent sticking and/or binding of the brakes, and recurrent malfunction of the  
21 HVAC module. Said nonconformity(s) have substantially impaired the vehicle's use, value, or safety  
22 to Plaintiff.

23          9.       Plaintiff has delivered the vehicle to FORD MOTOR COMPANY or its authorized  
24 repair facility(s) for repair of said nonconformity(s). FORD MOTOR COMPANY or its authorized  
25 repair facility(s) have failed to commence repairs within a reasonable time; failed to complete repairs  
26 within (30) days; and/or failed to service or repair the subject vehicle to warranty after a reasonable  
27 number of attempts.

28       ///

1           10.     The subject vehicle was not fit for the ordinary purposes for which such goods are  
2 used and was not of the same quality as those generally acceptable in the trade. FORD MOTOR  
3 COMPANY breached the implied warranty of merchantability and implied warranty of fitness.  
4 Plaintiff is entitled to revoke acceptance of the subject vehicle under the Act.

5           11.     FORD MOTOR COMPANY has not replaced the vehicle or otherwise made  
6 restitution to Plaintiff pursuant to its obligations under the Act.

7           12.     Plaintiff is informed and believes and thereupon alleges that FORD MOTOR  
8 COMPANY'S refusal to replace the vehicle or make restitution to Plaintiff was wilful and not the  
9 result of a good faith and reasonable belief that the facts imposing said statutory obligation were  
10 absent.

11          13.     Pursuant to the Act, Plaintiff is entitled to restitution in an amount equal to the actual  
12 price paid or payable by Plaintiff and collateral charges such as sales tax, license fees, registration  
13 fees, and other official fees less an amount directly attributable to use by Plaintiff prior to the time  
14 Plaintiff first delivered the vehicle for repair.

15          14.     Plaintiff is entitled to recover incidental, consequential, and general damages,  
16 including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by  
17 Plaintiff.

18          15.     Plaintiff is entitled to recover a civil penalty up to two times the amount of actual  
19 damages for FORD MOTOR COMPANY'S wilful refusal to comply with its statutory obligations  
20 under the Act.

21          16.     Plaintiff is entitled to recover a sum equal to the aggregate amount of costs and  
22 expenses including attorney's fees based on actual time expended and reasonably incurred in  
23 connection with the commencement and prosecution of this action.

24     ///

25     ///

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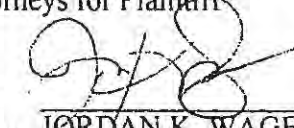
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WHEREFORE, Plaintiff prays for judgment against FORD MOTOR COMPANY as follows:

1. For actual damages, including collateral charges, and incidental, consequential, and general damages. To date, such damages include, but are not limited to, in amounts according to proof, Plaintiff's down payment (est. \$5,000), monthly payments to date (est. \$35,500), future finance payments and/or loan payoff, vehicle registration, repair expenses, out of pocket expenses, towing expenses, expenses inadvertently omitted herein, and other future expenses reasonably incurred by Plaintiff in connection with this action; and
2. For a civil penalty up to two times the amount of actual damages (est. \$64,030.54); and
3. For rescission of the contract and restitution of consideration; and
4. For interest on said sum from date of rescission to date of judgment herein; and
5. For attorneys' fees based on actual time expended and reasonably incurred in connection with the commencement and prosecution of this action; and
6. For costs of suit incurred in connection with the commencement and prosecution of this action; and
7. For such other and further relief as the court deems proper.

DATED: December 29, 2017

THE BICKEL LAW FIRM, INC.  
Attorneys for Plaintiff

By:   
\_\_\_\_\_  
JORDAN K. WAGER  
MATT BURGESS

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS:	[REDACTED]
MAILING ADDRESS:	[REDACTED]
CITY AND ZIP CODE:	San Diego, CA [REDACTED]
BRANCH NAME:	Central
TELEPHONE NUMBER:	[REDACTED]
PLAINTIFF(S) / PETITIONER(S): [REDACTED]	
DEFENDANT(S) / RESPONDENT(S): Ford Motor Company	
SULLIVAN VS FORD MOTOR COMPANY (IMAGED)	
<b>NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE</b>	CASE NUMBER: [REDACTED]

**CASE ASSIGNMENT**

Judge: Gregory W Pollack

Department: C-71

**COMPLAINT/PETITION FILED: 01/02/2018**

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	06/08/2018	01:30 pm	C-71	Gregory W Pollack

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR\* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

**COMPLAINTS:** Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

**JURY FEES:** In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

**COURT REPORTERS:** Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov).

\*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



Superior Court of California  
County of San Diego

**NOTICE OF ELIGIBILITY TO eFILE  
AND ASSIGNMENT TO IMAGING DEPARTMENT**

This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases for rules and procedures or contact the Court's eFiling vendor at [www.onelegal.com](http://www.onelegal.com) for information.

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "**IMAGED FILE**" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.



## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER [REDACTED]

CASE TITLE: [REDACTED] vs Ford Motor Company (IMAGED)

**NOTICE:** All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

#### Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

##### **Potential Advantages**

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

##### **Potential Disadvantages**

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

#### Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

**Mediation:** A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

**Settlement Conference:** A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

**Arbitration:** A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

**Other ADR Processes:** There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

### **Local ADR Programs for Civil Cases**

**Mediation:** The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

**On-line mediator search and selection:** Go to the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

**Settlement Conference:** The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

**Arbitration:** The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

**More information about court-connected ADR:** Visit the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) or contact the court's Mediation/Arbitration Office at (619) 450-7300.

**Dispute Resolution Programs Act (DRPA) funded ADR Programs:** The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at [www.ncrconline.com](http://www.ncrconline.com) or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at [www.nclifeline.org](http://www.nclifeline.org) or (760) 726-4900.

**Private ADR:** To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

### **Legal Representation and Advice**

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at [www.courtinfo.ca.gov/selfhelp/lowcost/](http://www.courtinfo.ca.gov/selfhelp/lowcost/).

