

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

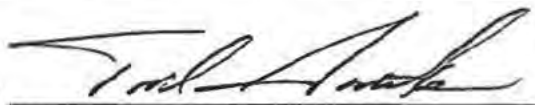
5. LEGAL ASSISTANCE. You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may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

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

The object of this action is a civil claim.

Date: February 22, 2018

GADTKE LAW FIRM, P.A.

By: 

Todd E. Gadtke (#276704)
11210 – 86th Avenue North
Maple Grove, MN 55369
Telephone: (763) 315-4548

ATTORNEYS FOR PLAINTIFF

STATE OF MINNESOTA

COUNTY OF RAMSEY

DISTRICT COURT

SECOND JUDICIAL DISTRICT

Case Type: Contract – Other

[REDACTED] Plaintiff,

vs.

COMPLAINT

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

Defendant.

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

1.

Plaintiff resides at [REDACTED] NE, City of St. Michael, in the State of Minnesota.

2.

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

3.

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

4.

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

5.

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


6.

On or about April 1, 2017, Plaintiff purchased and took delivery of a new 2017 Ford Explorer (the "subject vehicle").

7.

Defendant manufactured the subject vehicle.

8.

The vehicle identification number of the subject vehicle is 1FM5K8GT4HC 

9.

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

10.

The problems, conditions and/or defects experienced by Plaintiff are evidenced by, but not necessarily limited to, defective rear heating system, carbon monoxide smell emanating into vehicle, as well as any and all other complaints reported by Plaintiff to Defendant and/or its authorized dealership(s).

11.

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

12.

Defendant and/or its authorized dealership(s) attempted an unreasonable number of repairs of the above-referenced defects and/or conditions without success.

13.

On February 6, 2018, Plaintiff, through his attorney, gave notice that Plaintiff believed Defendant had taken an unreasonable amount of time and/or number or repair attempts to conform the subject vehicle to Defendant's warranty, thereby violating without limitation, the Minnesota Lemon Law, the Magnuson-Moss Warranty Act and the Minnesota Uniform Commercial Code and that, as a result, Plaintiff no longer wanted the vehicle.

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

14.

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

15.

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

16.

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

17.

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

18.

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

19.

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

20.

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

21.

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

22.

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

23.

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

24.

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

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

25.

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

26.

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

27.

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

28.

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

29.

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

30.

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

31.

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

32.

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

33.

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

34.

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

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

35.

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

36.

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

37.

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

38.

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

39.

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

COUNT 4
**BREACH OF EXPRESS WARRANTY UNDER THE MAGNUSON-MOSS
WARRANTY ACT (VIOLATION OF MINN. STAT. § 336.2-607 and 336.2-714)**

40.

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

41.

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

42.

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

43.

Defendant failed to remedy the defects in the subject vehicle.

44.

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

45.

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

46.

Defendant has, therefore, breached its warranty to Plaintiff.

47.

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

48.

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

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

49.

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

50.

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

51.

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

52.

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

53.

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

54.

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

55.

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

56.

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

57.

Defendant did not effectively exclude said warranty of merchantability.

58.

Defendant did not effectively modify said warranty of merchantability

59.

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

60.

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

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

61.

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

62.

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

63.

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

64.

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

65.

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

66.

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

67.

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

68.

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

69.

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

70.

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

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

ACKNOWLEDGMENT

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

Date: February 22, 2018

GADTKE LAW FIRM, P.A.

By: 

Todd E. Gadtke (#276704)
11210 – 86th Avenue North
Maple Grove, MN 55369
Telephone: (763) 315-4548

ATTORNEYS FOR PLAINTIFF



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Ph: 763-315-4548 | 877-817-4816
Fax: 763-315-2715
www.gadtkelawfirm.com

Attorneys
Todd E. Gadtke *
Daniel J. Brennan
Joseph Herbuloek

Paralegal
Dawna Stewart

*Also licensed in Wisconsin

February 6, 2018

RECEIVED

FEB 12 2018

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

OGC Lit
Consumer Claims

Re:

[REDACTED]
2017 Ford Explorer
VIN: 1FMSK8GT4H0 [REDACTED]

Dear Sir/Madam:

[REDACTED] has retained this law firm to represent him regarding material defects in the above-referenced vehicle. Please accept this letter as Mr. [REDACTED] pre-suit demand concerning his vehicle.

Since taking delivery of the subject vehicle, Mr. [REDACTED] has experienced problems with its operation. These problems are evidenced by, without limitation, defective rear heating system, carbon monoxide smell emanating into vehicle, as well as any and all other complaints reported by Mr. [REDACTED] to Ford Motor Company and/or its authorized dealership(s). Mr. [REDACTED] timely reported each of the referenced problems with his vehicle to your authorized dealership for repair, including Morries Automotive in Minnetonka, Minnesota.

In light of your inability to provide Mr. [REDACTED] with the repairs needed to conform his vehicle to the condition required under the applicable warranty within a reasonable number of repair attempts or period of time, he hereby demands that you accept its return and refund to him its purchase price, along with the attorneys' fees and costs incurred on his behalf to resolve this matter as of the date of repurchase.

Please respond to inform me when and where you would like Mr. [REDACTED] to present the subject vehicle for repurchase, or to otherwise negotiate a pre-lawsuit resolution of this matter, by no later than the close of business on February 21, 2018. If I do not hear back from you on or before that date, this firm will begin a lawsuit on Mr. [REDACTED] behalf seeking those remedies available to him at law or in equity including, without limitation, claims arising under the Minnesota Lemon Law, the Magnuson-Moss Warranty Act and the Minnesota Uniform Commercial Code.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

GADTKE LAW FIRM, P.A.

A handwritten signature in blue ink, appearing to read "Todd E. Gadtke".

Todd E. Gadtke
tgadtke@gadtkelawfirm.com
www.lemonlawminnesota.com

TEG/dis

cc:





From: [Ordcalp, F \(F.\)](#)
To: [Clark, Jessica \(J.E.\)](#)
Subject: FW: Dealer/Fleet Request for OGC Review
Date: Monday, February 12, 2018 1:47:31 PM

From: DCPFORM, FMCDealer (.)
Sent: Monday, February 12, 2018 1:47:30 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.)
Cc: DSHORT@HOLZERFORD.COM
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Tom Holzer Ford, Inc.
Requesting Dealer Fleet: TOM HOLZER FORD
PA Code: 02709
Contact Person: DEAN SHORT
Title: SERVICE MANAGER
Phone Number: 248-615-2283
Fax Number: 248-615-4283
Email: DSHORT@HOLZERFORD.COM
Region: DETROIT
Address: 39300 W.TEN MILE RD
City: FARMINGTON HILLS
State: Michigan
Zip Code: 48335

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 08-04-2016
Vehicle Year: 2016
Vehicle Model: EXLPORER [REDACTED]
Vehicle VIN: 1FM5K8GT2GG [REDACTED]
Mileage: 25351
customer Fleet Name: [REDACTED]
Street Address: 2 [REDACTED]
City : NOVI
State : Michigan
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]

Customer Region: DETROIT

DETAILS OF INCIDENT:

Date of Incident: 2018-02-02

County incident occurred: OAKLAND

Is customer alleging a component defect CAUSED the incident? NO

Details: CUSTOMER EXCESSIVE ODORS SMELL ALMOST KILLS CUSTOMER

EXCESSIVE RECALL 17N03 WAS DONE CUSTOMER IS CONVINCED THAT CAR IS DANGEROUS AND FREIND AT FORD SAID POSS MANIFOLD CONCERN FROM FORD BUT NO MESSAGES

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information: NOT NEEDED

Coach builder: NO

City :

State :

Zip Code :

Vehicle Location: VEHICLE AT TOM HOLZER FORD

Attorney information: NONE

CVO Contact:

Resolution Customer is seeking: CUSTOMER WANTS FORD INVOLVED AND FEELS THEYRE IS A ISSUE FROM BAD EXHAUST ODOR

Comments: WE INSPECTED VEHICLE ALSO CHECKED NO CONCERNS FOUND PLEASE CALL DEAN SHORT 248-930-7544

This email was automatically generated. Please do not reply to this email. No one monitors the inbox for this email address.

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From: [Ordcalp, F \(F.\)](#)
To: [Clark, Jessica \(J.E.\)](#)
Subject: FW: Dealer/Fleet Request for OGC Review
Date: Friday, February 09, 2018 8:53:25 AM

From: DCPFORM, FMCDealer (.)
Sent: Friday, February 9, 2018 8:53:23 AM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.)
Cc: ALANMTBR@YAHOO.COM
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: All American Ford Inc
Requesting Dealer Fleet: ALL AMERICAN FORD
PA Code: 02724
Contact Person: ALAN BASS
Title: SERVICE MANAGER
Phone Number: 2014876700
Fax Number:
Email: ALANMTBR@YAHOO.COM
Region: NEW JERSEY
Address: 520 RIVER STREET
City: HACKENSACK
State: New Jersey
Zip Code: 07601

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 09/30/2015
Vehicle Year: 2016
Vehicle Model: explorer
Vehicle VIN: 1FM5K8D81GG [REDACTED]
Mileage: 30883
customer Fleet Name: [REDACTED]
Street Address: [REDACTED]
City : LODI [REDACTED]
State : New Jersey
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: NEW JERSEY

DETAILS OF INCIDENT:

Medical Attention Sought
Date of Incident: 2018-02-08
County incident occurred: BERGEN
Is customer alleging a component defect CAUSED the incident? YES

Details: Customer is stating that him and his family members are getting sick from vehicle while driving it.

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised: none

Insurance company contact information: .

Coach builder:

City :

State :

Zip Code :

Vehicle Location: 520 river street Hackensack Nj vehicle towed by customer

Attorney information:

CVO Contact:

Resolution Customer is seeking: customer does not want to drive his car, he is requesting a loaner car.. please advise if we should issue one.. he states that there is carbon monoxide getting in his car.. that several family members are getting sick..

Comments:

This email was automatically generated. Please do not reply to this email. No one monitors the inbox for this email address.

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Case Print Report

Case Number [REDACTED]

Case Opened Date 2/7/2018 10:59 AM

Case Closed Date 2/7/2018 11:11 AM

Case Status Resolved

Case Last Modified 2/7/2018 11:11 AM

Responsible Team Tier 1 Inbound

Case Classification Legal > Alleged Injury due to Product Defect or Airbag > Fin Assist for Medical Expenses

Customer Name [REDACTED]

Customer Number [REDACTED]

MIDDLETOWN DE [REDACTED]

Email JCMOTORHEAD@VERIZON.NET

Dealer Carman Ford Lincoln

VIN 1FM5K7B81EG [REDACTED]

Year 2014 Make FORD

Model EXPLORER Body Style K7B - EXPLORER BASE FWD 4-DR

Symptom

Level 1 Start/Run/Move

Level 2 Odor

Level 3 Chemical

Level 4 OTHER

Case Print Report

Case Number [REDACTED]

Agent Name	Note Created On
Mary Santos	2/7/2018 11:10 AM

CUST SAYS: Cust says that he had an open case. And accdg to the lady he spoke with he need to open a legal case to us.

Cust says the veh has been to the dlr twice due to carbon monoxide issue. This carbon monoxide is not detrimental to cust breathing. He has been to the hospital once he uses his car. Now the veh is seating on the cust garage for 10 months bec he cannot use this because of the issue. Cust want to send back the veh. But the girl told him ford cannot repurchase the veh.

Cust is calling to open a legal case for his condition.

PER CUST, DLR SAYS: n/a

CRC ADVISED:

I will forward your information to Ford's Office of the General Counsel. You should receive a written response within 15 Days business days to your concern.

Mary Santos	2/7/2018 11:10 AM
-------------	-------------------

referencing to case : [REDACTED]

Case Print Report

Case Number [REDACTED]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Mary Santos	2/7/2018 11:11 AM	fmc_closecase	Close Case
Mary Santos	2/7/2018 11:11 AM	incidentresolution	Case Resolution

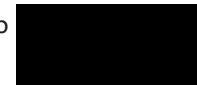




**Service of Process
Transmittal**

02/20/2018

CT Log Numb



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, Attachment(s), Notice, Instructions

COURT/AGENCY: Los Angeles County - Superior Court - Hill Street, CA
Case # [REDACTED] 7

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2017 Ford Explorer, VIN:
1FM5K7F86HC [REDACTED]

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

DATE AND HOUR OF SERVICE: By Process Server on 02/20/2018 at 15:00

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): Jonathan W. Buxton
Johnson & Buxton, APC
21 S. California Street, SUite 202
Ventura, CA 93001
805-342-0555

ACTION ITEMS: CT has retained the current log, Retain Date: 02/21/2018, Expected Purge Date:
02/26/2018

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

2/20/18 @ 3 PM

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**
FORD MOTOR COMPANY and DOES 1 through 10, inclusive,

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

FEB 15 2018

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

Sherril R. Carter, Executive Officer/Clerk
By: Gloriella Robinson, Deputy

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

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

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

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.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 el 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor 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): Stanley Mosk Courthouse
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

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):
Johnson & Buxton APC, 21 S. California St., Suite 202, Ventura, CA 93001, 805.342.0555

DATE: FEB 15 2018
(Fecha)

SHERRI R. CARTER

Clerk, by
(Secretario)

Deputy
(Adjunto)

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

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):

3. 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)

4. other (specify):
5. by personal delivery on (date):

1 Jonathan W. Buxton (Bar No. 217226)
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4 21 S. California Street, Suite 202
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ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 15 2018

Sharon A. Carter, Executive Officer/Clerk
By: Corlette Robinson, Deputy

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Plaintiff, [REDACTED]

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

Plaintiff,
vs.
FORD MOTOR COMPANY and DOES 1 through
10, inclusive,
Defendants.

Case No.: [REDACTED]

COMPLAINT FOR RESTITUTION
AND DAMAGES

[VIOLATION OF THE SONG-
BEVERLY CONSUMER
WARRANTY ACT]

1. BREACH OF THE IMPLIED
WARRANTY
2. BREACH OF THE EXPRESS
WARRANTY

Assigned for all Purposes to the
Honorable
Dept.

Plaintiff, [REDACTED] alleges as follows:

By Fax

GENERAL ALLEGATIONS

1. Plaintiff is, and was at all times mentioned herein, an individual residing in the City of Diamond Bar, County of Los Angeles, and State of California.
2. Plaintiff is informed and believes, and thereon alleges, that at all times herein defendant FORD MOTOR COMPANY is and was a corporation registered to do business in the State of California and doing business in the County of Los Angeles.
3. The true names and capacities of Does 1 through 10, inclusive, are not known to

1 plaintiff at this time and therefore plaintiff sues those defendants by such fictitious names. Plaintiff
2 will seek leave to amend this Complaint to set forth their true names and capacities when plaintiff
3 has ascertained them. Further, plaintiff is informed and believes, and thereon alleges, that each
4 defendant designated herein as a "Doe" is responsible in some manner for the events and happenings
5 and herein referred to and caused injury and damage to plaintiff as alleged herein.

6 4. Each of the defendants in this case acted as the principal, agent, employee or other
7 authorized representative in relation to the other and acted at all times mentioned in this Complaint
8 within the course and scope of their respective authority and with the full knowledge and consent
9 of the other defendants. Further, plaintiff is informed and believes, and thereon alleges, all acts of
10 corporate employees were authorized or ratified by an officer, director or managing agent of the
11 corporate employer.

12 5. On or about June 24, 2017, plaintiff purchased a 2017 Ford Explorer, VIN:
13 1FM5K7F86HG [REDACTED] "subject vehicle").

14 6. The subject vehicle is a "new motor vehicle" pursuant to the Song-Beverly Consumer
15 Warranty Act ("Act").

16 7. Plaintiff is a "buyer" of consumer goods under the Act.

17 8. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor"
18 under the Act.

19 9. An express warranty accompanied the sale of the subject vehicle by which FORD
20 MOTOR COMPANY undertook to preserve or maintain the utility or performance of the subject
21 vehicle.

22 10. The sale of the subject vehicle to plaintiff was accompanied by an implied warranty
23 the vehicle was merchantable. The sale was also accompanied by an implied warranty of fitness.

24 11. The subject vehicle was delivered to plaintiff with serious defects and
25 nonconformities to warranty and developed other serious defects and nonconformities to warranty
26 including, but not limited to, emissions, HVAC, engine, body/trim, electrical and other defects and
27 nonconformities. The aforementioned defects and nonconformities substantially impair the use,
28 value and/or safety of the subject vehicle.

1 nonconforming subject vehicle pursuant to Commercial Code sections 2607 and 2608. Plaintiff
2 further demands Defendant FORD MOTOR COMPANY cancel the sale, take back the
3 nonconforming subject vehicle, refund all the money expended by plaintiff, pay the difference
4 between the value of the subject vehicle as accepted and the value the subject vehicle would have
5 had if it had been as warranted and/or pay damages under Commercial Code section 2711, 2714 and
6 2715. Defendants, and each of them, have refused to comply.

7 20. Plaintiff hereby gives written notice and makes demand upon Defendant FORD
8 MOTOR COMPANY for replacement and restitution pursuant to the Act. Defendants, and each of
9 them, knew of their obligations under the Act; however, despite plaintiff's demand, Defendants, and
10 each of them, have intentionally failed and refused to make restitution or replacement pursuant to
11 the Act.