<p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b></p> <p>STREET ADDRESS: [REDACTED]</p> <p>MAILING ADDRESS: [REDACTED]</p> <p>CITY, STATE, &amp; ZIP CODE: San Diego, CA [REDACTED]</p> <p>BRANCH NAME: Central</p>	<p><i>FOR COURT USE ONLY</i></p>
<p>PLAINTIFF(S): [REDACTED]</p>	<p>CASE NUMBER: [REDACTED]</p>
<p>DEFENDANT(S): Ford Motor Company</p>	
<p>SHORT TITLE: SULLIVAN VS FORD MOTOR COMPANY (IMAGED)</p>	
<p><b>STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)</b></p>	

Judge: Gregory W Poilack

Department: C-71

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- |   |  |
|---|--|
| <input type="checkbox"/> Mediation (court-connected)  | <input type="checkbox"/> Non-binding private arbitration   |
| <input type="checkbox"/> Mediation (private)  | <input type="checkbox"/> Binding private arbitration   |
| <input type="checkbox"/> Voluntary settlement conference (private)                            | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private)   | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ |  |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

Alternate neutral (for court Civil Mediation Program and arbitration only): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Plaintiff: \_\_\_\_\_

Name of Defendant: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Plaintiff's Attorney: \_\_\_\_\_

Name of Defendant's Attorney: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

Dated: 01/03/2018

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Jordan K. Wager State Bar. No. 306545  
 THE BICKEL LAW FIRM, INC.  
 701 B Street, Suite 1200  
 San Diego, California 92101  
 TELEPHONE NO: (619) 374-4100 FAX NO: (619) 231-9040

FOR COURT USE ONLY

**ELECTRONICALLY FILED**  
 Superior Court of California,  
 County of San Diego

**01/02/2018 at 12:00:00 AM**  
 Clerk of the Superior Court  
 By Tamara Parra, Deputy Clerk

ATTORNEY FOR (Name): [REDACTED]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego  
 STREET ADDRESS: 330 West Broadway  
 MAILING ADDRESS: Same  
 CITY AND ZIP CODE: San Diego, CA 92101  
 BRANCH NAME: Hall of Justice

CASE NAME:  
 [REDACTED], FORD MOTOR COMPANY, LLC, et al.

**CIVIL CASE COVER SHEET**

**Unlimited** (Amount demanded exceeds \$25,000)       **Limited** (Amount demanded is \$25,000 or less)

**Counter**       **Joinder**

Complex Case Designation  
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: [REDACTED]

JUDGE: Judge Gregory W Poilack  
 DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<p><b>Auto Tort</b></p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p><b>Non-PI/PD/WD (Other) Tort</b></p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p><b>Employment</b></p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p>	<p><b>Contract</b></p> <p><input checked="" type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3,740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p><b>Real Property</b></p> <p><input type="checkbox"/> Eminent domain/inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p><b>Unlawful Detainer</b></p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p><b>Judicial Review</b></p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p>	<p><b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p><b>Enforcement of Judgment</b></p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p><b>Miscellaneous Civil Complaint</b></p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p><b>Miscellaneous Civil Petition</b></p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p>
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary    b.  nonmonetary, declaratory or injunctive relief    c.  punitive
4. Number of causes of action (specify): Violation of Cal. Civ. Code 1790 et seq.
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 29, 2017  
 Jordan K. Wager

[Signature]  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.





**Service of Process  
Transmittal**

01/10/2018  
CT Log Numbe

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



**RE: Process Served in Kentucky**  
**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] et al., Pltfs. vs. Ford Motor Company, Dft.

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

**COURT/AGENCY:** Perry County Circuit Court, KY  
Case # [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Manufacturing Defect - 2016 Ford Explorer

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Frankfort, KY

**DATE AND HOUR OF SERVICE:** By Certified Mail on 01/10/2018 postmarked on 01/03/2018

**JURISDICTION SERVED :** Kentucky

**APPEARANCE OR ANSWER DUE:** Within 20 days

**ATTORNEY(S) / SENDER(S):** C. Darlene Johnson  
257 Combs Road, Suite One  
Hazard, KY 41701  
606-436-0091

**ACTION ITEMS:** CT has retained the current log, Retain Date: 01/11/2018, Expected Purge Date:  
01/16/2018

Image SOP

Email Notification, Chris Dzbanski cdzbansk@ford.com

Email Notification, Mary Ann Mackinnon mmackin1@ford.com

**SIGNED:** C T Corporation System  
**ADDRESS:** 306 W. Main Street  
Suite 512  
Frankfort, KY 40601  
**TELEPHONE:** 609-538-1818



CHARLES IRA PATTERSON  
CIRCUIT COURT CLERK  
PERRY CIRCUIT & DISTRICT COURTS  
PERRY COUNTY HALL OF JUSTICE  
545 MAIN STREET, P.O. Box 7438  
HAZARD, KENTUCKY 41702-7438



7016 1970 0000 3022 1410



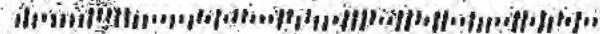
U.S. POSTAGE  PITNEY BOWES



ZIP 41701 \$011.93<sup>00</sup>  
02 4W  
0000340217 JAN. 03. 2016

FORD MOTOR COMPANY,  
SERVE: CT CORPORATION SYSTEM  
306 WEST MAIN ST, SUITE 512  
FRANKFORT KY 40601

4080131840 0003



AOC-S-105 Sum Code: CI  
Rev. 7-99



Case Number [REDACTED]  
Court CI  
County PERRY

Commonwealth of Kentucky  
Court of Justice  
CR 4.02; Cr Official Form 1

Civil Summons

Plaintiff, [REDACTED], ET AL VS. FORD MOTOR COMPANY,, Defendant

FORD MOTOR COMPANY,  
SERVE: CT CORPORATION SYSTEM  
306 WEST MAIN ST, SUITE 512  
FRANKFORT KY 40601

The Commonwealth of Kentucky to the above-named Defendant(s):

You are hereby notified that a legal action has been filed against you in this court demanding relief as shown on the document delivered to you with summons. Unless a written defense is made by you or by an attorney on your behalf within twenty (20) days following the day this paper is delivered to you, judgement by default may be taken against you for the relief demanded in the attached complaint.

The name(s) and address(es) of the party or parties demanding such relief against you or his/her (their) attorney(s) are shown on the document delivered to you with this summons.

Circuit/District Clerk, CHARLES PATTERSON

By [Signature], DC

Date: 12/22/2017

Proof of Service

This Summons was served by delivering a true copy and the Complaint (or other initiating document)

To: \_\_\_\_\_

Not Served because: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Served by \_\_\_\_\_

[REDACTED] ET AL VS. FORD MOTOR COMPANY,



FILED  ENTERED  TENDERED   
COST PAID  SUMMONS   
DATE 12-22-17  
CHARLES IRA PATTERSON  
PERRY CIRCUIT AND DISTRICT CLERK  
BY: UM

COMMONWEALTH OF KENTUCKY  
PERRY COUNTY CIRCUIT COURT  
CIVIL ACTION NO. 17-CI-558



**PLAINTIFF**

v.

**FORD MOTOR COMPANY**

**DEFENDANT**


Serve through Kentucky Secretary of State

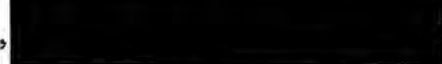
CT Corporation System  
306 West Main Street  
Suite 512  
Frankfort, KY 40601

---

**COMPLAINT**

---

Comes now the Plaintiffs,  husband and wife, and their two minor children, by and through counsel, and for their claims and causes of action against the Defendant, Ford Motor Company, states as follows:

- 1.) The Plaintiffs,  husband and wife, and their two minor children, were at all times a resident of Hazard, Perry County, Kentucky.
- 2.) Defendant Ford Motor Company, is a Delaware corporation with its principal place of business in Michigan. In this Complaint, "Ford" refers to the named Defendant and all related, successor, predecessor, parent and subsidiary entities to which these allegations pertain.

- 3.) The 2016 Ford Explorer purchased by Plaintiff was dangerous and defective when purchased because its design and exhaust and/or HVAC systems permitted an exhaust odor, exhaust and other gases, including carbon monoxide, to enter the passenger compartment of the vehicle. The defect is latent in nature because it is not obvious or ascertainable upon reasonable examination or inspection.
- 4.) At the time of the purchase, plaintiffs were not notified that the 2016 Ford Explorer they purchased was defective, nor were they notified that they and all occupants would be exposed to carbon monoxide and other potentially dangerous gases while driving in the 2016 Ford Explorer during its normal and customary use.
- 5.) Carbon monoxide is a colorless, odorless and tasteless gas that is toxic to humans.
- 6.) Ford has known about the defect with the Ford Explorer since 2009.
- 7.) On or about December 23, 2016, the Plaintiffs, were involved in an accident that was a direct cause of the negligence of the Defendant.
- 8.) At all times mentioned above, the Defendant breached a duty of care owed to the Plaintiffs by negligently and carelessly failing to correct a defect with the Ford Explorer, that the Plaintiff's were driving during the above-mentioned accident.
- 9.) As the direct and proximate cause of Defendant's negligence as stated above, the Plaintiffs have suffered damages.

**WHEREFORE**, Plaintiff demands judgment against the Defendant for:

- (a) Past mental and physical pain, suffering and inconvenience;
- (b) Future mental and physical pain, suffering and inconvenience,
- (c) Permanent impairment of ability to earn money;
- (d) Lost wages;

- (e) Past medical expenses;
- (f) Future medical expenses;
- (g) Future harm, and
- (h) Miscellaneous expenses;
- (i) Compensatory damages;
- (j) Plaintiffs costs, including reasonable attorney fee(s);
- (k) Pre-judgement and post-judgement interests;
- (l) TRIAL BY JURY
- (m) And any and all other relief to which the Plaintiffs may be entitled.

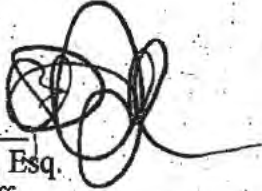
Respectfully submitted by:

  
C. Darlene Johnson  
C. Darlene Johnson, Esq.  
257 Combs Road, Suite One  
Hazard, KY 41701  
Ph: (606) 436-0091  
Fax: (606) 436-0069  
*Attorney for Plaintiffs*

**CERTIFICATE OF SERVICE**

I, C. Darlene Johnson, hereby certify that a true and accurate copy of this Complaint was filed in the Circuit Court of Perry County, Kentucky and served via U.S. certified mail on this the 22nd of December 2017 to the following:

Ford Motor Company  
One American Road  
Suite 1026  
Dearborn, MI 48126

  
C. Darlene Johnson  
C. Darlene Johnson, Esq.  
*Attorney for Plaintiffs*



Alison Lundergan Grimes  
Secretary of State

**Commonwealth of Kentucky  
Office of the Secretary of State**

Summons Division  
PO BOX 718  
FRANKFORT, KY 40602-0718

January 10, 2018

FORD MOTOR COMPANY  
ONE AMERICAN ROAD  
DEARBORN, MI 48126

OGC Lit  
Product Claims

JAN 10 2018

FROM: SUMMONS DIVISION  
SECRETARY OF STATE

RE: CASE NO: [REDACTED]

COURT: Circuit Court Clerk  
Perry County  
PO Box 7433  
Hazard, KY 41701  
Phone: (606) 435-6000

Legal action has been filed against you in the captioned case. As provided under Kentucky law, the legal documents are enclosed.

**Questions regarding this action should be addressed to:**

- (1) Your attorney, or
- (2) The attorney filing this suit whose name should appear on the last page of the complaint, or
- (3) The court or administrative agency in which the suit is filed at the clerk's number printed above.

The Kentucky Secretary of State has NO POWER to make a legal disposition of this case. Your responsive pleadings should be filed with the clerk of the court or agency where the suit is filed and served directly on your opposing party.

No copy of future pleadings need be sent to this office unless you wish us to serve the pleading under a particular statute or rule and pay for said service.

AOC-S-105 Sum Code: CI  
Rev. 7-99



Case Number [REDACTED]

Court CI

County PERRY

Commonwealth of Kentucky  
Court of Justice  
CR 4.02; Cr Official Form 1

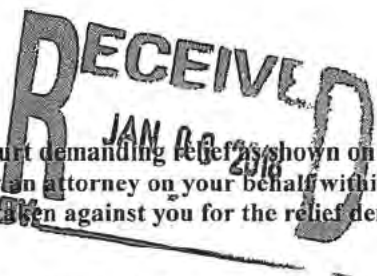
Civil Summons

Plaintiff, [REDACTED] ET AL VS. FORD MOTOR COMPANY,, Defendant

FORD MOTOR COMPANY  
ONE AMERICAN ROAD  
DEARBORN MI 48126

The Commonwealth of Kentucky to the above-named Defendant(s):

You are hereby notified that a legal action has been filed against you in this court demanding relief as shown on the document delivered to you with summons. Unless a written defense is made by you or by an attorney on your behalf within twenty (20) days following the day this paper is delivered to you, judgement by default may be taken against you for the relief demanded in the attached complaint.



The name(s) and address(es) of the party or parties demanding such relief against you or his/her (their) attorney(s) are shown on the document delivered to you with this summons.

Circuit/District Clerk, CHARLES PATTERSON

By [Signature], DC

Date: 12/22/2017

Proof of Service

[ ] This Summons was served by delivering a true copy and the Complaint (or other initiating document)

To: \_\_\_\_\_

[ ] Not Served because: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_.