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

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

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

23 24. As a direct result of the acts and/or omissions of Defendant, and each of them, and
24 in pursuing plaintiff's claim, it was necessary for plaintiff to retain legal counsel. Pursuant to the
25 Act, plaintiff, in addition to plaintiff's other remedies, is entitled to the recovery of a sum equal to
26 the aggregate amount of costs and expenses reasonably incurred by plaintiff in connection with the
27 commencement and prosecution of this action, including plaintiff's attorneys' fees based upon actual
28 time expended.

1 33. As a further result of the acts and/or omissions of Defendants, and each of them, and
2 pursuant to the Act, plaintiff has sustained and is entitled to incidental and consequential damages
3 in an amount yet to be determined, plus interest thereon at the legal rate. Plaintiff will seek leave
4 to amend this Complaint to set forth the exact amount of incidental and consequential damages when
5 the amount is ascertained.


6 34. As a direct result of the acts and/or omissions of Defendant, and each of them, and
7 in pursuing plaintiff's claim, it was necessary for plaintiff to retain legal counsel. Pursuant to the
8 Act, plaintiff, in addition to plaintiff's other remedies, is entitled to the recovery of a sum equal to
9 the aggregate amount of costs and expenses reasonably incurred by plaintiff in connection with the
10 commencement and prosecution of this action, including plaintiff's attorneys' fees based upon actual
11 time expended.

12 WHEREFORE, plaintiff prays for judgment against defendants as follows:

- 13 1. For general, special and actual damages according to proof at trial;
- 14 2. For rescission of the purchase contract and restitution of all monies expended;
- 15 3. For diminution of value;
- 16 4. For remedies provided in Chapters 6 and 7 of Division 2 of the Commercial Code;
- 17 5. For incidental and consequential damages according to proof at trial;
- 18 6. For civil penalty in the amount of two times plaintiff's actual damages;
- 19 7. For prejudgment interest at the legal rate;
- 20 8. For reasonable attorneys' fees and costs of suit; and
- 21 9. For such other and further relief as the Court deems just and proper under the
22 circumstances.

23
24 DATED: February 15, 2018

JOHNSON & BUXTON APC

25
26 BY 
27 JONATHAN W. BUXTON
DEREK S. JOHNSON
Attorneys for Plaintiff,
28 JAMES J PAVLOFF

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan W. Buxton (Bar No. 217225) Derek S. Johnson (Bar No. 305321) JOHNSON & BUXTON APC 21 S. California St., Suite 202, Ventura, CA 93001 TELEPHONE NO.: 805.342.0555 FAX NO.: 805.342.0556 ATTORNEY FOR (Name): Plaintiff, [Redacted]		FOR COURT USE ONLY UNFORMED COPY ORIGINAL FILED Superior Court of California FEB 15 2018 Sherris K. Carter, Executive Officer/Librarian By: Beartelle Robinson, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: [Redacted] Ford Motor Company, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	CASE NUMBER: [Redacted]
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		JUDGE: [Redacted] 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:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Other PII/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort. <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PII/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
Non-PII/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PII/PD/WD tort (35)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

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): Song-Beverly Consumer Warranty Act

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: February 15, 2018
 Jonathan W. Buxton
 (TYPE OR PRINT NAME) _____ (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.

By Fax

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 5 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

By Fax

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicles. | |

**Auto Tort
Other Personal Injury/Property Damage/Wrongful Death Tort**

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE	v. Ford Motor Company, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)		5, 6, 11	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5	
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> A6032 Quiet Title	2, 6
<input type="checkbox"/> A6050 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE	v. Ford Motor Company, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review		2	
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law		2, 3, 8	
		<input type="checkbox"/> A6100 Other Civil Petition	2, 9

SHORT TITLE	v. Ford Motor Company, et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: 3534 Hawkwood Rd.
CITY: Diamond Bar	STATE: CA	ZIP CODE: 91765

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: February 15, 2018


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE - IC**

Case Number _____ [REDACTED]

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Debre K. Weintraub	1	534	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Meiers	12	636	Hon. Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. Teresa A. Beaudet	50	508
Hon. Richard Fruin	15	307	Hon. Michael J. Raphael	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Deason	52	510
Hon. Richard E. Rico	17	309	Hon. Howard L. Halm	53	513
Hon. Stephanie Bowick	19	311	Hon. Ernest M. Hiroshige	54	512
Hon. Dalila Corral Lyons	20	310	Hon. Malcolm H. Mackey	55	515
Hon. Robert L. Hess	24	314	Hon. Michael Johnson	56	514
Hon. Yvette M. Palazuelos	28	318	Hon. John P. Doyle	58	516
Hon. Barbara Scheper	30	400	Hon. Gregory Kessian	61	732
Hon. Samantha Jessner	31	407	Hon. Michael L. Stern	62	600
Hon. Daniel S. Murphy	32	406	Hon. Mark Mooney	68	617
Hon. Michael P. Linfield	34	408	Hon. William F. Fahey	69	621
Hon. Gregory Alarcon	36	410	Hon. Monica Bachner	71	729
Hon. Marc Marmaro	37	413	Hon. Ruth Ann Kwan	72	731
Hon. Maureen Duffy-Lewis	38	412	Hon. Rafael Ongkeko	73	733
Hon. Elizabeth Feffer	39	415	Hon. Michelle Williams Court	74	735
Hon. David Sotelo	40	414	Hon. Gail Ruderman Feuer	78	730
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recano	45	529			
Hon. Frederick C. Shaller	46	500			
Hon. Randolph Hammock	47	507			

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ (Date)

SHERRI R. CARTER, Executive Officer/Clerk of Court

By _____, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained; no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

*Provisionally Complex Cases

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

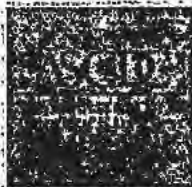


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	▼ _____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	▼ _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	▼ _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	▼ _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	▼ _____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	▼ _____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	▼ _____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE	CASE NUMBER
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- discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;
- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
(INSERT DATE) (INSERT DATE)
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

 (TYPE OR PRINT NAME)

> _____
 (ATTORNEY FOR PLAINTIFF)

Date:

 (TYPE OR PRINT NAME)

> _____
 (ATTORNEY FOR DEFENDANT)

Date:

 (TYPE OR PRINT NAME)

> _____
 (ATTORNEY FOR DEFENDANT)

Date:

 (TYPE OR PRINT NAME)

> _____
 (ATTORNEY FOR DEFENDANT)

Date:

 (TYPE OR PRINT NAME)

> _____
 (ATTORNEY FOR _____)

Date:

 (TYPE OR PRINT NAME)

> _____
 (ATTORNEY FOR _____)

 (TYPE OR PRINT NAME)

> _____
 (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

- This document relates to:
 - Request for Informal Discovery Conference
 - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

▼

(ATTORNEY FOR PLAINTIFF)

▼

(ATTORNEY FOR DEFENDANT)

▼

(ATTORNEY FOR DEFENDANT)

▼

(ATTORNEY FOR DEFENDANT)

▼

(ATTORNEY FOR _____)

▼

(ATTORNEY FOR _____)

▼

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

Superior Court of California County of Los Angeles



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.**
- **Mediation may not be effective when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.**

▪ **Arbitration**

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

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

▪ **Mandatory Settlement Conference (MSC)**

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

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

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

Additional Information

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

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

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

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

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

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

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

[REDACTED]

[REDACTED]

**Service of Process
Transmittal**

02/21/2018

CT Log Number [REDACTED]

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

RE: Process Served in Louisiana

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] Pltfs. vs. Ford Motor Company, et al., DTS.

DOCUMENT(S) SERVED: Citation, Petition

COURT/AGENCY: 15th Judicial District Court, Parish of Lafayette, LA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2016 Ford Explorer, VIN: 1FM5K7F89G [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Baton Rouge, LA

DATE AND HOUR OF SERVICE: By Process Server on 02/21/2018 at 08:40

JURISDICTION SERVED : Louisiana

APPEARANCE OR ANSWER DUE: Within 15 days after service

ATTORNEY(S) / SENDER(S): Richard C. Dalton
Richard C. Dalton, L.L.C.
1343 West Causeway Approach
Mandeville, LA 70471
985-778-2215

ACTION ITEMS: CT has retained the current log, Retain Date: 02/22/2018, Expected Purge Date: 02/27/2018
Image SOP
Email Notification, Chris Dzbanski cdzbansk@ford.com
Email Notification, Mary Ann MacKinnon mmackin1@ford.com

SIGNED: C T Corporation System
ADDRESS: 3867 Plaza Tower Dr.
Baton Rouge, LA 70816-4378
TELEPHONE: 954-473-5503



LAFPC.CV.49536055

cc_etwescott

Ordered by Atty.: RICHARD DALTON



CITATION

FIFTEENTH JUDICIAL DISTRICT COURT

VS

DOCKET NUMBER:

FORD MOTOR CO, ET AL

PARISH OF LAFAYETTE, LOUISIANA

STATE OF LOUISIANA

**TO: FORD MOTOR COMPANY
THROUGH ITS AGENT OF SERVICE OF PROCESS
CT CORPORATION SYSTEM
3867 PLAZA TOWER DRIVE
BATON ROUGE, LA 70816**

of the Parish of E BATON ROUGE

You are hereby cited to comply with the demand contained in the petition, a certified copy of which accompanies this citation. (exclusive of exhibits). You should file an answer or other pleading to said petition in the office of the Clerk of the FIFTEENTH JUDICIAL DISTRICT COURT, in the Lafayette Parish Courthouse, LAFAYETTE, Louisiana, within fifteen (15) days after the service hereof. Alternatively, your failure to comply herewith will subject you to the penalty of entry of default judgment against you.

Witness the Honorable Judges of said Court, this FEBRUARY 6, 2018.

Deputy Clerk of Court
Lafayette Parish

*Attached are the following documents:



SHERIFF'S RETURN
LAFAYETTE PARISH SHERIFF

DATE SERVED: _____, 20____ TIME: _____

SERVED: _____

PERSONAL () _____

DOMICILIARY () ON _____

UNABLE TO LOCATE MOVED () NO SUCH ADDRESS ()

OTHER REASON: _____

RECEIVED TOO LATE FOR SERVICE ()

SERVICE OF WITHIN PAPERS

COSTS FEE \$ _____ MILEAGE \$ _____ TOTAL \$ _____

DEPUTY _____

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[REDACTED]

CIVIL ACTION NO:

[REDACTED]

Plaintiffs

v.

FORD MOTOR COMPANY,
COURTESY LINCOLN SALES
LAFAYETTE, LLC and
FIDELITY BANK OF GEORGIA

Defendants

§
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§

15TH JUDICIAL DISTRICT COURT

LAFAYETTE PARISH

STATE OF LOUISIANA

PETITION FOR DAMAGES

I. Parties

1. Plaintiff [REDACTED] is an individual that is now and has been at all times a citizen of the State of Louisiana.

2. Plaintiff [REDACTED] is an individual that is now and has been at all times a citizen of the State of Louisiana.

3. Defendant, **FORD MOTOR COMPANY**, hereinafter "FORD," is a Delaware corporation with its principal place of business in Michigan. Ford Motor Company has no parent company. Pursuant to SEC filings, the Company was notified that as of December 31, 2008, the following entities had more than a 5% ownership interest of Ford common stock, or owned securities convertible into more than 5% ownership of Ford common stock, or owned a combination of Ford common stock and securities convertible into Ford common stock that could result in more than 5% ownership of Ford common stock: Bank of America Corporation, 100 North Tryon Street, Floor 25, Bank of America Corporate Center, Charlotte, North Carolina 28255, and certain affiliates, owned 332,320,307 shares of common stock (15.91%), including 315,505,881 shares deemed owned by Bank of America, N.A., by virtue of one of its affiliate's status as investment manager under Ford's 401(k) plans; and Wellington Management Company, LLP, 75 State Street, Boston, Massachusetts 02109, owned 125,037,926 shares of common stock (5.39%).

FORD's agent for service of process in Louisiana is CT Corporation Systems, 3867 Plaza Tower Drive, Baton Rouge, Louisiana 70816.

1 4. Defendant, **COURTESY LINCOLN SALES LAFAYETTE, LLC**, hereinafter
2 "COURTESY", is a limit liability company authorized to do and doing business in the State of
3 Louisiana and whose agent for service of process is Don Hargroder, 4750 Johnson Street, Lafayette,
4 LA 70503.

5
6
7 5. Defendant, **FIDELITY BANK OF GEORGIA**, hereinafter "FIDELITY", is a Bank
8 authorized to do and doing business in the State of Louisiana and whose agent for service of process
9 is CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, LA 70816.

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11
12 **II. Jurisdiction**

13
14 6. This Court has jurisdiction over the lawsuit because the Defendants, are subject to
15 personal jurisdiction in this Parish.

16
17 **III. Venue**

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19 7. Venue is proper in this Parish because the Defendants, are subject to personal
20 jurisdiction in this venue.

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22 **IV. Conditions Precedent**

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24 8. All conditions precedents have been performed or have occurred.

25 **V. Facts**

26
27 **A. The Transaction**

28 9. On April 26, 2016, Plaintiffs purchased a new 2016 FORD EXPLORER bearing
29 VIN 1FM5K7F89GG [REDACTED] hereinafter "EXPLORER". The EXPLORER was purchased
30 primarily for Plaintiffs' personal use. The sales contract was presented to Plaintiffs at the dealership
31 and was executed at the dealership.

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35 10. The sales price of the EXPLORER was \$47,015.42, excluding finance charges.
36 Plaintiffs made a down payment in the amount of \$2,500.00.

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38 11. The contract of sale was assigned to Defendant, FIDELITY. The contract which was
39 assigned contained the following provision:

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41
42 **"NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT**
43 **CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES**
44 **WHICH THE DEBTOR COULD ASSERT AGAINST THE**
45 **SELLER OF GOODS OR SERVICES OBTAINED PURSUANT**
46 **HERETO OR WITH THE PROCEEDS HEREOF.**
47 **RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT**
48 **EXCEED AMOUNTS PAID BY THE DEBTOR**
HEREUNDER."

1 **B. Implied Warranties**

2 12. As a result of the sale of the EXPLORER by Defendants to Plaintiffs, an implied
3 warranty of merchantability arose in the transaction which included the guarantee that the
4 EXPLORER would pass without objection in the trade under the contract description; and that the
5 EXPLORER was fit for the ordinary purpose for which such motor vehicles are purchased.
6
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8 13. Subsequent to the sale, an implied warranty arose in connection with the repairs
9 performed by the Defendants. Specifically, the Defendants impliedly warranted that the repair work
10 had been performed in a good and workmanlike manner.
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13 **C. Express Warranties**

14 14. In addition to the implied warranties that arose in the transaction, certain
15 representations and express warranties were made, including, that any malfunction in the
16 EXPLORER occurring during a specified warranty period resulting from defects in material or
17 workmanship would be repaired, and that repair work on the EXPLORER had, in fact, repaired the
18 defects.
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22 15. Plaintiffs' purchase of the EXPLORER was accompanied by express warranties
23 offered by Defendants, FORD, COURTESY and FIDELITY, and extending to Plaintiffs. These
24 warranties were part of the basis of the bargain of Plaintiffs' contract for purchase of the
25 EXPLORER.
26
27
28

29 16. The basic warranty covered any repairs or replacements needed during the warranty
30 period due to defects in factory materials or workmanship. Any required adjustments would also be
31 made during the basic coverage period. All warranty repairs and adjustments, including parts and
32 labor, were to be made at no charge. Additional warranties were set forth in the FORD warranty
33 booklet and owners manual.
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38 **D. Actionable Conduct**

39 17. In fact, when delivered, the EXPLORER was defective in materials and
40 workmanship, with such defects being discovered within the warranty periods. Many defective
41 conditions have occurred since purchase, including, but not limited to those described below in
42 Plaintiffs' own words:
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46 **"May 23, 2017- Brought car in to Courtesy Ford in Breaux**
47 **Bridge, La. to be tested for carbon monoxide**
48 **leak. Car tested positive, they kept it in the**

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shop to do "service bulletin" put out by Ford. We advised them that we would be making a 1000 mile trip on June 2nd. Put us in loaner. (1st time in shop)

May 30, 2017- Courtesy Ford called and said car was ready to be picked up. The service bulletin was performed and they don't smell the carbon monoxide. Picked up car and returned loaner. (8 days car was in shop)

May 31, 2017 - I smelt carbon monoxide in vehicle.

June 1, 2017 - Brought car in to Courtesy Ford because lift gate wasn't working properly after they'd done the repairs. Advised Paul Bergeron that I was pretty sure it was still leaking carbon monoxide. He said to let him know.

June 2, 2011 - We began our 500+ mile trip to Brownsville, TX. and smelt carbon monoxide.

June 8, 2017- Brought car to Courtesy Ford for carbon monoxide stilt leaking in cab. Gave me a loaner and Paul Bergeron advised us to call Ford to file a report and let them know what was going on. (2nd time in shop)

June 9, 2017 - We called Ford to report the leak.