Served by \_\_\_\_\_

[REDACTED] ET AL VS. FORD MOTOR COMPANY,



AOC-S-105 Sum Code: CI  
Rev. 7-99



Case Number [REDACTED]

Court CI

County PERRY

Commonwealth of Kentucky  
Court of Justice  
CR 4.02; Cr Official Form 1

Civil Summons

Plaintiff [REDACTED], ET AL VS. FORD MOTOR COMPANY,, Defendant

FORD MOTOR COMPANY  
ONE AMERICAN ROAD  
DEARBORN MI 48126

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The name(s) and address(es) of the party or parties demanding such relief against you or his/her (their) attorney(s) are shown on the document delivered to you with this summons.

Circuit/District Clerk, CHARLES PATTERSON

By [Signature], DC

Date: 12/22/2017

Proof of Service

[ ] This Summons was served by delivering a true copy and the Complaint (or other initiating document)

To: \_\_\_\_\_

[ ] Not Served because: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_.

Served by \_\_\_\_\_

[REDACTED] ET AL VS. FORD MOTOR COMPANY.



FILED ✓ ENTERED \_\_\_\_\_ TENDERED \_\_\_\_\_  
COST PAID \_\_\_\_\_ SUMMONS \_\_\_\_\_  
DATE 12-22-17  
CHARLES IRA PATTERSON  
PERRY CIRCUIT AND DISTRICT CLERK  
BY: WMA

COMMONWEALTH OF KENTUCKY  
PERRY COUNTY CIRCUIT COURT  
CIVIL ACTION NO. 17-CI-558

[REDACTED]

**TWO MINOR CHILDREN**

**PLAINTIFF**

**v.**

**FORD MOTOR COMPANY**

**DEFENDANT**

Serve through Kentucky Secretary of State

CT Corporation System  
306 West Main Street  
Suite 512  
Frankfort, KY 40601

---

**COMPLAINT**

---

Comes now the Plaintiffs, [REDACTED] husband and wife, and their two minor children, by and through counsel, and for their claims and causes of action against the Defendant, Ford Motor Company, states as follows:

- 1.) The Plaintiffs, [REDACTED] husband and wife, and their two minor children, were at all times a resident of Hazard, Perry County, Kentucky.
- 2.) Defendant Ford Motor Company, is a Delaware corporation with its principal place of business in Michigan. In this Complaint, "Ford" refers to the named Defendant and all related, successor, predecessor, parent and subsidiary entities to which these allegations pertain.

- 3.) The 2016 Ford Explorer purchased by Plaintiff was dangerous and defective when purchased because its design and exhaust and/or HVAC systems permitted an exhaust odor, exhaust and other gases, including carbon monoxide, to enter the passenger compartment of the vehicle. The defect is latent in nature because it is not obvious or ascertainable upon reasonable examination or inspection.
- 4.) At the time of the purchase, plaintiffs were not notified that the 2016 Ford Explorer they purchased was defective, nor were they notified that they and all occupants would be exposed to carbon monoxide and other potentially dangerous gases while driving in the 2016 Ford Explorer during its normal and customary use.
- 5.) Carbon monoxide is a colorless, odorless and tasteless gas that is toxic to humans.
- 6.) Ford has known about the defect with the Ford Explorer since 2009.
- 7.) On or about December 23, 2016, the Plaintiffs, were involved in an accident that was a direct cause of the negligence of the Defendant.
- 8.) At all times mentioned above, the Defendant breached a duty of care owed to the Plaintiffs by negligently and carelessly failing to correct a defect with the Ford Explorer, that the Plaintiff's were driving during the above-mentioned accident.
- 9.) As the direct and proximate cause of Defendant's negligence as stated above, the Plaintiffs have suffered damages.

**WHEREFORE**, Plaintiff demands judgment against the Defendant for:

- (a) Past mental and physical pain, suffering and inconvenience;
- (b) Future mental and physical pain, suffering and inconvenience,
- (c) Permanent impairment of ability to earn money;
- (d) Lost wages;

- (e) Past medical expenses;
- (f) Future medical expenses;
- (g) Future harm, and
- (h) Miscellaneous expenses;
- (i) Compensatory damages;
- (j) Plaintiffs costs, including reasonable attorney fee(s);
- (k) Pre-judgement and post-judgement interests;
- (l) TRIAL BY JURY
- (m) And any and all other relief to which the Plaintiffs may be entitled.

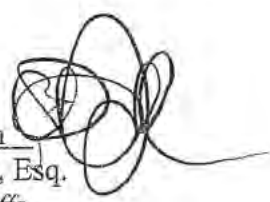
Respectfully submitted by:

  
C. Darlene Johnson  
C. Darlene Johnson, Esq.  
257 Combs Road, Suite One  
Hazard, KY 41701  
Ph: (606) 436-0091  
Fax: (606) 436-0069  
*Attorney for Plaintiffs*

**CERTIFICATE OF SERVICE**

I, C. Darlene Johnson, hereby certify that a true and accurate copy of this Complaint was filed in the Circuit Court of Perry County, Kentucky and served via U.S. certified mail on this the 22nd of December 2017 to the following:

Ford Motor Company  
One American Road  
Suite 1026  
Dearborn, MI 48126

  
C. Darlene Johnson  
C. Darlene Johnson, Esq.  
*Attorney for Plaintiffs*



**KENTUCKY UNIFORM POLICE  
TRAFFIC COLLISION REPORT**

**DRAFT**

MASTER FILE #

INVESTIGATING AGENCY <b>WHITLEY COUNTY SHERIFF DEPT.</b>	AGENCY ORI NUMBER <b>1180000</b>	LOCAL CODE <b>405-16-118</b>
---	-------------------------------------	---------------------------------

ROADWAY NAME	PARKING LOT: N	INTERSECTION WITH: N	BETWEEN STREETS: N
--------------	----------------	----------------------	--------------------

ROADWAY # 10075	DISTANCE FROM MILEPOINT	MILEPOINT # 6.724	INJURED 4	KILLED	# UNITS INVOLVED 1	HIT & RUN NO	ONE WAY NO	SPEED LIMIT 070 MPH
--------------------	-------------------------	----------------------	--------------	--------	-----------------------	-----------------	---------------	------------------------

IN CITY LIMITS? NO	LATITUDE DEG: 36 MIN: 40.983	COLLISION DATE AND TIME 12/22/2016 08:34
MILES FROM CITY 4 MILES SOUTH	LONGITUDE DEG: 84 MIN: 8.108	

CITY/TOWN: 11802 - WILLIAMSBURG	RAMP: NO	DIR:  DIR:
COUNTY: 118 - WHITLEY	FROM:	
SECONDARY COLLISION: NO	MEDIAN CROSSOVER: NO	