June 12, 2017- Courtesy Ford called, car is ready to be picked up. Picked up car and returned loaner. (5 days in shop this time, 13 days combined in shop, in 21 days)

June 13, 2017 - Brought car to Courtesy Ford for complimentary oil change. My lift gate was not working properly again. He said to bring it in on Thursday to Ux it.

June 14, 2017- I smelt carbon monoxide in cab.

June 15, 2017 - Brought car in for 11ft gate issue, and told Paul Bergeron about smelling carbon monoxide leak. They kept the car and put me in a rental. (3rd time in shop)

June 21, 2017- Courtesy said car was ready, I asked if they tested it, Paul B. says they did and didn't smell anything, but advised me they don't run it like we do. Got car back. Smelt carbon monoxide in cab. Advised I need to call Ford, because they've done all "service bulletins" and doesn't know what Ford wants them to do at this point. Called Ford. (7 days in shop this time, 20 days combined in shop, in 30 days)

June 23, 2017- Ford called us back and advised the car has to go back in the shop, it doesn't meet requirements for buy back or replacement at this time.

June 24, 2017- Dropped car off at Courtesy Ford and picked up rental. (4th time in shop)

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June 24 - July 11, 2017- Car was at Courtesy Ford, and the numerous times I spoke to them in this 17 day span I was told they were trying to recreate the smell.

July 12, 2017- Paul Bergeron with Courtesy Ford called and advised Ford is making them redo all of the repair procedures they have performed on my vehicle. Saying that something may have not sealed properly or there's another leak.

July 18, 2017- Ford called and said they will be doing another "good faith investigation" to see if it qualifies now for buy back or replacement.

July 2, 2017 - Ford called and advised it doesn't qualify. When asked why it doesn't they will not give any information. Told us Courtesy Ford will be replacing the rear spoiler now.

Courtesy Ford called and said car was ready. I asked if they tested it, advised that they did and didn't smell anything. Picked up car and returned rental. Smelt carbon monoxide in cab. (34 days in shop this time. 54 days combined in shop, in 66 days)

July 28, 2017- Called Ford, told them car was still leaking, they advised to call dealership. Called Courtesy Ford spoke to Paul Bergeron advised him the car was still leaking carbon monoxide in cab. Told me to bring it in on Thursday August 3, 2017 to be tested. We then called Ford back and told them what the dealership said, she advised us she was writing an "email" to Courtesy stating that they'd need to keep the car when I bring it in on the 3rd and give me a loaner.

August 3, 2017- Brought car in to Courtesy Ford to be tested. Waited for 3 hours to be put in to a loaner, by that time Courtesy still had not tested my car. Talked to Ford and they advised they would call us back the next week. (5th time in shop) They put me in a brand new red 2017 Ford Explorer with 30 miles on it. I smelt carbon monoxide in it later that day, and while driving it car started to sputter and wrench light came on, car would go over 15 miles per hour. Turned car off and on again, and was fine for less than a mile. Engine light came on and car died in the middle of the road. We had to call Roadside Assistance to tow car back to dealership.

August 4, 2017- Went to Courtesy Ford to tell them about their loaner. I was advised it was a burnt belt that I smelt!!! Gave me another brand new champagne 2017 Ford Explorer loaner (VIN 1FM5K7O84HGB37756) with 700 something miles on it.

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August 10, 2017- Ford called and advised us that our car does not meet requirements for a buy back or replacement at this time. Still won't tell us why It doesn't. (61 days combined in shop, in 80 days)

August 11, 2017 - I talked to Paul Bergeron at Courtesy Ford, advised me that although they couldn't smell the carbon monoxide in car that doesn't mean its not leaking. Paul Courville (service manager) said the Ford is sending an engineer out to look at and repair my car. I advised him that I suspected the loaner they have me in is also leaking carbon monoxide into the cab and that we would be testing it with a carbon monoxide detector and I would let him know if it was so they could put me in something else.

August 13, 2017- Tested the champagne 2017 Ford Explorer loaner (VIN 1FM5K7O84H0 [redacted] and in a 10 minute ride the CO level got up to 27ppm. have a video of the whole thing.

August 14, 2017- Called Courtesy Ford and told Paul Bergeron about their loaner leaking and that I would like to be put into something else. Went to Courtesy and they put me in a 2017 Ford F-150. Engineer still hadn't come out to look at my car.

August 17, 2017- Spoke to Ford and advised that it had now been 68 days combined in the shop in 87 days, and she said that our file hadn't been updated to show that. So she would update everything and do a buy back/replacement investigation and get back with us on August 18, 2017.

August 18, 2017- Spoke to Ford and they advised us that engineer came and fixed our car, and it's no longer leaking so they wouldn't be doing a buy back or replacement. We had not heard from Courtesy. (16 days in shop this time, 77 days combined, in 88 days)

August 22, 2017 - I called Courtesy Ford to check on status of car, Paul Bergeron said he'd tried to call, but didn't get an answer (called wrong number) Advised us that engineer came and fixed the leak. I asked if they tested it and he said they did numerous times. They would seal something run it, come back, seal it, run it, come back. Said they did this numerous times until they didn't smell it. Picked up car and dropped off loaner. I smelt carbon monoxide within 5 minutes of being in my car. Also noticed lift gate plastic sagging, and white powdery substance everywhere. (have pictures)

August 23, 2017 - We took car and tested it with CO detector. Got up to 10ppm within 9 minutes. (have video). Brought car to Courtesy Ford, advised Paul Bergeron of the powdery substance left on

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plastics of vehicle and the sagging plastics. We told him the car shouldn't have been in that condition when we picked it up. Also advised him of the carbon monoxide leak. Told us to call Ford and let them know about leak, and told me to come back at 2 to pick up loaner for them to fix the mess.

Called with no answer and emailed Ford about carbon monoxide leak.

August 23, 2017- 2:00 pm - We Dropped my car off at Courtesy Ford, they gave me a silver 2017 Ford Explorer (VIN 1FM5K7D87HC [REDACTED]) loaner with 7 miles on it. I smell carbon monoxide in it and in 5 miles the CO detector registered up to Sppm. Still no word back at this time from Ford. (6th time in shop)

August 24, 2017- Someone we've never spoken to from Ford called, said he just received an email from Paul Courville at Courtesy Ford saying the Engineer Ford sent came and our vehicle is fixed and no longer leaks. We advised him that we picked up the car from Courtesy on Tuesday August 22, 2017, and had to bring it back on Wednesday August 23, 2017 because we smelt exhaust inside the car and that we tested it with a CO detector and it registered 1Oppm within 9 minutes. We advised him that the dealership was waiting to hear from them as to what to do next with my car. Guy from Ford told us he was sending an email to Paul Courville and we should hear back from them by Tuesday August 29, 2017.

August 25, 2017- Paul Bergeron call d and asked if we had gotten in touch with Ford. I told him the guy we spoke to yesterday didn't seem to have the current update on the car. Also told him that guy from Ford was supposed to have contacted him. I told him I did not understand why there's such a lack of communication. Paul Bergeron asked me if I wanted him to write up another report for Ford basically gave them all the updated info and history. So he is supposed to be writing that report and giving it to Ford. (80 days and counting in shop combined. in 95 days)

August 29, 2017- Someone from Ford called and advised they have not had an update from Courtesy Ford and don't have any new information for us.

September 6, 2017- Someone Ford called and said that the dealership has not been able to recreate the smell, but they are working on it. We reminded them that we do have a video of the carbon monoxide detector going off before we dropped it back off at the dealership. They will call back.

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- *Has been in shop 6 times now**
- *92 days on 9/06/17 and counting in shop combined**
- *107 days since first time in shop"**

18. Since purchase, Plaintiffs have returned their EXPLORER to Defendants and authorized warranty service dealers for repairs on numerous occasions. Despite this prolonged period during which Defendants was given the opportunity to repair the EXPLORER, the more significant and dangerous conditions were not repaired. Defendants failed to repair the vehicle so as to bring it into conformity with the warranties set forth herein. From the date of its purchase, the EXPLORER continues to this day to exhibit some or all of the non-conformities described herein.

19. The defects experienced by Plaintiffs with the EXPLORER substantially impaired its use, value and safety.

20. Plaintiffs directly notified the Defendants of the defective conditions of the EXPLORER on numerous occasions. Plaintiffs notified Defendants that she wanted a rescission of the sale of the EXPLORER but Defendants have failed and refused to buy back Plaintiffs' defective EXPLORER.

21. The EXPLORER is a "thing" under La. Civil Code Articles 2520, et seq.

22. FORD is a "manufacturer" under La. Civil Code Articles 2520, et seq.

23. COURTESY LINCOLN SALES LAFAYETTE, LLC is a "seller" under La. Civil Code Articles 2520, et seq.

24. Plaintiffs is a "buyer" under in La. Civil Code Articles 2520, et seq.

25. The defects described in the EXPLORER vehicle meet the definition of a redhibitory defect as defined in La. Civil Code Articles 2520, et seq.

26. Plaintiffs have provided the Defendants sufficient opportunity to repair her defective vehicle.

27. Plaintiffs have performed each and every duty required of her under Louisiana Redhibition Laws, except as may have been excused or prevented by the conduct of the Defendants, as herein alleged.

1 28. The hidden defects in the EXPLORER existed at the time of sale, but were not
2 discovered until after delivery. The EXPLORER is not usable and neither Plaintiffs nor a reasonable
3 prudent buyer would have purchased the EXPLORER had she known of the defects prior to the sale.
4

5 29. Furthermore, Defendants have failed to perform the repair work in a good and
6 workmanlike manner. This conduct by Defendants constitutes a breach of the implied warranties
7 under Louisiana law, and entitles Plaintiffs to a rescission of the sale, return of the purchase price,
8 plus all collateral costs of the sale, finance charges, insurance premiums, and out of pocket expenses.
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11 30. Under Louisiana Redhibition laws, Plaintiffs is entitled to recover a sum equal to the
12 aggregate amount of costs and expenses, including attorney's fees, if Plaintiffs prevails. As a
13 proximate result of Defendants' misconduct as alleged herein, and in an effort to protect her rights
14 and to enforce the terms of the agreement as more particularly set forth above, it has become
15 necessary for Plaintiffs to employ the legal services of Richard C. Dalton. Plaintiffs have incurred
16 and continue to incur legal fees, costs and expenses in connection therewith.
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22 **VI. Request for Rescission**

23 31. Plaintiffs seek the remedy of rescission of the sales contract.
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25 32. Plaintiffs revokes her acceptance of the EXPLORER for the reason that its defects
26 substantially impair its use, value, and safety to Plaintiffs and the acceptance was based on Plaintiffs'
27 reasonable reliance on the false representations and warranties by the Defendants that the defects in
28 the EXPLORER would be repaired, and no reasonable prudent buyer would have purchased the
29 EXPLORER with knowledge of these defects prior to the sale. Accordingly, Plaintiffs seek a
30 cancellation of the sales contract and an order of the court restoring to her the money obtained by
31 Defendants as a result of the false representations and breaches of express and implied warranties
32 as set forth above. Plaintiffs also seek cancellation of the debt and offers to return the EXPLORER
33 to the Defendants.
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42 **VII. Attorney Fees and Costs**

43 33. Plaintiffs is entitled to recover a sum equal to the aggregate amount of costs and
44 expenses, including attorney's fees, if Plaintiffs prevails. As a proximate result of Defendants'
45 misconduct as alleged herein, and in an effort to protect her rights and to enforce the terms of the
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1 agreement as more particularly set forth above, it has become necessary for Plaintiffs to employ the
2 legal services of Richard C. Dalton. Plaintiffs have incurred and continue to incur legal fees, costs
3 and expenses in connection therewith.
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6 **VIII. Prayer for Relief**
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8 34. For these reasons, Plaintiffs pray for judgment against the Defendants for the
9 following:

- 10 a. For general, special and actual damages according to proof at trial;
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12 b. Rescinding the sale of the 2016 FORD EXPLORER bearing
13 1FM5K7F89G0 [REDACTED] and returning to Plaintiffs the purchase price
14 including all collateral costs at the time of the sale, any and all finance
15 charges, insurance premiums, maintenance costs, repair costs, and damages;
16
17 c. For incidental and consequential damages according to proof at trial;
18
19 d. Out of pocket damages for expenditures related to any cost of repairs,
20 deductibles; and towing charges;
21
22 e. Any diminution in value of the EXPLORER attributable to the defects.
23
24 f. Past and future economic losses;
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26 g. Prejudgment and post-judgment interest;
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28 h. Attorney fees;
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30 i. Costs of suit, expert fees and litigation expenses; and
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32 j. All other relief this Honorable Court deems appropriate.
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RESPECTFULLY SUBMITTED:



BY: _____
Richard C. Dalton
Texas Bar No. 24033539
Louisiana Bar No. 23017
California Bar No. 268598
1343 West Causeway Approach
Mandeville, Louisiana 70471
E-mail: rick@rickdaltonlaw.com
Tel. (985) 778-2215
Fax: (985) 778-2233

Kevin R. Duck
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State Bar No. 23043
5040 Ambassador Caffery Parkway
Suite 200, Abraham Centre
Lafayette, Louisiana 70508
Telephone: (337) 406-1144
Facsimile: (337) 406-1050
ATTORNEYS FOR PLAINTIFF

PLEASE SERVE:

FORD MOTOR COMPANY

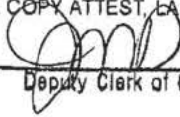
through its agent of service of process
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

COURTESY LINCOLN SALES LAFAYETTE, LLC

through its agent of service of process
Don Hargroder
4750 Johnson Street
Lafayette, LA 70503

FIDELITY BANK OF GEORGIA

through its agent of service of process
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

FILED THIS 5 DAY OF Feb, 2018
TRUE COPY ATTEST, LAFAYETTE, LA


Deputy Clerk of Court

**MCCOOK POLICE
DEPARTMENT**

From: [Ordcalp, F \(F.\)](#)
To: [Clark, Jessica \(J.E.\)](#)
Subject: FW: Dealer/Fleet Request for OGC Review
Date: Monday, February 19, 2018 2:08:47 PM

From: DCPFORM, FMCDDealer (.)
Sent: Monday, February 19, 2018 2:08:45 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.)
Cc: LARRYDAVIS@DRIVEWAGNER.COM
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Wagner Ford
Requesting Dealer Fleet: WAGNER FORD/TOYOTA
PA Code: 03865
Contact Person: LARRY
Title: SM
Phone Number: 3083452350
Fax Number: 3083452358
Email: LARRYDAVIS@DRIVEWAGNER.COM
Region: SELECT DEALER
Address: 123 WEST 2ND ST
City: MCCOOK
State: Nebraska
Zip Code: 69001

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 02-18-2016
Vehicle Year: 2016
Vehicle Model: EXPLORER
Vehicle VIN: 1FM5K8AR9GG [REDACTED]
Mileage: 36461
customer Fleet Name: MCCOOK POLICE DEPT
Street Address: [REDACTED]
City : MCCOOK
State : Nebraska
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: SELECT DEALER

DETAILS OF INCIDENT:

Injury
Date of Incident: 2018-02-07
County incident occurred: RED WILLOW
Is customer alleging a component defect CAUSED the incident? YES

Details: TWO DIFFERANT OFFICERS COMPLAINING OF HEAD ACHES AFTER DRIVING VEHICLE FOR A SHIFT WITH WINDOWS ROLLED UP

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder: V-K ELECTRONICS

City : MCCOOK

State : Nebraska

Zip Code : 69001

Vehicle Location: WAGNER FORD/TOYOTA DEALERSHIP

Attorney information:

CVO Contact:

Resolution Customer is seeking: REPAIR ANY CARBON MONOXIDE CONCERN IF RELATED TO CONCERN

Comments: RECALL 17B25 WAS PERFORMED ON 11-2-17.

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LAW OFFICE OF
CLARK WOODSON III
601 E. MYRTLE ANGLETON, TEXAS 77515
www.woodsonlaborlaw.com
TELEPHONE: 979.849.6080 FACSIMILE: 832.202.2809



LIFE MEMBER
MILLION DOLLAR ADVOCATES FORUM
MULTI-MILLION DOLLAR ADVOCATES FORUM



February 13, 2018

OGC Lit
Product Claims

Ford Motor Company
1 American Rd., RM 612
Dearborn, MI 48126-2798

Re: Unresolved Exhaust Leak; 2015 Ford Explorer; VIN#
1FM5K7F86F [REDACTED] Dangerous Conditions and Health Risks

Dear Ford Motor Company,

Please be advised that I represent Clark Woodson III in the above-referenced matter.

My client purchased the above-referenced Ford Explorer for the purpose of transporting his family on frequent, long road trips. Due to the overwhelming exhaust fumes that enter the interior of the vehicle that cause headaches, nausea, physical discomforts and potentially long-lasting health concerns to my client and his family, travel in this vehicle is dangerous and makes it virtually unusable in its current condition.

My client attempted on several occasions to remedy this matter in good faith. Attached to this correspondence are (4) four service records that document my client's complaints regarding the ongoing exhaust leak in his vehicle. Despite multiple attempts by my client's local dealership, Yaklin Ford, to correct the problem, the nauseous exhaust continues to penetrate the interior of the vehicle.

This correspondence is to inform you and place you on documented notice that unless one of my client's following demands is met, I will immediately file a lawsuit in a court of competent jurisdiction seeking the maximum amount of damages allowable under state law.

1. Allow my client to trade in his above-referenced dangerous Ford Explorer at Fair Market Value (not trade-in value) for a new Ford *or* Lincoln vehicle to be financed through Ford Motor Credit at 1.9% interest (the interest rate he currently has); or
2. Allow my client to turn in his above-referenced dangerous Ford Explorer to the Ford Motor Company, cancelling his installment note. My client will have no

further financial obligations to the Ford Motor Company and will receive no negative credit ramifications or references.

In this connection, at all times material hereto, my client's complaints, Clark Woodson III, was a consumer who sought to acquire goods or services. Said goods and/or services form the basis of my client's. The actions and omissions of the Ford Motor Company have violated the Texas Deceptive Trade Practices Act, TEX.BUS.COM. CODE § 17.41, *et seq.*, in the following particulars:

- A. Committing false, misleading, or deceptive acts or practices, as follows:
1. representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have;
 2. representing that goods are of a particular standard, quality, or grade if they are of another;
 3. making misleading statements of fact concerning the need for parts, replacement, or service repairs;
 4. representing that an agreement confers or involves rights, remedies, or obligations which it does not involve;
 5. failure to disclose information concerning goods and services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed;
 6. breach of express warranty; and
 7. breach of implied warranty.

Please be advised that you may be responsible for attorney's fees in the prosecution of this matter and said fees may be substantial should you fail to remedy this matter expeditiously. Pursuant to the above-referenced Act, you have (60) sixty days to meet one of my client's demands.

This correspondence is being communicated and delivered to you via regular mail and certified mail return receipt requested to ensure your receipt.

Sincerely,



Clark Woodson III

cc: CT Corp. System
1999 Bryan St., Suite 900
Dallas, Texas 75201

CUSTOMER #

INVOICE



DUPLICATE 1
PAGE 1

1200 NORTH HWY. 288-B
RICHWOOD, TX 77531
PHONE: (979) 265-4224 FAX: (979) 265-3707
www.yaklinford.com

LAKE JACKSON
HOME
BUS:

SERVICE ADVISOR: 2171 CLINTON ZIEHL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE	15	FORD EXPLORER	1FM5K7F86F		26057/26057		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07SEP15 DD			15:18 17JUL17		0.00	CASH	31JUL17

R.O. OPENED READY OPTIONS: SOLD-STK
09:06 11JUL17 10:59 31JUL17 ENG:3.5_Liter_Ti-VCT

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A PROGRAM KEY-PATS

KEY PROGRAM KEY-PATS

1462 INT

(N/C)

1 164*R8092* KEY

(N/C)

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

B TRIM PIECE HANGING DOWN BELOW THE VEHICLE

107 MAINT AND SPECIALS

1462 CP

0.00

0.00

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

C C/S THERE IS A RATTLE IN THE DASH ABOVE THE RADIO AND GLOVEBOX

107 MAINT AND SPECIALS

1462 CP

0.00

0.00

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

D DOOR TRIM COMING LOOSE DRIVER DOOR

CAUSE: DOOR PANEL

23943A TRIM PANEL - FRONT DOOR - REMOVE AND

INSTALL (23942/23943) - L

1462 WF4

(N/C)

1 EB5Z*7823943*CB PANEL - DOOR TRIM - LOWER

(N/C)

23943A1 TRIM PANEL - FRONT DOOR - REPLACE

(23942/23943) - L

1462 WF4

(N/C)

FC: B43 34

PART#: EB5Z*7823943*CB

COUNT:

CLAIM TYPE:

AUTH CODE:

1462

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

26057 VINYL MATERIAL ON DRIVERS DOOR PANEL SEPARATING FROM PANEL.

AND R DRIVER DOOR PANEL AND REPLACE.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH §9.503, Texas Business and Commerce Code. IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OF THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

STATEMENT OF DISCLAIMER

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

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

CUSTOMER SIGNATURE

CUSTOMER



INVOICE

DUPLICATE 1
PAGE 2

1200 NORTH HWY. 288-B
RICHWOOD, TX 77531
PHONE: (979) 265-4224 FAX: (979) 265-3707
www.yaklinford.com

LAKE JACKSON, TX
HOME:
BUS:

SERVICE ADVISOR: 2171 CLINTON ZIEHL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	15	FORD EXPLORER	1FM5K7F86FG		26057/26057	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
07SEP15 DD			15:18 17JUL17		0.00	CASH
R.O. OPENED	READY	OPTIONS: ENG:3.5 _BILLET_11-VCT				
09:06 11JUL17	10:59 31JUL17					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
E	C/S	THERE IS A RATTLE IN THE ROOF RAILING BEHIND THE FRONT SUNROOF					
		107 MAINT AND SPECIALS					
		1462 CP				0.00	0.00
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E: 0.00

F	C/S	WHEN YOU ACCELERATE YOU GET EXHAUST SMELL THROUGH THE A/C					
		107 MAINT AND SPECIALS					
		1462 CP				0.00	0.00
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE F: 0.00

G	CUST REQUESTS ANY SYNC UPDATE						
		107 MAINT AND SPECIALS					
		1462 CP				0.00	0.00
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE G: 0.00

H	Moved to: 322274C Line: A						
	SPLIT Moved to: 322274C Line: A						
		998 ISPT					(N/C)
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE H: 0.00

I	Moved to: 322274C Line: B						
	SPLIT Moved to: 322274C Line: B						
		998 ISPT					(N/C)
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE I: 0.00

*** THE FOLLOWING WORK NOT DONE-TRANSFERRED TO RO#322274C ***

H Moved to: 322274C Line: A
I Moved to: 322274C Line: B

WE WANT YOU TO BE COMPLETELY SATISFIED WITH YOUR OVERALL SERVICE EXPERIENCE. WE WELCOME SUGGESTIONS FOR IMPROVEMENT.

THANK YOU FOR RECOMMENDING US.

<small>ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.</small> <small>I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH §9.003 Texas Business and Commerce Code, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OF THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.</small>	<small>STATEMENT OF DISCLAIMER</small> <small>The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.</small>	DESCRIPTION	TOTALS
		LABOR AMOUNT	0.00
PARTS AMOUNT	0.00		
GAS, OIL, LUBE	0.00		
SUBLET AMOUNT	0.00		
MISC. CHARGES	0.00		
TOTAL CHARGES	0.00		
LESS INSURANCE	0.00		
SALES TAX	0.00		
PLEASE PAY THIS AMOUNT	0.00		

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

CUSTOMER SIGNATURE

CUSTOMER #:



INVOICE

DUPLICATE 3
PAGE 1

1200 NORTH HWY. 288-B
RICHWOOD, TX 77531
PHONE: (979) 265-4224 FAX: (979) 265-3707
www.yaklinford.com

LAKE JACKSON, TX

HOME:

BUS:

SERVICE ADVISOR: 2171 CLINTON ZIEHL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE	15	FORD EXPLORER	1FM5K7F86FG		27169/27169		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07SEP15 DD			15:36 18AUG17				15SEP17
R.O. OPENED	READY	OPTIONS: SOLD-					
12:37 17AUG17	12:50 15SEP17	ENG:3.5 Liter 11-VCT					

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

A C/S EXHAUST SMELL BAD IN CAB UPON ACCELERATION
CAUSE:

160166A REPLACE MUFFLER
1462 WF4

- 1 DB5Z*5230*D MUFFLER ASY - CENTRE AND REAR
- NIS FORD MEMPHIS
- 1 3MM*08883* 3M RUBBERIZED COATING
- 1 BB5Z*61280B62*B GRILLE ASY - VENT AIR OUTER
- 1 FB5Z*7829164*AA MOULDING
- 1 FB5Z*7829165*AA MOULDING
- 1 4M8Z*54280B62*A VALVE ASY - AUTO DRAIN
- 1 TA*2*B ADHESIVE

(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)

MT160166 RESEAL THE BODY
1462 WF4

FC: E41 42
PART#: BB5Z*61280B62*B
COUNT:
CLAIM TYPE:
AUTH CODE:
1462

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
27169 DID PROCEDURE 1 CHECKED AND SEALED AS PER RECALL RETURNED TO CUSTOMER

B C/S CAN HEAR RATTLE ON PASS SIDE ROOF BETWEEN SUNROOFS
CAUSE:

105 TRIM AND ELECTRICAL
1462 CP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
27169 NO PROBLEM FOUND AT THIS TIME

C PERFORM MULTIPOINT INSPECTION
99P PERFORM MULTIPOINT INSPECTION
998 CP

0.00 0.00

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

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

CUSTOMER SIGNATURE

CUSTOMER #



INVOICE



1200 NORTH HWY. 288-B
RICHWOOD, TX 77531
PHONE: (979) 265-4224 FAX: (979) 265-3707
www.yaklinford.com

DUPLICATE 3
PAGE 2

LAKE JACKSON, TX
HOME:
BUS:

SERVICE ADVISOR: 2171 CLINTON ZIEHL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE	15	FORD EXPLORER	1FM5K7F86FG		27169/27169		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO N	RATE	PAYMENT	INV. DATE
07SEP15 DD			15:36 18AUG17		0.00	CASH	15SEP17
R.O. OPENED		READY		OPTIONS: SOLD-STK			
12:37 17AUG17		12:50 15SEP17		ENG:3.5_Liter_Ti-VCT			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C: 0.00

D** LOANER CAR AGREEMENT 822 VEH HUE15785

CAUSE:

LOANER LOANER CAR
998 WF4

(N/C)

FC: PART#: RENTAL COUNT:
CLAIM TYPE: P99
AUTH CODE:

MISC RENTAL FOR FOUR DAYS
WF4

(N/C)

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

WE WANT YOU TO BE COMPLETELY SATISFIED WITH
YOUR OVERALL SERVICE EXPERIENCE. WE WELCOME
SUGGESTIONS FOR IMPROVEMENT.

THANK YOU FOR RECOMMENDING US.

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

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

CUSTOMER SIGNATURE

CUSTOMER # [REDACTED]



INVOICE

DUPLICATE 1
PAGE 1

1200 NORTH HWY. 288-B
RICHWOOD, TX 77531
PHONE: (979) 265-4224 FAX: (979) 265-3707
www.yaklinford.com

LAKE JACKSON, TX
HOME: [REDACTED]
BUS: [REDACTED]

SERVICE ADVISOR: 2171 CLINTON ZIEHL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	15	FORD EXPLORER	1FM5K7F86F [REDACTED]		29140/29140	[REDACTED]
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
07SEP15 DD			16:36 12OCT17		0.00	CASH
R.O. OPENED	READY	OPTIONS: SOLD-STK: [REDACTED]				
14:14 10OCT17	14:34 25OCT17	ENG:3.5_Liter_Ti-VCT				

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

A C/S HAS EXHAUST SMELL COMING IN CAB WHEN ACCELERATING
CAUSE: .

160166A REPLACE MUFFLER
1462 WF4

1 EB52*5230*A MUFFLER ASY - CENTRE AND REAR
NIS FORD MEMPHIS

(N/C)
(N/C)

FC: E41 42
PART#: 61280B62
COUNT:

CLAIM TYPE:
AUTH CODE:
1462

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
29140 DID STEP ONE STILL EXHAUST SMELL CHANGED EXHAUST WITH NEW
REVISED PIPES OK AT THIS TIME

B C/S THERE IS A RATTLE AT THE ROOF ON THE FRONT PASSENGER SIDE
CAUSE: .

105 TRIM AND ELECTRICAL
1462 INT

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
29140 FOUND BOBBY PEN AND PENNY UNDER CUP HOLDER LINER REMOVED
DIDNT HEAR RATTLE

C Moved to: 324480C Line: A
SPLIT Moved to: 324480C Line: A
998 ISPT

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

D Moved to: 324480C Line: B
SPLIT Moved to: 324480C Line: B
998 ISPT

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

ON BEHALF OF SERVICING DEALER I HEREBY CERTIFY THAT THE INFORMATION CONTAINED
HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT
NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR
OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED
IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM
ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING
DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR
THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT
THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH §9.503 Texas Business and
Commerce Code, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY
ORDER, OR CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT
FUNDS, NO FUNDS OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OF THE CREDIT CARD
HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD
ACCOUNT HAS BEEN CLOSED.

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implied, including any implied
warranty of merchantability or
fitness for a particular purpose.
Seller neither assumes nor
authorizes any other person to
assume for it any liability in
connection with the sale of this
item/items.

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

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

CUSTOMER SIGNATURE

CUSTOMER # [REDACTED]



INVOICE

LAKE JACKSON, TX
HOME: [REDACTED]
BUS: [REDACTED]

PAGE 1

1200 NORTH HWY. 288-B
RICHWOOD, TX 77531
PHONE: (979) 265-4224 FAX: (979) 265-3707
www.yaklinford.com

SERVICE ADVISOR: 2171 CLINTON ZIEHL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE	15	FORD EXPLORER	1FM5K7F86FC [REDACTED]		31248/31248	[REDACTED]	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO	RATE	PAYMENT	INV. DATE
07SEP15 DD			15:48 16NOV17		0.00	CASH	15NOV17
R.O. OPENED	READY	OPTIONS: SOLD-STY [REDACTED]					
10:34 14NOV17	14:21 15NOV17	ENG:3.5_Liter_Ti-VCT					

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

A C/S THERE IS STILL A SMELL OF EXHAUST WHEN ACCELERATING
 NP NO PROBLEM FOUND
 1787 CP 0.00 0.00
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
 31248 REPROGRAMMING THE HVAC MODULE ALREADY. TEST DROVE- NO SMELL ODOR.

 B C/S THERE IS A RATTLE COMING FROM THE PASSENGER SIDE SEEMS TO BE BY HEADLINER AREA
 CAUSE: PANEL
 MT54022 INSTALL INSULATION TO SECURE PANEL FROM RATTLEING
 1787 WE4 (N/C)
 FC: N43 33
 PART#: 7854022
 COUNT:
 CLAIM TYPE:
 AUTH CODE:
 1787

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
 31248 C/S THERE IS A RATTLE COMING FROM THE PASSENGER SIDE SEEMS TO BE BY HEADLINER AREA. VERIFIED CONCERN. PERFORMED RATTLE TEST AND ROAD TEST. FOUND ROOF OPENING PANEL DRAIN THROUGH ASSEMBLY RATTLE TO SUNROOF GLASS. INSTALLED RATTLE REPAIR KIT. STOP RATTLE.

 C CUST REQUESTED CHECK ON BRAKES - THEY SQUEAL OFTEN
 107 MAINT AND SPECIALS
 1787 CP 0.00 0.00
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
 31248 CHECK BRAKES FRONT AND REAR OK.

 D PERFORM MULTIPOINT INSPECTION
 99P PERFORM MULTIPOINT INSPECTION
 1787 CP 0.00 0.00

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH §9.503 Texas Business and Commerce Code, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OF THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

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

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

CUSTOMER SIGNATURE

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

CUSTOMER #:



INVOICE



1200 NORTH HWY. 288-B
RICHWOOD, TX 77531
PHONE: (979) 265-4224 FAX: (979) 265-3707
www.yaklinford.com

LAKE JACKSON
HOME
BUS:

PAGE 2

SERVICE ADVISOR: 2171 CLINTON ZIEHL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE	15	FORD EXPLORER	1FM5K7F86FC		31248/31248		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07SEP15 DD			15:48 16NOV17		0.00	CASH	15NOV17
R.O. OPENED	READY	OPTIONS: SOLD-STK: [REDACTED]					
10:34 14NOV17	14:21 15NOV17	ENG:3.5_Liter_Ti-Vci					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		YBATT	BATTERY IS MARGINAL NEEDS REPLACING SOON			0.00	0.00
		1787	CP				
		YTIRE	TIRE TREAD IS MARGINAL TIRES REQUIRE REPLACEMNET SOON			0.00	0.00
		1787	CP				
		GBK	BRAKE LININGS ARE OK AT THIS TIME			0.00	0.00
		1787	CP				
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:	0.00

E** LOANER CAR AGREEMENT 1601 VEHICLE H5291284

CAUSE: RENTAL

107 MAINT AND SPECIALS

998 WF4

(N/C)

FC: PART#: RENTAL COUNT:

CLAIM TYPE: P99

AUTH CODE:

998

MISC RENTAL

WF4

(N/C)

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

0.00

31248 RENTAL FOR ONE DAY

WE WANT YOU TO BE COMPLETELY SATISFIED WITH YOUR OVERALL SERVICE EXPERIENCE. WE WELCOME SUGGESTIONS FOR IMPROVEMENT.