MANNER OF COLLISION 09 - SINGLE VEHICLE	LOCATION 1ST EVENT 03 - ON ROADWAY	TRAFFIC CONTROL 01 - ADVISORY SPEED SIGN
--	---------------------------------------	---

ROADWAY TYPE 04 - INTERSTATE	TOTAL LANES 2	ROADWAY CHARACTER 04 - STRAIGHT & GRADE	ROADWAY SURFACE 01 - ASPHALT	ROADWAY CONDITION 01 - DRY
---------------------------------	------------------	--	---------------------------------	-------------------------------

WEATHER 02 - CLEAR	LIGHT CONDITION 02 - DAYLIGHT	LAND USE 03 - LIMITED ACCESS	SCHOOL BUS RELATED 03 - NOT APPLICABLE
-----------------------	----------------------------------	---------------------------------	---

FIRST AID AT SCENE YES	FIRST AID GIVEN BY WHITLEY CO EMS
INJURED REMOVED TO 40001 - JELICO COMMUNITY (JELICO TN)	

EMS AGENCY AND RUN # 10 15	EMS AGENCY AND RUN # 16197916	EMS AGENCY AND RUN # 161979234						
NOTIFIED TIME 08:36	ARRIVED TIME 08:50	TIME AT HOSPITAL 09:27	NOTIFIED TIME 08:51	ARRIVED TIME 09:01	TIME AT HOSPITAL 09:46	NOTIFIED TIME 08:51	ARRIVED TIME 09:01	TIME AT HOSPITAL 09:38

INJURED OR DECEASED REMOVED BY 03 - MUNICIPAL/COUNTY EMERGENCY VEHICLE
---

1 PROPERTY DAMAGE - OTHER THAN VEHICLES GUARDRAIL	PROPERTY TC - TRANSPORTATION CABINET
--	---

OWNER/ADDRESS KY DEPT. OF TRANSPORTATION
---

2 PROPERTY DAMAGE - OTHER THAN VEHICLES	PROPERTY
---	----------

OWNER/ADDRESS
---------------

3 PROPERTY DAMAGE - OTHER THAN VEHICLES	PROPERTY
---	----------

OWNER/ADDRESS
---------------

INV. COMPLETE YES	PHOTOS YES	PHOTOGRAPHER UNIT NO. 60			
INVESTIGATOR SHELLEY T	ID NUMBER 60	BEAT OR POST NO. 118	TIME NOTIFIED 08:36	TIME ARRIVED 08:55	RDWY OPENED 10:20

REVIEWED BY	PAGE 1 OF 3
-------------	----------------

**DRAFT**

MASTER FILE #

INVESTIGATING AGENCY WHITLEY COUNTY SHERIFF DEPT.

AGENCY ORI NUMBER 1180000

LOCAL CODE 405-16-118

U-1 was traveling in the southbound slow lane of I-75. U-1 stated that he yawned and got dizzy, causing him to lose control of his vehicle. U-1 then went through the emergency lane, into an embankment and overturned several times. U-1 went approximately 200 feet south after leaving the roadway to final rest. U-1's final rest was upside down on the guardrail facing west.

KENTUCKY UNIFORM POLICE TRAFFIC COLLISION REPORT - UNIT

**DRAFT**

MASTER FILE #

INVESTIGATING AGENCY WHITLEY COUNTY SHERIFF DEPT.

AGENCY ORI NUMBER 1180000

LOCAL CODE 405-16-118

UNIT # TOWED? YES - BOLTON'S

TOWED DUE TO DISABLED? YES # OCCUPANTS 4

PEDESTRIAN FACTORS

OPERATOR'S LIC. NO. STATE KY LIC. CLASS D ENDORSEMENT

OPERATORS LICENSE RESTRICTIONS

CDL NO CO. RESIDENT NO OWNER YES

OPERATOR NAME (L.N. FN. MI)

DATE OF BIRTH ADDRESS

JEFF, K

COMPLIANT YES

A. PRE-COLLISION VEHICLE ACTION 05 - GOING STRAIGHT AHEAD

B. UNIT TYPE 08-LT TRUCK(VAN/SPORTS UTILITY/PICKUP)

C. FIRE NO

D. OVERTURNED YES

E. HUMAN FACTORS 99 - NONE DETECTED

F-H. EVENT COLLISION

1ST: 16 - EARTH EMBANKMENT/ROCKCUT/DITCH

3RD: 20 - GUARDRAIL FACE

2ND: 36 - OVERTURNED

I. VEHICULAR FACTORS 99 - NONE DETECTED

J. ENVIRONMENTAL FACTORS 99 - NONE DETECTED

K. UNDERRIDE/OVERRIDE 01 - NO UNDERRIDE/OVERRIDE

INVOLVED PERSONS: NAME, ADDRESS, CITY, STATE AND ZIP

NAME, ADDRESS, CITY, STATE AND ZIP	DOB/DOJ	14	15	16	17	18	19	20	21	22	23
JEFF, KY	MALE DOB: [REDACTED]	08,01		01	03	08	01	02 03	01	01	01
JEFF, KY	FEMALE DOB: [REDACTED]	02	YES	02	02	08	01	02 03	01	01	01
[REDACTED] KY	FEMALE DOB: [REDACTED]	02	YES	04	02	08	01	03	01	01	01
JEFF, KY	FEMALE DOB: [REDACTED]	02	YES	06	02	08	01	03	01	01	01

VEH YEAR 2016 MAKE FORD MODEL EXPLORER TYPE LL STATE KY REGISTRATION NUMBER [REDACTED] YEAR 2017

VEHICLE ID NUMBER 1FM5K8F86GG VEHICLE INSURED YES NAME OF INSURANCE CO. KY FARM BUREAU 1-606-436-0055 INSURANCE POLICY # [REDACTED] COLOR OF VEH SILVER/ALU

1ST AREA OF CONTACT 01 - FRONT VEHICLE 1ST AREA CONTACT - COMBINATION VEHICLE EXTENT OF DAMAGE VERY SEVERE AIR BAG SWITCH NOT PRESENT TRAVEL DIRECTION SOUTH

ESTIMATED TRAVEL SPEED MOST HARMFUL EVENT

COMMERCIAL VEH. NO LARGE TRUCK OR BUS NO PLACARD PRESENT HAZ. CARGO HAZ. SPILL HAZ. MAT. # TYPE CARGO/COMMODITY NAS SAFETY REPORT #

HM CLASS SINGLE/COMBINATION/BOBTAIL NO. AXLES NO. TRAILERS US DOT # CARRIER TYPE ICC MC # CRASH AVOIDANCE (Fatal Only)