THANK YOU FOR RECOMMENDING US.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH 99.503 Texas Business and Commerce Code. IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OF THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

STATEMENT OF DISCLAIMER

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

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

CUSTOMER SIGNATURE



Case Print Report

Case Number [REDACTED]

Case Opened Date 2/23/2018 5:49 PM

Case Closed Date 2/23/2018 6:00 PM

Case Status Resolved

Case Last Modified 2/23/2018 6:00 PM

Responsible Team Tier 1 Inbound

Case Classification Legal > Alleged Injury due to Product Defect or Airbag > Fin Assist for Medical Expenses

Customer Name [REDACTED]

Customer Number [REDACTED]

LA PUENTE

CA [REDACTED]

Email [REDACTED]

Dealer Ed Butts Ford

VIN 1FMHK7F94CG [REDACTED]

Year 2012

Make FORD

Model EXPLORER

Body Style K7F - EXPLORER LTD FWD 4-DR

Symptom

Level 1 Safe & Secure

Level 2 Smoke/Odor

Level 3 Exhaust

Level 4 OTHER

Case Print Report

Case Number [REDACTED]

Agent Name	Note Created On
Mary Santos	2/23/2018 5:55 PM

CUST SAYS:

Cust says the veh exhaust affecting her health for almost a yr now. Cust is under medication due to chest spasm and lungs issues. Accdg to doctor the exhaust fumes affecting her lungs.

Cust would like for to do something abt this. Until now cust is spending for medication. ANd also cust want to reimburse the catalytic converter charges that was replaced on the veh. Accdg to the dlr there is a Potential issue on the veh. A non ford dlr replaced it to fix the issue bec the dlr cannot help her to fix the exhaust on the veh.

PER CUST, DLR SAYS: n/a

CRC ADVISED:

I will forward your information to Ford's Office of the General Counsel. You should receive a written response within 15 Days business days to your concern.

Case Print Report

Case Number [REDACTED]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Mary Santos	2/23/2018 6:00 PM	fmc_closecase	Close Case
Mary Santos	2/23/2018 6:00 PM	incidentresolution	Case Resolution

MIAMI TOWNSHIP PD

From: [Ordcalp, F \(F.\)](#)
To: [Clark, Jessica \(J.E.\)](#)
Subject: FW: Dealer/Fleet Request for OGC Review
Date: Thursday, March 01, 2018 1:39:13 PM

From: DCPFORM, FMCDealer (.)
Sent: Thursday, March 1, 2018 1:39:11 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.)
Cc: shaunp@interstateford.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Interstate Ford
Requesting Dealer Fleet: INTERSTATE FORD
PA Code: 08297
Contact Person: SHAUN POULOS
Title: SERVICE WRITER
Phone Number: 937-384-1893
Fax Number:
Email: shaunp@interstateford.com
Region: DAYTON
Address: 125 S ALEXANDERSVILLE RD
City: MIAIMISBURG
State: Ohio
Zip Code: 45432

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 22-FEBRUARY-2017
Vehicle Year: 2017
Vehicle Model: EXPLORER INTERCEPTOR
Vehicle VIN: 1FM5K8ATXHG [REDACTED]
Mileage: 28835
customer Fleet Name: MIAMI TOWNSHIP PD
Street Address: [REDACTED]
City : MIAMISBURG
State : Ohio
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: DAYTON

DETAILS OF INCIDENT:

Date of Incident: 2018-02-20
County incident occurred: USA
Is customer alleging a component defect CAUSED the incident? YES
Details: CUSOTMER STATES EXHAUST FUMES IN VEHICLE MAKING POLICE

OFFICER SICK. MEDICAL ATTENTION NOT SOUGHT AS FAR AS WE KNOW.

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: MIAMISBURG

Attorney information:

CVO Contact:

Resolution Customer is seeking: CUSTOMER WANTS VEHICLE FIXED FOR EXHAUST ODOR. 17B25 WAS PREVIOUSLY PERFORMED A COUPLE MONTHS AGO. CONTACTED FORD TECH HOTLINE FOR ADVICE ON FURTHER TESTING AND WAS INFORMED TO FILL OUT THIS DOCUMENT.

Comments: CUSTOMER CONCERN NOT VERIFIED BY TECHNICIAN

This email was automatically generated. Please do not reply to this email. No one monitors the inbox for this email address.

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**Service of Process
Transmittal**

03/07/2018

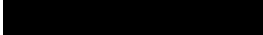
CT Log Number 

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

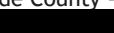
RE: Process Served in California


FOR: Ford Motor Company (Domestic State: DE)

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

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

DOCUMENT(S) SERVED: Summons, Complaint, Cover Sheet, Instructions, Certificate, Notice

COURT/AGENCY: Riverside County - Superior Court - Palm Springs, CA
Case # 

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2015 Ford Explorer, VIN: 1FM5K7D95FC 

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

DATE AND HOUR OF SERVICE: By Process Server on 03/07/2018 at 15:00

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): Larry Hoddick
Law Offices of Larry R. Hoddick, PC
74-000 Country Club Drive, Ste C5
Palm Desert, CA 92260
760-636-5256

ACTION ITEMS: CT has retained the current log, Retain Date: 03/08/2018, Expected Purge Date: 03/13/2018

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

3/7/18 @BPR

**SUMMONS
(CITACION JUDICIAL)**

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

FORD MOTOR COMPANY; and Does 1 through 10, Inclusive

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



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

FILED

Superior Court of California
County of Riverside

3/6/2018
J. Verdugo

By Fax

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

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

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

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.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, pueda 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor 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): Superior Court of California
Riverside County Superior Court
3255 E.Tahquitz Canyon Way, Palm Springs, CA 92262

CASE NUMBER:
(Número del Caso)

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):
Law Offices of Larry R. Hoddick, PC 74000 Country Club Dr. Ste. C5, Palm Desert, CA 92260 760.636-5256

DATE:
(Fecha) 3/6/2018

Clerk, by
(Secretario) J. Verdugo Deputy
(Adjunto)

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



NOTICE TO THE PERSON SERVED: You are served

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

1 Larry Hoddick, Cal. Bar No. 237527
2 Email: LHoddick@dc.rr.com
3 LAW OFFICES OF LARRY R. HODDICK, P.C.
4 74-000 Country Club Drive, Suite C5
5 Palm Desert, California 92260
6 Telephone (760) 636-5256
7 Fax (760) 299-4220

FILED
Superior Court of California
County of Riverside

3/1/2018
J. Verdugo

By Fax

5 Attorney for Plaintiff

7 SUPERIOR COURT OF CALIFORNIA
8 COUNTY OF RIVERSIDE

10 [REDACTED]
11)
12 Plaintiff,
13 vs.
14 FORD MOTOR COMPANY; and
15 DOES 1 through 10, Inclusive;
16)
17 Defendants.

Case No.: [REDACTED]

COMPLAINT FOR VIOLATION OF THE
SONG-BEVERLY CONSUMER WARRANTY
ACT

DEMAND FOR JURY TRIAL

BY FAX

18 Plaintiff [REDACTED] ("Plaintiff") alleges the following causes of action
19 against the defendants, related to a 2015 Ford Explorer motor vehicle, bearing Vehicle Identification
20 Number IFM5K7D95FC [REDACTED] (the "vehicle");
21

22 GENERAL ALLEGATIONS

- 23
- 24 1. Plaintiff is an individual resident of the State of California.
 - 25 2. Defendant FORD MOTOR COMPANY (herein "Defendant") is at all relevant times
26 a foreign corporation registered to do business in the State of California, doing business in this
27 Judicial District through its authorized sales and service representatives, and by advertising and
28 marketing its products, including the vehicle, directed at members of the general public in this

1 Judicial District, where Defendant has performed or is willing to perform its warranty obligations.

2 3. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
3 DOES 1 through 10 and therefore sues said defendants by such fictitious names. Each reference in
4 this complaint to "defendant," "defendants," or a specifically named defendant refers to each of the
5 named defendants, as well as each of the defendants sued under fictitious names. Plaintiff will amend
6 this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
7 believes that each of the fictitiously named defendants is legally responsible in some manner for the
8 occurrences alleged, and that Plaintiff's damages were proximately caused by such occurrences.

9 4. Plaintiff is informed and believes that at all times mentioned herein defendants, and
10 each of them, were the owners, agents, servants, employees, partners, alter ego, and/or joint venturers
11 of their co-defendants and were at all relevant times acting within the course, scope and authority
12 of said ownership, agency, master/servant, employment, partnership, alter ego, and/or joint venture
13 relationship.

14 5. To the extent that any defendant is an independent contractor, Plaintiff alleges that
15 each of the other defendants exercised such dominion and control over the manner, method, and
16 means of the work contracted for, that the acts of any such independent contractor should by law be
17 attributed to the principal who hired such contractor for the work performed.

18 6. On or about June 19, 2015, Plaintiff purchased the vehicle pursuant to a retail sale
19 contract from one of Defendant's franchise dealerships.

20 7. In addition to the express warranties contained within the sale transaction, Defendant
21 impliedly warranted to Plaintiff that the vehicle was "merchantable" within the meaning of Civil
22 Code § 1791.1, and "fit for the purpose for which it was being purchased" within the meaning of
23 Civil Code § 1792.1.

24 8. After Plaintiff purchased the vehicle, Plaintiff used the vehicle in accordance with
25 the normal operation of the vehicle, and did not mishandle, misuse, or otherwise damage the vehicle.

26 9. Within the applicable express warranty and implied warranty periods, Plaintiff
27 discovered that the vehicle was defective, and failed to perform properly, and has since failed to
28 conform to the terms of the express warranty and implied warranties. The vehicle has been presented

1 to Defendant's authorized repair facilities an excessive number of times for substantial defects and/or
2 non-conformities causing carbon monoxide and/or exhaust fumes to enter the cabin of the vehicle
3 while driving, the vehicle to jerk and jolt upon acceleration, the there is a rattle and thumping sound
4 when turning and when in reverse, the engine is too loud upon acceleration, the vehicle will not
5 engage when shifting, the front window shudder when rolling up, there is a rattle in the head liner,
6 there is a coolant smell coming from the a/c vents, in addition to other defects. The aforementioned
7 defects may continue to develop after this lawsuit is filed. The aforementioned defects cause
8 substantial impairment to Plaintiff's use, value and/or safety of the vehicle.

9
10 FIRST CAUSE OF ACTION

11 (Violation of the Song-Beverly Consumer Warranty Act [herein "The Act"]

12 against all Defendants)

13 10. Plaintiff incorporates by reference each and every allegation in the foregoing
14 paragraphs as though fully set forth herein.

15 11. Pursuant to the Act, Civil Code § 1790 *et seq.*, the vehicle constitutes "consumer
16 goods" purchased and used primarily for personal, family or household purposes.

17 12. Pursuant to the Act, Civil Code § 1793.22(e)(2), the vehicle is a "new motor vehicle"
18 purchased and used primarily for personal, family or household purposes and with a "gross vehicle
19 weight" of less than 10,000 pounds.

20 13. Plaintiff is a "buyer" of consumer goods under the Act.

21 14. Defendant is a "manufacturer" or "distributor" under the Act.

22 15. The sale of the vehicle to Plaintiff was accompanied by an implied warranty to
23 Plaintiff that the vehicle was "merchantable" and "fit for the purpose for which it was being
24 purchased."

25 16. The defects and nonconformities present in this vehicle when it was delivered to
26 plaintiff, and the defects and nonconformities that were present thereafter, manifested themselves
27 within the applicable express warranty period and/or the implied warranty period. Those defects and
28 nonconformities substantially impair the use, value and/or safety of the vehicle.

1 17. Pursuant to Civil Code § 1793.2, Plaintiff delivered the vehicle to Defendant's
2 authorized service and repair facilities in California for service and repair of defects, as stated above
3 in paragraph 9, which occurred on numerous occasions within the period of the express and implied
4 warranty that accompanied the sale of the vehicle to Plaintiff.

5 18. Defendant has been unable or unwilling to conform the vehicle to its implied
6 warranty. Defendant has been unable to conform the vehicle to its express warranty after a
7 reasonable number of attempts.

8 19. Plaintiff has performed all terms, conditions, covenants, promises and obligations
9 required to be performed on Plaintiff's part under the terms of the sale agreement, and express
10 warranty and implied warranty except for those terms, conditions, covenants, promises and
11 obligations or payments for which performance and/or compliance has been excused by the acts
12 and/or conduct of defendants and/or by law.

13 20. By failing to remedy the defects and nonconformities as alleged above, or to make
14 restitution with Plaintiff, Defendant is in breach of its obligations under the Act.

15 21. Plaintiff is justifiably entitled to revoke and hereby revokes acceptance of this vehicle
16 under the Act and to receive restitution in the form of reimbursement of the purchase price and
17 finance charges.

18 22. Defendant's breach of the warranty was willful and deliberate, entitling Plaintiff to
19 a civil penalty of two times the actual damages in addition to the other amounts recovered.

20 WHEREFORE, Plaintiff prays for judgment against defendants, and each of them, as follows,
21 ON PLAINTIFF'S FIRST CAUSE OF ACTION:

22 1. For restitution of all monies paid under the sale contract, in an amount according to
23 proof at trial;

24 2. For incidental and consequential damages, including loss of use and reasonable rental
25 car expenses, according to proof at trial;

26 3. For pre-judgment interest at the legal rate;

27 4. For a civil penalty of up to two times actual damages in an amount according to proof
28 at trial;

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- 5. For recovery of damages and other legal and equitable relief;
- 6. For reasonable attorneys' fees and costs of suit; and
- 7. For such further relief as the Court deems just and proper.

DATED: March 1, 2018

LAW OFFICES OF LARRY R. HODDICK, P.C.
Attorney at Law

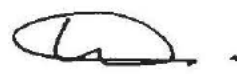


By: Larry Hoddick,
Counsel for Plaintiff

Plaintiff hereby demands a jury trial on all issues.

DATED: March 1, 2018

LAW OFFICES OF LARRY R. HODDICK, P.C.
Attorney at Law



By: Larry Hoddick,
Counsel for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Larry R. Hoddick / SBN 237527 Law Offices of Larry R. Hoddick, P.C. 74000 Country Club Drive, Suite C5 Palm Desert, CA 92260 TELEPHONE NO.: 760-636-5256 FAX NO.: 760-299-4220 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside STREET ADDRESS: 3255 East Tahquitz Canyon Way MAILING ADDRESS: CITY AND ZIP CODE: Palm Springs, CA 92262 BRANCH NAME: Palm Springs Courthouse	
CASE NAME: [REDACTED] Ford Motor Company; et al.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: JUDGE: 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:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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): ONE
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: March 1, 2018
 Larry R. Hoddick / SBN 237527
 (TYPE OR PRINT NAME) (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.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

<p>Auto Tort</p> <ul style="list-style-type: none"> Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <ul style="list-style-type: none"> Asbestos (04) <ul style="list-style-type: none"> Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability (not asbestos or toxic/environmental) (24) Medical Malpractice (45) <ul style="list-style-type: none"> Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) <ul style="list-style-type: none"> Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD <p>Non-PI/PD/WD (Other) Tort</p> <ul style="list-style-type: none"> Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) <ul style="list-style-type: none"> Legal Malpractice Other Professional Malpractice (not medical or legal) Other Non-PI/PD/WD Tort (35) <p>Employment</p> <ul style="list-style-type: none"> Wrongful Termination (36) Other Employment (15) 	<p>Contract</p> <ul style="list-style-type: none"> Breach of Contract/Warranty (06) <ul style="list-style-type: none"> Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence) Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty <p>Collections (e.g., money owed, open book accounts) (09)</p> <ul style="list-style-type: none"> Collection Case—Seller Plaintiff Other Promissory Note/Collections Case <p>Insurance Coverage (not provisionally complex) (18)</p> <ul style="list-style-type: none"> Auto Subrogation Other Coverage <p>Other Contract (37)</p> <ul style="list-style-type: none"> Contractual Fraud Other Contract Dispute <p>Real Property</p> <ul style="list-style-type: none"> Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) <ul style="list-style-type: none"> Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (not eminent domain, landlord/tenant, or foreclosure) <p>Unlawful Detainer</p> <ul style="list-style-type: none"> Commercial (31) Residential (32) Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential) <p>Judicial Review</p> <ul style="list-style-type: none"> Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) <ul style="list-style-type: none"> Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review Other Judicial Review (39) <ul style="list-style-type: none"> Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals 	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</p> <ul style="list-style-type: none"> Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (arising from provisionally complex case type listed above) (41) <p>Enforcement of Judgment</p> <ul style="list-style-type: none"> Enforcement of Judgment (20) <ul style="list-style-type: none"> Abstract of Judgment (Out of County) Confession of Judgment (non-domestic relations) Sister State Judgment Administrative Agency Award (not unpaid taxes) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case <p>Miscellaneous Civil Complaint</p> <ul style="list-style-type: none"> RICO (27) Other Complaint (not specified above) (42) <ul style="list-style-type: none"> Declaratory Relief Only Injunctive Relief Only (non-harassment) Mechanics Lien Other Commercial Complaint Case (non-tort/non-complex) Other Civil Complaint (non-tort/non-complex) <p>Miscellaneous Civil Petition</p> <ul style="list-style-type: none"> Partnership and Corporate Governance (21) Other Petition (not specified above) (43) <ul style="list-style-type: none"> Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

- BANNING 135 N. Alessandro Rd., Banning, CA 92220
- BLYTHE 265 N. Broadway, Blythe, CA 92225
- HEMET 880 N. State St., Hemet, CA 92543
- MORENO VALLEY 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553

- MURRIETA 30755-D Auld Rd., Suite 1226, Murrieta, CA 92583
- PALM SPRINGS 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
- RIVERSIDE 4050 Main St., Riverside, CA 92501
- TEMECULA 41002 County Center Dr., #100, Temecula, CA 92591

RI-030

<p><small>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address)</small> Larry R. Hoddick / SBN 237527 Law Offices of Larry R. Hoddick, P.C. 74-000 Country Club Drive, Suite C5 Palm Desert, CA 92260 <small>TELEPHONE NO.:</small> (760) 638-5256 <small>FAX NO. (Optional):</small> (760) 299-4220 <small>E-MAIL ADDRESS (Optional):</small> lhoddick@dc.rr.com <small>ATTORNEY FOR (Name):</small> Plaintiff</p>	<p><small>FOR COURT USE ONLY</small></p> <p>FILED Superior Court of California County of Riverside 3/1/2018 J. Verdugo By Fax</p>
<p><small>PLAINTIFF/PETITIONER:</small> [REDACTED]</p> <p><small>DEFENDANT/RESPONDENT:</small> Ford Motor Company</p>	<p><small>CASE NUMBER:</small> [REDACTED]</p>
<p>CERTIFICATE OF COUNSEL</p>	

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

- The action arose in the zip code of [REDACTED]
- The action concerns real property located in the zip code of: _____
- The Defendant resides in the zip code of: _____

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 1.0015 at www.riverside.courts.ca.gov.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date 03/01/18

Larry R. Hoddick
(TYPE OR PRINT NAME OF ATTORNEY PARTY MAKING DECLARATION)

[Signature]
(SIGNATURE)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
3255 E. Tahquitz Canyon Way
Palm Springs, CA 92262
www.riverside.courts.ca.gov

NOTICE OF DEPARTMENT ASSIGNMENT FOR ALL PURPOSES

ESTRADA VS FORD MOTOR COMPANY

CASE NO. P [REDACTED]

This case is assigned to the Honorable Judge James T Latting in Department PS1 for all purposes.

The Case Management Conference is scheduled for 09/04/18 at 8:30 in Department

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6 shall be filed in accordance with that section. The court follows California Rules of Court, Rule 3.1308(a) (1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law and motion matter are posted on the internet by 3:00 pm on the court day immediately before the hearing at <http://www.riverside.courts.ca.gov/tentativerulings.shtml>. If you do not have internet access, you may obtain the tentative ruling by telephone at (760)904-5722.

To request oral argument, not later than 4:30 pm on the court day before the hearing you must (1) notify the judicial secretary at (760)904-5722 and (2) inform all other parties. If no request for oral argument is made by 4:30 pm, the tentative ruling will become the final ruling on the matter effective the date of the hearing.

Requests for accommodations can be made by submitting Judicial Council form MC-410 no fewer than five court days before the hearing. See California Rules of Court, rule

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing NOTICE on this date, by depositing said copy as stated above.

Court Executive Officer/Clerk

Date: 03/06/18

by: 

JUDY M VERDUGO, Deputy Clerk



Ny

LEMBERG LAW

March 2, 2018

RECEIVED

MAR 12 2018

VIA FIRST CLASS MAIL

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

Make and Model:	2013 Ford Explorer
VIN #	1FM5K8GT6D [REDACTED]
Record Owner	[REDACTED]
State of Purchase or Lease	New York

Dear Sir or Madam:

Lemberg Law, LLC, is writing on behalf of the above client with regard to the above vehicle purchased in New York State. We will file a lawsuit in this case unless it is settled within 30 days of the date of this letter. We will seek relief on our client's behalf under the New York Lemon Law, the Magnuson Moss Act, breach of warranty statutes and other laws protecting New York consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been presented for repair on at least two (2) separate occasions due to a exhaust fumes presence in the vehicle interior that cause occupants to become sick, but same defect continues to persist.

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

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

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

OGCLP
Consolidated

Sincerely,

/s/ Vlad Hirnyk

Vlad Hirnyk, Esq.
(203) 653-2250 Ext. 5503
vhirnyk@leberglaw.com

DANA



DANA MOTORS LTD

268 W. Service Road
Staten Island, NY 10314

SERVICE DEPARTMENT HOURS

7:00 a.m. to 6:00 p.m.

Monday - Friday

8:00 a.m. - 3:00 p.m. Saturday

Phone: (718) 983-8700

R/O Open Date	10/26/17	R/O Number	
R/O Close Date	10/27/17	Status	Pre-Invoice
Mileage In	38592	Mileage Out	38599
Customer Address / City / St			
Besa Grajcevci /			
Vehicle Identification Number			
1FMSK8GT6E			
Delivery Date	5/23/13	In Service Date	5/23/13
Color			
INGOT SILV			

STATEN ISLAND, NY

Year	2013	Make	FORD	Model	EXPLORER	Body	4WD 4DR SPORT	Color	INGOT SILV
------	------	------	------	-------	----------	------	---------------	-------	------------

DESCRIPTION OF SERVICE PERFORMED	AMOUNT
Email: [REDACTED]	
#1 - WRKS: PERFORM THE WORKS PACKAGE SERVICE LUBE, OIL, FILTER, ROTATE TIRES, PLUS MULTI-POINT INSPECTION CUSTOMER REQ WRK Tech: robert wilson (781) Installed FL 500 S : FILTER ASY - OIL 1@5.00 Installed XO 5W20 QSP : MOTORCRAFT SAE 5W-20 API GF 6@3.25 DONE Sub Total: 39.95	15.45 5.00 19.50
#2 - 3000: STEERING AND SUSPENSION CUST STATES WHILE DRIVING THERE IS A SLIGHT NOISE IN THE FRONT OVER BUMPS Tech: robert wilson (781) Installed GB5Z 3078 D : ARM ASY - FRONT SUSPENSION Qty: 1 Installed GB5Z 3079 G : ARM ASY - FRONT SUSPENSION Qty: 1 VERIFIED CONCERN USING CHASSIS EARS PINPOINT NOISE COMING FROM BOTH LOWER CONTROL ARM HYDRO BUSHINGS . INSTALLED NEW CONTROL ARMS RE ROADTESTED CONCERN NO LONGER PRESENT AT THIS TIME.	Warranty Warranty Warranty
#3 - WASH: DEALER WASHED VEHICLE AS PART OF SERVICE ON THIS VISIT Sub Total: .00	
#4 - 99P: PERFORM MULTIPOINT INSPECTION AND FILL UP REPORT CARD Sub Total: .00	

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

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

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

OCT 27 2017
[Signature]

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

DANA



LINCOLN

DANA MOTORS L

288 W. Seaside Road
Staten Island, NY 11381

SERVICE DEPARTMENT

7:00 a.m. to 6:00 p.m.

Monday - Friday

8:00 a.m. - 3:00 p.m. S

Phone: (718) 983-87

1/27	1/27
2/29/17	Pre-Invoice
39639	39640
Service Advisor / Tech #	
Besa Grajcevci/5538	
Vehicle Identification Number	
1FM5K8GT6D	
Delivery Date	5/23/13
Color	GOT SILV
License Number	

NY MOTOR VEHICLE FACILITY

Work Phone: [REDACTED]

STATEN ISLAND, NY [REDACTED]

Year	Make	Model	Options
2013	FORD	EXPLORER	4WD 4DR S

DESCRIPTION OF WORK PERFORMED	AMOUNT
Email: [REDACTED]	
#1 - 5000: RECALLS RECALL 17N03 CARBON MONOXIDE Installed CK4Z 13014 B : INSULATOR - TUNNEL Qty: 2 Warranty Installed 4M8Z 7828062 A : VALVE ASY - AUTO DR Qty: 2 Warranty Installed TA 19 C : ADHESIVE Qty: 1 Warranty 17N03-CARBON MONOXIDE RECALL	
#2 - WASH: DEALER WASHED VEHICLE AS PART OF SERVICE ON THIS VISIT Sub Total: .00	
#3 - 99P: PERFORM MULT-POINT INSPECTION AND FILL UP Sub Total: .00	
#5 - 300: SHOCKING AND SUSPENSION CUSTOMER STATES HE HEARS NOISE IN THE FRONT BOTH SIDES. STILL. PLEASE CHECK WENT ON MULTIPLE ROADTEST AND COULD NOT DUPLICATE CONCERN. Sub Total: .00	
#6 - 5000: RECALLS CUSTOMER CARBON MONOXIDE SEE LINE 1. Sub Total: .00	

left
L95

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

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

DANA



DANA MOTORS LTD
 266 W. Service Road
 Staten Island, NY 10314
SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Friday
 8:00 a.m. - 3:00 p.m. Saturday
 Phone: (718) 983-8700

R/O Open Date	6/01/17	R/O Number	
R/O Close Date	6/01/17	Station	Pre-Invoice
Mileage In	34892	Mileage Out	34893
Service Advisor / Tag #			
Jeffrey Pikarsk/9984*w			
Vehicle Identification Number			
1FM5K8GT6DC			
Delivery Date	5/23/13	In-Service Date	5/23/13
Color		License Number	
INGOT SILV			

NY MOTOR VEHICLE REGISTRATION
 [REDACTED]
 [REDACTED]
 STATEN ISLAND, NY [REDACTED]

Year	Make	Model	Body
2013	FORD	EXPLORER	4WD 4DR SPORT

DESCRIPTION OF SERVICE AND PARTS **AMOUNT**

Email: [REDACTED]	
#1 - NYSI; NEW YORK STATE INSPECTION CLIENT REQ NYSI Work performed by Mario Hernandez (030) NYSI BY 030 3901808 0.5 Sub Total: 37.00	37.00

#3 - 99P: PERFORM MULTIPOINT INSPECTION AND FILL UP REPORTCARD Sub Total: .00	

#4 - 8000: MAINTENANCE CLIENT WILL WAIT Sub Total: .00	

 * Don't Forget to download the DANA APP it's free right *
 * now in the APP STORE and ANDROID MARKET Hours *
 * Mon-Fri 7am-7pm Sat 730-6pm !!!!!!! *

PAID
 JUN 01 2017

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

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

LABOR	37.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	37.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.





DANA MOTORS LTD
 288 W. Service Road
 Staten Island, NY 10314
SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Friday
 9:00 a.m. - 5:00 p.m. Saturday
 PH: (718) 983-8700

DATE	11/15/17
TIME	11:15/17
DATE	11/15/17
TIME	11:15/17
DATE	11/15/17
TIME	11:15/17
DATE	11/15/17
TIME	11:15/17
DATE	11/15/17
TIME	11:15/17
DATE	11/15/17
TIME	11:15/17

STATE	ISLAND
YEAR	2013
MAKE	FORD
MODEL	EXPLORER
TRIM	4WD 4DR SPORT
COLOR	INGOT SILV

DESCRIPTION	AMOUNT
#1 - 99P: PERFORM MULTIPPOINT INSPECTION AND FILL UP REPORTCARD COMPLETED Sub Total: .00	
#2 - WASH: DEALER WASHED VEHICLE AS PART OF SERVICE ON THIS VISIT WASHED Sub Total: .00	
#3 - 3000: STEERING AND SUSPENSION CUST STATES NOISE COMING FROM THE FRONT OVER BUMPS CUST TEST DROVER WITH DENNIS CONFIRMED NOISE ON E RTDAY Tech: Dennis R Cort (084) Installed FB5% 18183 A BRACKET Qty: 1 Installed DBZ 18124 AP SHOCK ABSORBER ASY - PRON Qty: 1 ROAD TEST WITH CUSTOMER VERIFY CONCERN CLUNK/RATTLE NOISE FROM FRONT SUSPENSION OVER BUMPS. RETURN TO SHOP AND HOOK UP CHASSIS BARS AND PERFORM NOISE DIAGNOSIS. VERIFY NOISE COMING FROM LEFT FRONT STRUT UPON FURTHER INSPECTION FOUND STRUT ALSO LEAKING, REMOVE STRUT AND FOUND STRUT MOUNT BEARING BENDING REPLACED FRONT STRUT AND BEARING MOUNT AND REROD TESTED OK. #4 - 8000: MAINTENANCE	Warranty Warranty Warranty
<small>TERMS, STRICTLY CASH UNLESS OTHERWISE NOTED. I hereby authorize the repair work hereon 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 expense caused by unavailability of parts or delay in their shipment by the supplier or transporter. I hereby grant you or your authorized personnel in complete and exclusive charge of my vehicle, (including all equipment for the purpose of making and/or inspection) to approach mechanic's lien if necessary and/or to secure vehicle if necessary. I agree to pay for any parts and/or materials used in the repair of my vehicle.</small>	
<small>DISCLAIMER OF WARRANTIES: Any warranties on the products and/or services are those made by the manufacturer. The sales taxes and/or charges of repair are active and/or in effect. (including any related material of repair parts or items for a particular purpose and the sale price and/or other charges may vary from time to time for any vehicle in accordance with the sale of any product. Any limitations contained herein does not apply when prohibited by law.</small>	
<small>LABOR</small> <small>PARTS</small> <small>PRODUCTIBLE</small> <small>SUBLET</small> <small>SHOP SUPPLIES</small> <small>HAZARDOUS MATERIALS</small> <small>SALES TAX OR TAX I.D.</small> <small>SPECIAL ORDER DEPOSIT</small> <small>DISCOUNTS</small> <small>TOTAL DUE</small>	
<input checked="" type="checkbox"/> NO RE-TURN ON ALL CRITICAL OR SAFETY ITEMS OR SPECIAL ORDERS	

Mount Sinai Beth Israel
 Department of Emergency Medicine
 First Avenue at 16th Street
 New York, NY 10003
 212-844-1644

Take-Home Instructions for the Patient

Patient's Name: [REDACTED] DOB: [REDACTED]
 Medical Record Number: [REDACTED]
 E.D. Attending Physician: MD Julie Oh
 E.D. Resident or Physician Assistant: - Attending
 E.D. Primary Nurse: Judith Jean-Louis, RN
 Primary Care Provider:
 Primary Diagnosis: *anaphylaxis*
 Additional Diagnoses: *anaphylaxis*

If your child was seen in the Pediatric Emergency Department today and you have any questions relating to their treatment, please call 212-420-2860

PLEASE NOTE: The examination and treatment that you have received in the Emergency Department have been rendered on an emergency basis only and are not intended to be a substitute for or an effort to provide complete medical service. A follow-up doctor or facility is named below. It is important that you be checked again as recommended below and report any new or remaining problems at that time, because it is impossible to recognize and treat all elements of injury or illness in a single Emergency Department visit. In addition, if an X-Ray has been taken here, it has been read on a preliminary basis only, and a final review will be made by the Radiologist. If there is a change in the preliminary x-ray reading you will be contacted by our follow-up staff.
 Call to arrange an appointment to see the following physician for follow-up care.

WARNING: You (or your child) may have received and/or been prescribed medications today that could have a temporary disorienting effect until they wear off. The effects of these medications include dizziness, lightheadedness and increased risk of falling. Special care should be taken walking and getting up and around stairs. Other effects may include drowsiness, blurred vision or slowed reflexes. Increased excitability or difficulty concentrating can also occur.

For your (or your child's) safety and the safety of others, please take (or administer) these medications only as directed. Additionally, driving a motor vehicle or operating complex equipment should not be attempted until any disorienting effects have passed. It is advisable not to make important personal or business decisions, or sign legal papers. In general, drinking alcohol or using sleeping pills while on medications should be avoided. Children should not ride bikes, use a skateboard, go swimming, or play on swings or monkey bars.

IMPORTANT INFORMATION ABOUT YOUR PAPER PRESCRIPTION
 As of 3/27/16, New York State Department of Health now requires computer-generated (electronic) prescriptions for all medications be sent directly to your pharmacy. However, Mount Sinai Beth Israel providers have been granted a temporary waiver from the ePrescribing requirement and may write paper prescriptions. By law, once a provider has been granted a waiver, the pharmacy must fill your prescription.

What if my pharmacy refuses to fill my paper prescription?
 Tell the pharmacist to call the New York State Bureau of Narcotic Enforcement (BNE) directly at 866-811-7957 (8.45 am to 4.45 pm), wait for assistance, and the operator will confirm that paper prescription.



DANA MOTORS LTD
 266 W. Service Road
 Staten Island, NY 10314
SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Friday
 8:00 a.m. - 3:00 p.m. Saturday
 Phone: (718) 983-8700

R/O Open Date	2/15/18
R/O Close Date	2/15/18
Mileage In	40576
Mileage Out	40577
Service Advisor / Tag #	Alberto Lalli / W*
Vehicle Identification Number	1FM5K8GT6D
Delivery Date	5/23/13
In-Service Date	5/23/13
Color	INGOT SILV
License Number	

NY MOTOR VEHICLE FACILITY # [REDACTED]
 [REDACTED]
 STATEN ISLAND, NY [REDACTED]

Year	Make	Model	Body
2013	FORD	EXPLORER	4WD 4DR SPORT

Work Phone	
Home Phone	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Email: [REDACTED]	
#1 - WRKS: PERFORM THE WORKS PACKAGE SERVICE LUBE, OIL, FILTER, ROTATE TIRES, PLUS MULTI-POINT INSPECTION Tech: kledian kotri (799) Installed FL 500 S :FILTER ASY - OIL 1@5.00 Installed XO 5W30 QSP :MOTORCRAFT SAE 5W-30 API GF 6@3.95 PERFORMED WORKS Sub Total: 39.95	11.25 5.00 23.70
#2 - 99P: PERFORM MULTIPOINT INSPECTION AND FILL UP REPORTCARD PERFORMED MPI Sub Total: .00	
#3 - WASH: DEALER WASHED VEHICLE AS PART OF SERVICE ON THIS VISIT SENT VEHICLE TO WASH Sub Total: .00	
#4 - 8000: MAINTENANCE CUSTOMER IS WAITING Sub Total: .00	
#5 * 2000: ELECTRICAL ADDED OPERATION CR REPLACE PASSENGER SIDE FRONT PARKING LIGHT BULB Caused by BLOWN BULB.	