VEHICLE CONFIGURATION CARGO BODY TYPE BUS USE

GVWR TOTAL MOTOR CARRIER NAME CARRIER NAME SOURCE

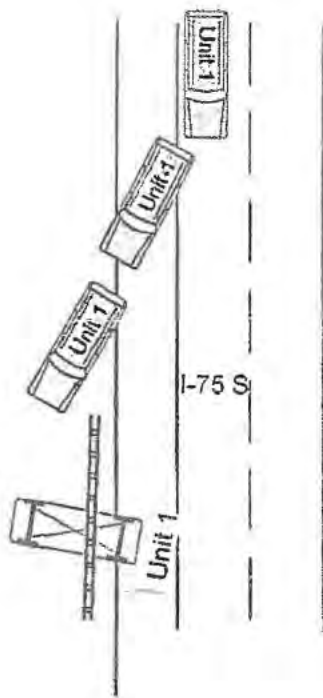
MOTOR CARRIER ADDRESS

VIOLATION CODES CITATION NUMBER CASE NUMBER SUSPECTED DRINKING DRIVER NO METHOD OF DETERMINATION 02 - OBSERVATION

TA Y

TEST OFFERED NO CHEMICAL TEST TESTED FOR SENT TO RESULTS PAGE

AREA OF FINAL REST  
405-16-118  
NOT TO SCALE







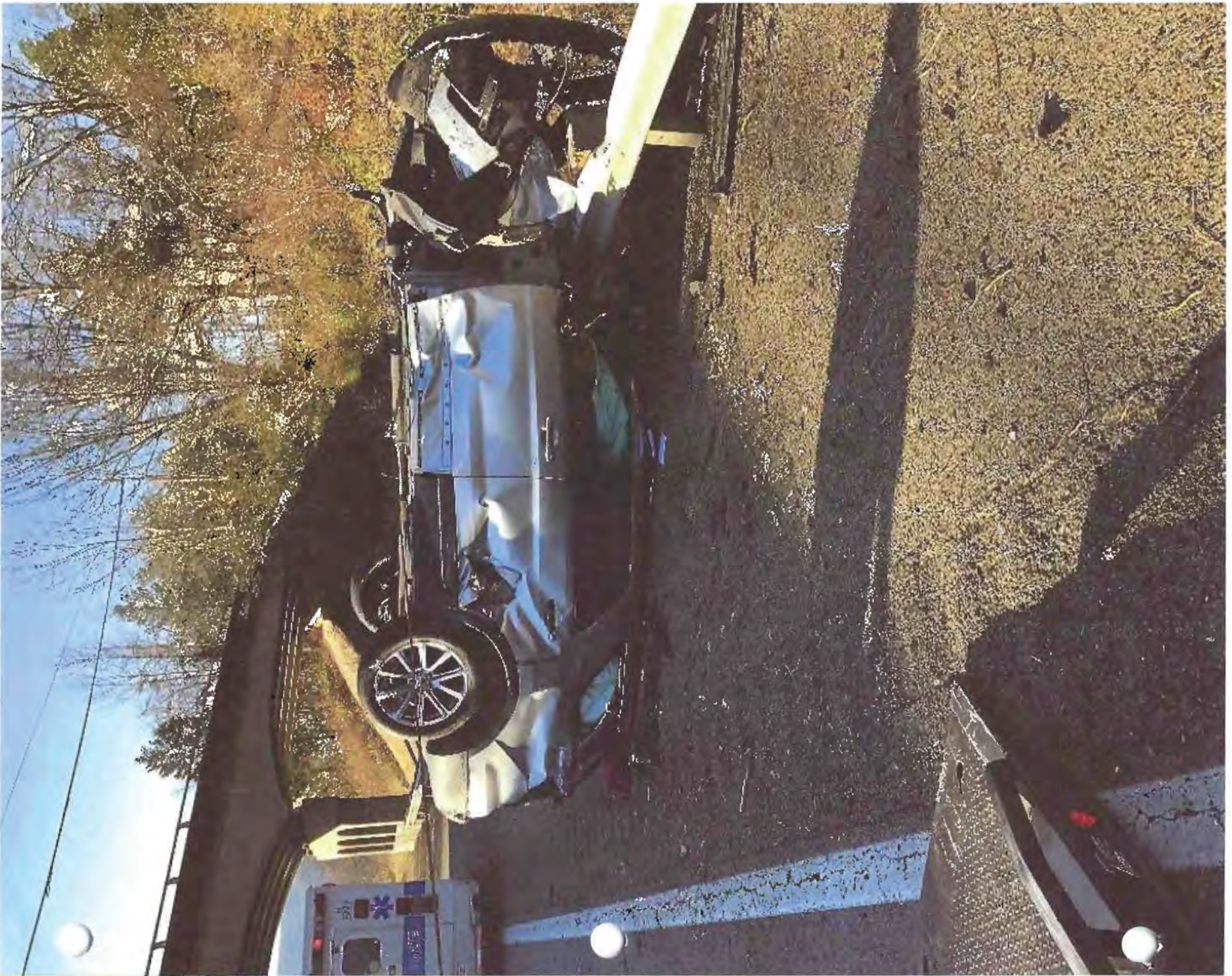
)

)

)







FILED \_\_\_\_\_  
 COST PAID \_\_\_\_\_  
 DATE 10-30-18 ENTERED  TENDERED \_\_\_\_\_  
 CHARLES IRA PATTERSON SUMMONS \_\_\_\_\_  
 PERRY CIRCUIT AND DISTRICT CLERK  
 BY: CIB

COMMONWEALTH OF KENTUCKY  
 D.C. 33<sup>rd</sup> JUDICIAL CIRCUIT  
 PERRY COUNTY CIRCUIT COURT  
 NO. [REDACTED]  
*Electronically Filed*

[REDACTED]

TWO MINOR CHILDREN

PLAINTIFFS

v.

FORD MOTOR COMPANY

DEFENDANT

**AGREED ORDER AND JUDGMENT  
 OF DISMISSAL WITH PREJUDICE**

The parties having agreed, as evidenced by the signatures of their respective counsel, below, to the dismissal of Plaintiffs' Complaint, with prejudice, and the Court being otherwise sufficiently advised, IT IS HEREBY ORDERED AND ADJUDGED that Plaintiffs' Complaint be, and it hereby is, DISMISSED, WITH PREJUDICE.

Each party shall bear their own costs.

This is a final and appealable Order and Judgment, there being no just reason for delay.

*Alvin P. Webb* 10.26.18  
 JUDGE, PERRY CIRCUIT COURT

HAVE SEEN; AGREED;  
TO BE ENTERED:

/s/C. Darlene Johnson(w/permission)  
 C. Darlene Johnson  
 257 Combs Road, Suite One  
 Hazard, KY 41701  
*Counsel for Plaintiffs*

/s/R. Thad Keal  
 R. Thad Keal  
 G. Trenton Burns  
 10624 Meeting Street, #101  
 Prospect, KY 40059  
 E-mail: tkeal@turnerkeal.com  
 tburns@turnerkeal.com  
*Counsel for Ford Motor Company*

RECEIVED  
 11/2/18

FILED \_\_\_\_\_ ENTERED \_\_\_\_\_ TENDERED \_\_\_\_\_  
COST PAID \_\_\_\_\_  
DATE 10-30-18 SUMMONS \_\_\_\_\_  
CHARLES IRA PATTERSON  
PERRY CIRCUIT AND DISTRICT CLERK  
BY: 910

D.C.  
**COMMONWEALTH OF KENTUCKY**  
**PERRY CIRCUIT COURT**  
ACTION NO.: [REDACTED]

[REDACTED] et al

**PLAINTIFFS**

V.

**FORD MOTOR COMPANY**

**DEFENDANT**

---

**ORDER**

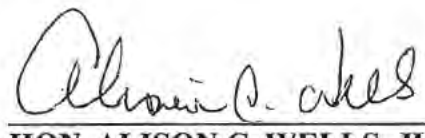
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The parties having submitted an agreed order of dismissal and judgment, and being otherwise fully and sufficiently advised;

**IT IS HEREBY ORDERED** as follows:

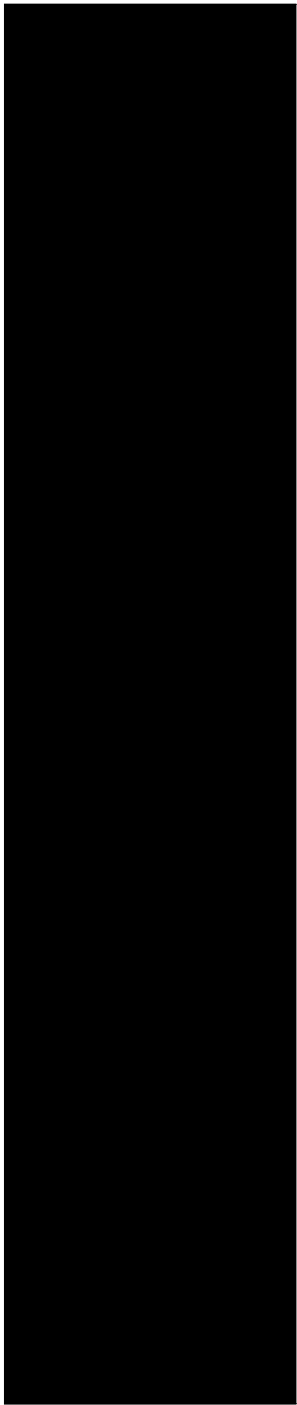
1. The Clerk of the Court shall strike this matter from the Court's active docket.

This the 27th day of October, 2018.



\_\_\_\_\_  
**HON. ALISON C. WELLS, JUDGE**  
**PERRY JUDGE CIRCUIT COURT**

**RECEIVED**  
R 11/2/18 D



DAVID J. GORBERG & ASSOCIATES, P.C.

103 SIBLEY AVENUE  
ARDMORE, PA 19003

1-800-MY-LEMON  
1-800-695-3666

215-665-7660  
FAX 215-563-8738

www.MyLemon.com

DAVID J. GORBERG\*  
LAURA L. WOLFE\*  
COURTNEY L. SOFIA\*  
EMMA C. ROBISON\*

\*MEMBER OF PA AND NJ BARS  
MEMBER OF PA, NJ AND NY BARS  
MEMBER OF PA AND MA BARS

NEW JERSEY OFFICE  
1813 BERLIN ROAD  
CHERRY HILL, NJ 08003

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

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

January 19, 2018

VIA Fax 313-390-3366  
FORD MOTOR COMPANY  
OFFICE OF GENERAL COUNSEL  
RM 406-E3, ONE AMERICAN ROAD  
DEARBORN, MI 48126-4207  
ATTENTION: NEW LEGAL CLAIMS

OGC Lit  
Consumer Clair

JAN 21 2018

RE: Our Client: [REDACTED]  
Vehicle: 2016 Ford Explorer  
Vin #: 1FM5K8GT4G [REDACTED]

Dear Legal Department:

Please be advised this office represents the above individual under any and all of the following claims:

Pennsylvania's Automobile Lemon Law Act, Magnuson-Moss Act, Uniform Commercial Code and Unfair Trade Practices Act.

The nonconformity is related to an exhaust leak into the cabin of the vehicle resulting in a condition that substantially impairs the safety of the occupants and vehicle.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office.

Kindly confirm receipt of this letter, and have a representative contact our office.

Very truly yours,

DAVID J. GORBERG

DJG/mk



# ROBIN FORD

100 N. MacDade Blvd Glenolden PA 19036 www.robinford.com (t) 610.586.3600  
Office Fax 484-483-4827 Showroom Fax 610-586-9528 Service Fax 610-340-2307 Parts Fax 610-586-2215

DATE 1/25/18

PAGES 3

TO: 

FROM: Rob Wilson

COMMENTS REF: M<sup>c</sup>Donnell Repair

Order 424778

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



100 N. MacDade Blvd  
 Glenolden, PA 19036  
 (610) 586-3600  
 "There's no stoppin' the Robin"  
 www.robinford.com



Ridley Park, PA Phone (H) [REDACTED] Phone (C) [REDACTED] Email: [REDACTED]		Phone (W) [REDACTED] Phone Oth: [REDACTED]	A/R Number: [REDACTED] Customer Number: [REDACTED] PO Number: [REDACTED] Auth Number: [REDACTED]	Inv. Num [REDACTED] Printed: JAN 25 18 12:26 PM Copy # 3 Date Opened: 12/01/17 Date Notified: 01/12/18 Date Delivered: 01/12/18 Date Complete: 01/23/18
Year/Make/Model: 2016 Ford Explorer VIN: 1FMSK8GT4 GC [REDACTED]		License Number: [REDACTED] Color: SHADOW BLACK Stock Number: 16342 Mileage In: 12883 Tag Number: [REDACTED] Mileage Out: 13491	Service Writer: Sean Cantwell Estimate Amount: \$ 0.00 Terms & Conditions: Type of Sale: Retail	
			Customer Signature	

Description	Qty	Ord	Qty	Del	Price	Ext Total	Grand Total
-------------	-----	-----	-----	-----	-------	-----------	-------------