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

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

PAID
 FEB 15 2018

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

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 Staten Island, NY 10314
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 7:00 a.m. to 6:00 p.m.
 Monday - Friday
 8:00 a.m. - 3:00 p.m. Saturday
 Phone: (718) 993-8700

R/O Open Date	R/O Number
2/15/18	
R/O Close Date	Status
2/15/18	Pre-Invoice
Mileage In	Mileage Out
40576	40577

NY MOTOR VEHICLE FACILITY #: R6430478

STATEN ISLAND, NY			Work Phone	Alberto Lalli/2479*W*	
			Home Phone	Vehicle Identification Number	
				1FM5K8GT6DC	
Year	Make	Model	Body	Delivery Date	In-Service Date
2013	FORD	EXPLORER	4WD 4DR SPORT	5/23/13	5/23/13
				Color	License Number
				INGOT SILV	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Installed E5RY 13466 B :BULB REPLACED RIGHT FRONT PARKING LIGHT BULB NO CHARGE TO INSTALL Sub Total: 6.97	1@6.97 6.97

#6 * 7000: BRAKES ADDED OPERATION C/R REPLACE REAR PADS AND ROTORS AS PER MULTIPOINT INSPECTION AND CUSTOMER VISUALIZATION \$398.00 TAX Caused by WORN BELOW 2MM AND ROTORS GROOVED Tech: kledian kotri (799) Installed EU2Z 2V200 A :KIT - BRAKE LINING Installed DG1Z 2C026 A :ROTOR ASY - BRAKE FOUND REAR PADS BEING 2MM LOW . REPLACED REAR PADS AND ROTORS Sub Total: 388.80	1@59.95 59.95 2@89.95 179.90
--	---------------------------------

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DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.	PARTS	275.52
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	38.67
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	474.39

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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266 W Service Road
Staten Island, NY 10314

SERVICE DEPARTMENT HOURS

7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 3:00 p.m. Saturday

Phone: (718) 983-8700

R/O Open Date	8/02/17	1701 Number	1
R/O Close Date	8/02/17	Status	Pre-Invoice
Mileage In	36620	Mileage Out	36621
Service Advisor / Tag #			
Jeffrey Pikarsk/2800*W*			
Vehicle Identification Number			
1FM5K8GT6DG			
Delivery Date	5/23/13	In-Service Date	5/23/13
Year	2013	Make	FORD
Model	EXPLORER	Body	4WD 4DR SPORT
Color	INGOT SILV	License Number	

NY MOTOR VEHICLE FACILITY #: R6430478

Work Phone			
Home Phone			
Address		STATEN ISLAND, NY	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Email: [REDACTED]	
#1 - WRKS: PERFORM THE WORKS PACKAGE SERVICELUBE, OIL, FILTER, ROTATE TIRES, PLUS MULTI-POINT INSPECTION CUSTOMER REQ WRKS Tech: Bryan Lee (264) Installed FL 500 S ;FILTER ASY - OIL 1@5.00 Installed XO 5W20 QSP :MOTORCRAFT SAE 5W-20 API GF 6@3.25 THE WORKS PACKAGE SERVICE PERFORMED Sub Total: 39.95	15.45 5.00 19.50
#2 - 99P: PERFORM MULTIPOINT INSPECTION AND FILL UP REPORTCARD NO WASH***** ***** ***** ***** ***** Tech: Bryan Lee (264) NEEDS TIRES AND ALIGNMENT Sub Total: .00	
#3 - 8000: MAINTENANCE CUSTOMER MADE APPT FOR WRKS ONLY WAIT Sub Total: .00 ***** * Don't Forget to download the DANA APP it's free right * * now in the APP STORE and ANDROID MARKET Hours * * Mon-Fri 7am-7pm Sat 730-6pm !!!!!!! *	

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

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

PAID
AUG 02 2017

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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 Phone: (718) 993-8700

R/O Open Date	R/O Number
10/26/17	
R/O Close Date	Status
10/27/17	Pre-Invoice
Mileage In	Mileage Out
38592	38599
Service Advisor / Tag #	

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 Monday - Friday
 8:00 a.m. - 3:00 p.m. Saturday
 Phone: (718) 993-8700

R/O Open Date	R/O Number
8/02/17	
R/O Close Date	Status
8/02/17	Pre-Invoice
Mileage In	Mileage Out
36620	36621
Service Advisor / Tag #	

Jeffrey Pikarsk / *

[REDACTED]			Work Phone	[REDACTED]	
STATEN ISLAND, NY			Home Phone	[REDACTED]	
Year	Make	Model	Body	Color	License Number
2013	FORD	EXPLORER	4WD 4DR SPORT	INGOT SILV	[REDACTED]

Vehicle Identification Number	
1FM5K8GT6DG	
Delivery Date	5/23/13
License Number	

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

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

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LABOR	15.45
PARTS	24.50
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	3.55
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	43.50

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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 Phone: (718) 983-8700

R/O Open Date	R/O Number
12/26/17	
R/O Close Date	Status
12/29/17	Pre-Invoice
Mileage In	Mileage Out
39639	39640
Service Advisor / Tag #	
Besa Gragjevci / [REDACTED]	
Vehicle Identification Number	
1FM5K8GT6D [REDACTED]	
Delivery Date	In Service Date
5/23/13	5/23/13
License Number	
[REDACTED]	

NY MOTOR VEHICLE FACILITY # [REDACTED]

[REDACTED]				Work Phone	[REDACTED]
STATEN ISLAND, NY [REDACTED]				Home Phone	[REDACTED]
Year	Make	Model	Body	Color	License Number
[REDACTED]	FORD	EXPLORER	4WD 4DR SPORT	INGOT SILV	[REDACTED]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#7 - WASH: DEALER WASHED VEHICLE AS PART OF SERVICE ON THIS VISIT Tech: william alvarez (142) Installed 5921286 : FORD PEP II 5 BUTTON Installed 5912345 : FORD-LINCOLN EMERGENCY PROGRAMMED ONE NEW FOB AND KEY	Internal Internal Internal
#8 - 99P: PERFORM MULTIPOINT INSPECTION AND FILL UP REPORTCARD Sub Total: .00	
#9 - 8000: MAINTENANCE Sub Total: .00	
#10 - 3000: STEERING AND SUSPENSION CUST STATES NOISE OVER BUMPS COMING FROM THE FRONT PLEASE CHECK AND ADVISE NO PROBLEM FOUND.	
#11 - 8000: MAINTENANCE NEEDS IT BY 12 TOMORROW Sub Total: .00	

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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286 W. Service Road
Staten Island, NY 10314

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7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 3:00 p.m. Saturday

Phone: (718) 983-8700

R/O Open Date	R/O Number
11/13/17	2
R/O Close Date	Status
11/15/17	Pre-Invoice
Mileage In	Mileage Out
38760	38761
Service Advisor / Tag #	
Besa Grajcevci /	
Vehicle Identification	
1FM5K8GT6D	
Delivery Date	W Service Date
5/23/13	5/23/13
Color	License Number
INGOT SILV	

NY MOTOR VEHICLE FACILITY #: R6430476

STATEN ISLAND, NY				Work Phone	Vehicle Identification	
				Home Phone	1FM5K8GT6D	
Year	Make	Model	Body	Color	License Number	
2013	FORD	EXPLORER	4WD 4DR SPORT	INGOT SILV		

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

DENNIS KNOWS THE VEH!

D

Sub Total: .00

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 * Mon-Fri 7am-7pm Sat 730-6pm !!!!!!! *

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



NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

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We're sorry, but your incoming fax may be incomplete. Please call the sender to verify your fax or to request a re-send.

Your fax may be incomplete because one or more of the following has occurred:

1. Fax transmission was interrupted.
2. "End fax" signal not received.
3. Unable to convert to desired file format.

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Monday - Friday
8:00 a.m. - 3:00 p.m. Saturday
Phone: (718) 983-8700

R/O Open Date	R/O Number
10/26/17	██████████/3
R/O Close Date	Status
10/27/17	Pre-Invoice
Mileage In	Mileage Out
38592	38599
Service Advisor / Tag #	
Besa Gracijevci / ██████████	
Vehicle Identification Number	
1FM5K8GT6D0 ██████████	
Delivery Date	In Service Date
5/23/13	5/23/13
Color	License Number
INGOT SILV	██████████

NY MOTOR VEHICLE FACILITY # R6430478

STATEN ISLAND, NY ██████████			Work Phone	Vehicle Identification Number	
██████████			Home Phone	1FM5K8GT6D0 ██████████	
Year	Make	Model	Body	Color	License Number
2013	FORD	EXPLORER	4WD 4DR SPORT	INGOT SILV	██████████

DESCRIPTION OF SERVICE AND PARTS AMOUNT

<p>#10 -1000: DRIVE ABILITY DARK FLUID LEAKING FROM UNDERNEATH FRONT OF VEHICL E. Tech: robert wilson (781) Installed 7T4Z 7F401 B :SEAL VERIFIED FLUID COLLECTING AROUND BELL HOUSING AREA USING UV LIGHT DURING INSPECTION. SEPERATED TRANSM ISSION FROM ENGINE PINPOINTED FLUID COMING FROM FR NT PUMP TO CONVERTER SEAL. REMOVED AND INSTALLED N W SEAL CLEANED AREA. REASSMBLED AND TOPPED OFF FLU ID CONCERN NO LONGER PRESENT.</p> <p>***** * Don't Forget to download the DANA APP it's free right * * now in the APP STORE and ANDROID MARKET Hours * * Mon-Fri 7am-7pm Sat 730-6pm !!!!!!! * *****</p>	<p>Qty: 1</p> <p>Warranty Warranty</p>
--	--

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

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LABOR	15.45
PARTS	52.46
DEDUCTIBLE	100.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	14.90
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	182.81

NO RETURN ON ELECTRICAL OR SAFFTY ITEMS OR SPECIAL ORDERS.



DANA FORD LINCOLN
266 W SERVICE RD
STATEN ISLAND, NY 10314
(718) 983 8700

Merchant ID: 0500008610
Term ID: 9580

Sale

Application Label: VISA CREDIT
VISA

XXXXXXXXXXXX2842

AID: A0000000031010

Entry Method: Chip

Apprvd: Online

06/01/17

Inv# : 06219771

Total: \$

18.62

Batch#: 000005

10:57:14

Appr Code: 06959B

18.62

Customer Copy

THANK YOU

DANA FORD LINCOLN
266 W SERVICE RD
STATEN ISLAND, NY 10314
(718) 983 8700

Merchant ID: 0500008610
Term ID: 9580

Sale

Application Label: VISA CREDIT
VISA

XXXXXXXXXXXX2842

AID: A0000000031010

Entry Method: Chip

Apprvd: Online

08/02/17

Inv# : 06225058

Total: \$

43.50

Batch#: 000009

10:15:23

Appr Code: 46391B

43.50

Customer Copy

THANK YOU

DANA FORD LINCOLN
266 W SERVICE RD
STATEN ISLAND, NY 10314
(718) 983 8700

Merchant ID: 0500008610
Term ID: 9580

Sale

Application Label: Debit MasterCard
MASTERCARD

XXXXXXXXXXXX9865

AID: A0000000041010

Entry Method: Chip

Apprvd: Online

10/28/17

Inv# : 06231827

Total: \$

182.81

Batch#: 000008

09:48:00

Appr Code: 028580

182.81

Customer Copy

THANK YOU

DANA FORD LINCOLN
266 W SERVICE RD
STATEN ISLAND, NY 10314
(718) 983 8700

Merchant ID: 0500008610
Term ID: 9580

Sale

Application Label: MASTERCARD
MASTERCARD

XXXXXXXXXXXX0137

AID: A0000000041010

Entry Method: Chip

Apprvd: Online

02/15/18

Inv# : 06240149

Total: \$

474.39

Batch#: 000004

17:26:44

Appr Code: 01517Z

474.39

Customer Copy

THANK YOU

DANA



DANA MOTORS LTD
 266 W. Service Road
 Staten Island, NY 10314
SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Friday
 8:00 a.m. - 3:00 p.m. Saturday
 Phone: (718) 983-8700

R/O Open Date	R/O Number
4/18/17	3
R/O Close Date	Status
4/26/17	Pre-Invoice
Mileage In	Mileage Out
34087	34091
Service Advisor / Log #	
Jeffrey Pikarsk/	
Vehicle Identification Number	
1FM5K8GT6T	
Delivery Date	In-Service Date
5/23/13	5/23/13
Color	License Number
INGOT SILV	

NY MOTOR VEHICLE FACILITY #: R6430478

STATEN ISLAND, NY				Work Phone	Vehicle Identification Number	
				Home Phone	1FM5K8GT6T	
Year	Make	Model	Body	Delivery Date	In-Service Date	
2013	FORD	EXPLORER	4WD 4DR SPORT	5/23/13	5/23/13	
				Color	License Number	
				INGOT SILV		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
DO NOT WASH *****	

Sub Total: .00	

#9 * RENTAL ESP: ESP RENTALDO NOT SUBMIT CLAIM WITHOUT RENTAL BILL*****	

ADDED OPERATION	

* Don't Forget to download the DANA APP it's free right *	
* now in the APP STORE and ANDROID MARKET Hours *	
* Mon-Fri 7am-7pm Sat 730-6pm !!!!!!! *	

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

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

LABOR	15.45
PARTS	24.50
DEDUCTIBLE	100.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	12.42
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	152.37

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X



DANA



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 266 W. Service Road
 Staten Island, NY 10314
SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Friday
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 Phone: (718) 983-8700

R/O Open Date	R/O Number			
4/18/17				
R/O Close Date	Status			
4/26/17	Pre-Invoice			
Mileage In	Mileage Out			
34087	34091			
Service Advisor / Tag #				
Jeffrey Pikarsk/				
Vehicle Identification Number				
1FM5K8GT6DC				
Delivery Date	In Service Date			
5/23/13	5/23/13			
Year	Make	Model	Body	Color
2013	FORD	EXPLORER	4WD 4DR SPORT	INGOT SILV

NY MOTOR VEHICLE FACILITY #: R6430478

STATEN ISLAND, NY		
Year	Make	Model
2013	FORD	EXPLORER

Work Phone	Home Phone
	347-262-1439

Vehicle Identification Number	Delivery Date	In Service Date
1FM5K8GT6DC	5/23/13	5/23/13
Body	Color	
4WD 4DR SPORT	INGOT SILV	

DESCRIPTION OF SERVICE AND PARTS

Work performed by Mario Hernandez (030)
 Work performed by Mario Hernandez (030)
 Installed AA5Z 19E616 C :MOTOR ASY Qty: 1
 VERIFIED CUSTOMER CONCERN . SELF TEST VEHICLE . FO
 UND CODE B1082 13 RIGHT TEMPERATURE DAMPER MOTOR C
 IRCUIT OPEN . PERFORMED PPT Q . Q1 YES . Q5 IN ORD
 ER TO GET IN TO HVAC MODULE CONNECTOR C228B HAD TO
 REMOVE FCIM AND ACM . Q5 C228B-13 AND C228B-12 TO
 C2092-5 AND C2092-6 0.2 OHMS . Q14 NO CORROSION OR
 PIN CONCERN . INSTALL A NEW RH TEMPERATURE BLEND
 DOOR ACTUATOR . INSTALLED A NEW RH TEMPERATURE BLEN
 D DOOR ACTUATOR . REINSTALLED EVERYTHING AND CLEAR
 ED THE CODE . CHECK OPERATION OF HVAC SYSTEM . SYS
 TEM IS OPERATING CORRECTLY AFTER REPAIR

AMOUNT
Warranty
Warranty
Warranty

#6 - 1000: DRIVE ABILITY
 CUST STATES WHEN PUT CAR IN DRIVE OR REVERSE HEARS
 CLICKING NOISE
 COULD NOT VERIFY CUSTOMER CONCERN . NOT HAPPENING
 AT THIS TIME

#7 - DIAG: CUSTOMER IS RESPONSIBLE FOR A MINNIMUM \$159.95DIAG
 NOSTIC FEE IF VEHICLE IS OUT OF WARRANTY ORANY
 CONCERN NOT COVERED BY WARRANTY CAUSED BYACCIDENT,
 NEGLIGENCE OR OUTSIDE SOURCE. X
 Sub Total: .00

#8 - 99P: PERFORM MULTIPOINT INSPECTION AND FILL UP
 REPORTCARD

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

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

DANA



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 266 W. Service Road
 Staten Island, NY 10314
SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Friday
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 Phone: (718) 983-8700

R/O Open Date	R/O Number
4/18/17	1
R/O Close Date	Status
4/26/17	Pre-Invoice
Mileage In	Mileage Out
34087	34091
Service Advisor / Tag #	
Jeffrey Pikarski /	
Vehicle Identification Number	
1FM5K8GT6DG	
Delivery Date	Actual Date
5/23/13	5/23/13
Color	License Number
INGOT SILV	