**1. Customer statement of problem**

Customer States INSPECT FOR NATURAL GAS ODOR INSIDE VEH AT IDLE WHEN HEAT IS ON

1 - Correction/Action Taken

PERFORMED SERVICE PROCEDURE AT PER TSB 17-0044. RECALIBRATED CLIMATE CONTROL RESEALED LIFT GATE AND REPOSITIONED LIFTGATE DRAINS. REMOVED REAR TAIL LIGHTS AND REAR BUMPER TO INSPECT AND SEAL BODY PANELS. SEALED GAPS FOR LOWER INNER PANELS. SEALED ENTIRE LENGTH OF SEAMS THAT RUN REARTWARD OF BODY PLUGS. MT TIME NEEDED FOR REPAIR AS PER TSB

0.00

Part Number	Failed	Description	Qty	Ord
FP68		FILTER - ODOUR AND PARTICLES	1	1
FB5Z7829164AA		MOULDING	1	1
FB5Z7829165AA		MOULDING	1	1
FB5Z78442K03B		KIT REAR SPOILER REPAIR	1	1
TA2B		ADHESIVE	1	1

Sub Total Parts

Warranty

Sublet

12982 ENTERPRISE RENT A CAR -

Warranty

SubTotal Job # 1

Warranty

**2. Customer statement of problem**

Customer States Perform Multi Point Inspection

1 - Cause/Action to Take

99P -

1 - Correction/Action Taken

0.00

Sub Total Parts

0.00

SubTotal Job # 2

0.00



100 N. MacDade Blvd  
Glenolden, PA 19036  
(610) 586-3600

"There's no stoppin' the Robin"  
www.robinford.com



Ridley Park, PA Phone (H) [REDACTED] Phone (W) [REDACTED] Phone (C) [REDACTED] Phone Oth: [REDACTED] Email: [REDACTED]		A/R Number: Customer Number: [REDACTED] PO Number: Auth Number: Service Writer: Sean Cantwell Estimate Amount: \$ 0.00 Terms & Conditions: Type of Sale: Retail	Inv. Num [REDACTED] Printed: JAN 25 18 12:26 PM Copy # 3 Date Opened: 12/01/17 Date Notified: 01/12/18 Date Delivered: 01/12/18 Date Complete: 01/23/18
Year/Make/Model: 2016 Ford Explorer VIN: 1FM5K8GT4 GG [REDACTED] License Number: Color: SHADOW BLACK Stock Number: 16342 Mileage In: 12883 Tag Number: [REDACTED] Mileage Out: 13491		Customer Signature	

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
-------------	--------	---------	-------	-----------	-------------

**3. Customer statement of problem**

BATTERY NOTED GREEN

1 - Cause/Action to Take

GBATT -

1 - Correction/Action Taken

BATTERY GOOD / PASS LOAD TEST

0.00  
Sub Total Parts 0.00  
 SubTotal Job # 3 0.00

**4. Customer statement of problem**

TIRES NOTED GREEN

1 - Cause/Action to Take

GTIRE -

1 - Correction/Action Taken

ALL TIRES ABOVE 7/32"

0.00  
Sub Total Parts 0.00  
 SubTotal Job # 4 0.00

**5. Customer statement of problem**

BRAKES NOTED GREEN

1 - Cause/Action to Take

GBK -

1 - Correction/Action Taken

BRAKE PADS MEASURE 7/32" OR GREATER.

0.00  
Sub Total Parts 0.00  
 SubTotal Job # 5 0.00

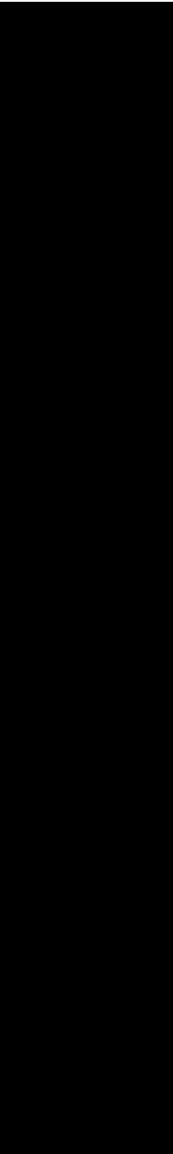
Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose,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

Total Labor 0.00  
 Total Parts 0.00  
 Total Sublet 0.00  
 Misc. Chrgs 0.00  
 Car Rental 0.00  
 Freight 0.00  
 Deductible 0.00  
 Special Tax 0.00  
 Haz Mat Chrg 0.00  
 Sales Tax 0.00

I hereby authorize the repair work herein 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 vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there

Repairs subject to a minimum of .5 hour diagnostic time. "All parts installed are new/salvaged or reconditioned parts." Terms: Strictly cash unless arrangements made.

**AMOUNT DUE 0.00**



IL

# 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

Licensed to practice only in:  
Illinois  
Wisconsin

RECEIVED

JAN 22 2018

January 15, 2018

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

RE: [REDACTED] v. Ford Motor Company

Vehicle: 2016 Ford Explorer  
VIN: 1FMSK8F81G [REDACTED]

Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act 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 client 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 client requires payment of our attorneys' fees. If you settle directly with our client 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 client's 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 exhaust system as evidenced by the smell of exhaust fumes coming into the cabin of vehicle;
2. Defective transmission as evidenced by shifting harsh in first and second gear when vehicle is cold;

3. Defective body/trim as evidenced by clicking noise coming from side view mirrors when adjusting mirrors or folding them in, mirrors not opening after folding them in and rattling sound coming from dashboard when driving over bumps;
4. Defective HVAC as evidenced by moldy smell coming from vents;
5. Defective steering as evidenced by rubbing noise coming from steering wheel while making slow turns; and
6. Any additional defects, whether or not they are contained on any dealer repair orders.

Because of the defects, my client has 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 client's 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 client's 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 client has a security interest in the vehicle. Unless you are willing to accept the return of the vehicle and reimburse my client for all monies paid on the vehicle, my client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest and to minimize your damages. Moreover, my client needs 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

January 15, 2018

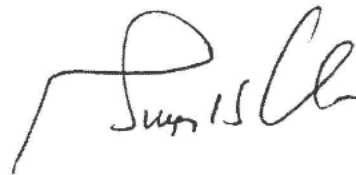
repossession under Uniform Commercial Code §§9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to 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 client has 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 client by your failure to do so.

To avoid any litigation, my client requests 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". The signature is stylized with a large initial "G" and "M".

Gregory H. Moss  
Attorney at Law

GHM/rm  
cc: Dennis Shewmake