NY MOTOR VEHICLE FACILITY #: R6430478

STATEN ISLAND, NY				Work Phone	Vehicle Identification Number	
				Home Phone	1FM5K8GT6DG	
Year	Make	Model	Body	Color	License Number	
2013	FORD	EXPLORER	4WD 4DR SPORT	INGOT SILV		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<p>Email: [REDACTED]</p> <p>#1 - 8200: EXTERIOR TRIM CUSTOMER COMING IN FOR BACK REAR RIGHT BLACK PLATS IC PANEL BEHIND GLASS Work performed by kledian kotri (799) Installed BB5Z 78290A60 AA :MOULDING Unrealized W714004 S900 :RIVET - BLIND REPLACED REAR MOULDING</p>	<p>Internal Internal Internal</p>
<p>#2 - 8200: EXTERIOR TRIM CUST STATES LEFT REAR QUATER PANEL SCRATCHED NEEDS TO BE BUFFED OU</p>	
<p>#3 - WRKS: PERFORM THE WORKS PACKAGE SERVICELUBE, OIL, FILTER, ROTATE TIRES, PLUS MULTI-POINTINSPECTION CUST STATES WORKS Work performed by Mario Hernandez (030) Installed FL 500 S :FILTER ASY - OIL 1@5.00 Installed XO 5W20 QSP :MOTORCRAFT SAE 5W-20 API GF 6@3.25 PERFORMED WORKS Sub Total: 39.95</p>	<p>15.45 5.00 19.50</p>
<p>#4 - ESP: VEHICLE HAS FORD ESP - CHECK OASIS CAR HAS ESP</p>	
<p>#5 - 4000: HEATING AND AIR CONDITIONING CUST STATES WITH AC ON DRIVERS SIDE COLD PASSENGER SIDE HOT</p>	

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

PAID
 APR 26 2017

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

Case Print Report

Case Number [REDACTED]

Case Opened Date 2/26/2018 4:46 PM

Case Closed Date

Case Status Active

Case Last Modified 2/26/2018 4:56 PM

Responsible Team Tier 1 Inbound

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

Customer Name [REDACTED]

Customer Number [REDACTED]

STATEN ISLAND NY 10314

Email [REDACTED]

Dealer Dana Ford Lincoln

VIN 1FM5K8GT6DG [REDACTED]

Year 2013 Make FORD

Model EXPLORER Body Style K8G - SPORT 4WD 4-DR

Symptom

Level 1 Start/Run/Move

Level 2 Odor

Level 3 Chemical

Level 4 Intermittent

Case Print Report

Case Number [REDACTED]

Agent Name	Note Created On
Paulo Escota	2/26/2018 4:56 PM

name: [REDACTED]
vin:1FM5K8GT6D [REDACTED]
mileage:40762

cust says;

chemical odor on his vehicle when driving, his son and mother gets sick with the smell, he went to the dealership dana ford and had this diagnosed december 26 and according to the dealership nothing is wrong with the vehicle, cust is angry because they keep on smelling the chemical smell specially when the car is being driven, he cannot take the car anymore with his family and is forced to use his other car instead when going to family trips
as per cust / DLR says;
nothing is wrong with the vehicle

crc advised;

We recommend that your vehicle be inspected by a Ford/Lincoln dealership to determine the cause of any symptoms your vehicle may be experiencing. Your local Ford/Lincoln dealership has factory-trained technicians, the most current engineering service information, and the specialized equipment required to resolve your vehicle concerns. If there is no coverage under applicable warranties, recalls, or ESPs, repairs and services would be your responsibility. Your next step is to make an appointment with your servicing dealership to have your vehicle diagnosed.

cust agreed to see dealer and have it diagnosed.

Case Print Report

Case Number [REDACTED]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Paulo Escota	2/26/2018 4:46 PM	phonecall	CALL From - [REDACTED]



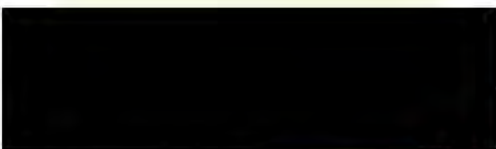
NY

LEMBERG LAW

March 2, 2018

VIA FIRST CLASS MAIL

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



Make and Model:	2015 Ford Explorer
VIN #	1FM5K8GT7F [REDACTED]
Record Owner	[REDACTED]
State of Purchase or Lease	New York

MAR 12 2018

Dear Sir or Madam:

Lemberg Law, LLC, is writing on behalf of the above client with regard to the above vehicle purchased in New York State. We will file a lawsuit in this case unless it is settled **within 30 days of the date of this letter**. We will seek relief on our client's behalf under the Magnuson Moss Act, breach of warranty statutes and other laws protecting New York consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been presented for repair due to a exhaust fumes presence in the vehicle interior that cause occupants to become sick, but same defect continues to persist.

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

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

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

UCC Lit
Consumer Claims

Sincerely,

/s/ Vlad Hirnyk

Vlad Hirnyk, Esq.
(203) 653-2250 Ext. 5503
vhirnyk@lemborglaw.com

LEMBERG LAW

FAX 1 OF 6

Sergei Lemberg, Esq. (Admitted in NY, MA, CT, PA, GA) - Principal
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Curtis R. Hussey, Esq. (Admitted in AL, MS, UT)
Sarah Stasch, Esq. (Admitted in WA)
Tamra Givens, Esq. (Admitted in FL)

May 11, 2018

VIA FACSIMILE - 866-782-3280

ATTN: Steve Bardell
Ford Motor Company
Legal Claims Department
One American Road
Dearborn, Michigan 48126

RE: [Redacted] Ford Motor Company

Dear Steve,

Please find enclosed a copy of our client's repair history with regard to the above referenced matter. I am working on getting the sales documents to you.

Please contact us should you have any questions.

Sincerely,

Samantha Fogel

Samantha Fogel
Paralegal
Phone: 203-653-2250 x 5526
Email: sfogel@lembertglaw.com
Fax: 203-653-3424

Encl.



2250 SOUTH ROAD
 POUGHKEEPSIE, N.Y. 12601
 (845) 462-1000
 N.Y.S. M.V.R/S REG. NO.

CUSTOMER NO.	ADVISOR MARTIN GROOMES	TAX NO. 8412	INVOICE DATE 09/08/17
HOPEWELL JCT, N	LABOR RATE	MILEAGE 91,849	COPIES F1841
	YEAR/MAKE/MODEL 15/FORD TRUCK/EXPLORER/4DR SPORT 4WD	DELIVERY DATE	DELIVERY MILE
	VEHICLE ID 1FM5K8GT7F	SELLING DEALER NO.	PRODUCTION DATE
	FIN. NO.	R.O. DATE 09/08/17	

LABOR & PARTS
 # 1 07E0Z TRANSMISSION MUDG TECH(S) 6722
 C.S. LIGHT ON DASH STATING "CAR NOT IN PARK". SCOTT DID DIAG
 COULD BE SENSOR/SWITCH IN SHIFTER BOX BAD W/ILL CHECK FURTHER
 DIAG. COMPLAINT CONFIRMED FOUND SHIFTER TO PARK NOT
 ILLUMINATING IN CLUSTER LIGHT COMES ON AND SAYS NOT IN PARK
 R AND R FACILITY SHIFTER ASSEMBLY TESTED AND ALL OK

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	CT4Z 7210 FB	LEVER - GEAR'S	164.99
JOB # 1 TOTAL PARTS				164.99
JOB # 1 TOTAL LABOR & PARTS				539.99

2 55F0ZZ001 OCM/ATW REPORT CARD TECH(S) 6722
 Perform a thorough inspection of your vehicle and provide a
 detailed Vehicle Report Card. Check fluid levels. Inspect
 Wiper Blades. Test Battery. Inspect Tires and Brake Wear.
 Inspect safety systems and components for leaks and damage.
 Perform multi-point vehicle inspection and record results on
 Vehicle Report Card.

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

3 55E0ZZ001 BATTERY GREEN TECH(S) 6722
 PERFORM ATW REPORT CARD BATTERY CHECK
 CHECKED BATTERY WITH SERVICE CHECKED OUT OK AT THIS TIME

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

4 55D0ZZ001 BRAKES GREEN TECH(S) 6722
 PERFORM ATW REPORT CARD BRAKE CHECK
 CHECKED BRAKES WITH SERVICE ALE CHECK OK ATT

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

5 55F0ZZ001 TIRES YELLOW TECH(S) 6722
 PERFORM OCM WALK AROUND REPORT CARD
 TIRES ARE 6/32
 ADVISED CUSTOMER TIRES WILL REQUIRE ATTENTION SOON

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

(All items shown are the property of the Company. © 2017 Ford Credit. All rights reserved.)

LEMBERG LAW

FAX 2 OF 6

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May 11, 2018

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Ford Motor Company
Legal Claims Department
One American Road
Dearborn, Michigan 48126

RE:  Ford Motor Company

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Samantha Fogel

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Paralegal
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Encl.



2250 SOUTH ROAD
 POUGHKEEPSIE, N.Y. 12601
 (845) 462-1000
 N.Y.S. M.V.R/S REG. NO.

CELL: [REDACTED]

TECHNOLOGICAL	[REDACTED]	NAME	MATT	2383	TAG NO.	6452	INVOICE DATE	12/14/16	
[REDACTED]	[REDACTED]	LABOR RATE	[REDACTED]	63,220	7	COLOR	[REDACTED]	[REDACTED]	
HOPEWELL, N.Y.	[REDACTED]	YEAR / MAKE / MODEL	15/FORD TRUCK/EXPLORER/4DR SPORT 4WD			DELIVERY DATE	[REDACTED]	SECURITY INDEX	4
[REDACTED]	[REDACTED]	VIN	1FMSK8GT7FG [REDACTED]			SELLING DEALER NO.	[REDACTED]	PRODUCTION DATE	[REDACTED]
[REDACTED]	[REDACTED]	FILE NO.	[REDACTED]	P.O. NO.	[REDACTED]	DATE	12/14/16	[REDACTED]	
[REDACTED]	[REDACTED]	BUSINESS PHONE	[REDACTED]	COMMENTS	[REDACTED]	[REDACTED]	[REDACTED]	MO: [REDACTED]	

LABOR & PARTS
 # 1 29FDZZ WORKS THE WORKS TECH(S) 2977 29.66
 The Works Vehicle Checkup: Up to 5 quarts of Motorcraft Synthetic Blend Oil, Motorcraft Oil Filter, Multi-point inspection, Tire rotation and pressure check, Brake inspection, Battery test, Filter check, Taxes, diesel vehicles and disposal fees extra, hybrid battery test excluded.
 COMPLETED "THE WORKS" MAINTENANCE PACKAGE.
 OIL CHANGE/TIRE ROTATION INCLUDED. ENGINE HOLDS 6 QUARTS.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	PK50030	MOTORCRAFT OIL CHAN	4.69	4.69
JOB # 1	1	FL-500-3B12	FILTER ASY - O	15.84	15.84
JOB # 1	6	XO-5W30-BSP	MOTORCRAFT SAE	2.54	15.24
				JOB # 1 TOTAL PARTS	20.57
				JOB # 1 TOTAL LABOR & PARTS	42.59

2 35F02Z89P1 ATM/ATW REPORT CARD TECH(S) 2977 0.00
 PERFORM ATM REPORT CARD WALK AROUND
 COMPLETED WALK AROUND ADVISED CUSTOMER OF ANY IMMEDIATE CONCERNS

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

3 123FDZ AIR DUCT NISS TECH(S) 2977 0.00
 AIR DUCT LOOSE
 RESECURE PLASTIC AIRDUCT REPLACE BROKEN/MISSING RETAINER CLIPS.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	3	W715006-5439	CLIP RETAIN	5.30	15.90
				JOB # 3 TOTAL PARTS	15.90
				JOB # 3 TOTAL LABOR & PARTS	15.90

4 15550Z6BATT BATTERY GREEN TECH(S) 2977 0.00
 PERFORM ATM REPORT CARD BATTERY CHECK
 CHECKED BATTERY WITH SERVICE CHECKED OUT OK. AT THIS TIME

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

5 15550Z6BK BRAKES GREEN TECH(S) 2977 0.00
 PERFORM ATM REPORT CARD BRAKE CHECK
 CHECKED BRAKES WITH SERVICE ALL CHECK OK ATT

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

2570005 Ave. North St. Columbus, Pa 17011-0001 (717) 261-1000

LEMBERG LAW


FAX 3 OF 6

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Encl.



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 POUGHKEEPSIE, N.Y. 12601
 (845) 462-1900
 N.Y.S. M.V.R/S REG. NO.

CELL [REDACTED]

ADVISOR MATT	TAXES 2383	INVOICE DATE 02/15/17
ADDRESS [REDACTED] HOPEWELL JCT, NY	PHONE [REDACTED]	SALES PRICE 70,209
VEHICLE MAKE 15/FORD	VEHICLE MODEL TRUCK/EXPLORER/4DR SPORT 4WD	DELIVERY DATE [REDACTED]
VEHICLE ID NO 1FM5K8GT7FG	SELLING DEALER NO [REDACTED]	DELIVERY MILEG 4
REG. NO [REDACTED]	P.O. NO [REDACTED]	REGISTRATION DATE 02/15/17
PHONE [REDACTED]	COMMENTS [REDACTED]	MO: [REDACTED]

LABOR & PARTS

1 20F0Z7 WORKS TIRE WORKS TECH(S) 1370 28.05

The works Vehicle Checkup: Up to 5 quarts of Motorcraft Synthetic Blend Oil, Motorcraft Oil Filter, Multi-point Inspection, Tire rotation and pressure check, Brake Inspection, Battery test, Filter check, Taxes, diesel vehicles and disposal fees extra, Hybrid battery test excluded.
 The works Vehicle Checkup: Up to 5 quarts of Motorcraft Synthetic Blend Oil, Motorcraft Oil Filter, Multi-point Inspection, Tire Rotation.
 ENGINE HOLDS 6 QUARTS

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	PK50030	MOTORCRAFT OIL CHAN	4.69
JOB # 1	1	FL-500-5B12	FILTER ASY D	2.64
JOB # 1	6	XO-5W30-BSP	MOTORCRAFT SAE	15.84
JOB # 1 TOTAL PARTS				20.63
JOB # 1 TOTAL LABOR & PARTS				42.59

2 55F0Z299P OCM/ATW REPORT CARD TECH(S) 1370 0.00

Perform a thorough inspection of your vehicle and provide a detailed Vehicle Report Card. Check Fluid Levels, Inspect Wiper Blades, Test Battery, Inspect Tires and Brake Wear, Inspect safety systems and components for leaks and damage, Perform multi-point vehicle inspection and record results on Vehicle Report Card.

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

3 56SFDZGBATT BATTERY GREEN TECH(S) 1370 0.00

PERFORM ATW REPORT CARD BATTERY CHECK
 CHECKED BATTERY WITH SERVICE CHECKED OUT OK AT THIS TIME

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

4 53R0Z2GRK BRAKES GREEN TECH(S) 1370 0.00

PERFORM ATW REPORT CARD BRAKE CHECK
 CHECKED BRAKES WITH SERVICE ALL CHECK OK AT

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

5 55R0Z2YDRF TIRES YELLOW TECH(S) 1370 0.00

PERFORM OCM WALK AROUND REPORT CARD

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LEMBERG LAW

FAX 4 OF 6

Sergei Lemberg, Esq. (Admitted in NY, MA, CT, PA, GA) – Principal
 Jody B. Burton, Esq. (Admitted in CT, NY, PA, DC)
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 Sarah Stasch, Esq. (Admitted in WA)
 Tamra Givens, Esq. (Admitted in FL)

May 11, 2018

VIA FACSIMILE – 866-782-3280

ATTN: Steve Bardell
 Ford Motor Company
 Legal Claims Department
 One American Road
 Dearborn, Michigan 48126

RE: [REDACTED] Ford Motor Company

Dear Steve,

Please find enclosed a copy of our client's repair history with regard to the above referenced matter. I am working on getting the sales documents to you.

Please contact us should you have any questions.

Sincerely,

Samantha Fogel

Samantha Fogel
 Paralegal
 Phone: 203-653-2250 x 5526
 Email: sfogel@lembertglaw.com
 Fax: 203-653-3424

Encl.



2250 SOUTH ROAD
 POUCHKEEPSIE, N.Y. 12601
 (845) 482-1000
 N.Y.S. M.V.R/S REG. NO.

CELL

CUSTOMER NO.	[REDACTED]	NAME	MARTIN GROOMES	FAI NO.	8412	WORK DATE	10/25/17
[REDACTED]	[REDACTED]	LABOR RATE	[REDACTED]	RELEASE	97,598	CODE	F1841
HOPLWELL JCT, NY	[REDACTED]	YEAR / MAKE / MODEL	15/FORD TRUCK/EXPLORER/4DR SPORT 4WD		DELIVERY DATE	DELIVERY MILES 4	
[REDACTED]	[REDACTED]	VEHICLE ID	1FM5K8GT7FG [REDACTED]		SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	[REDACTED]	PT. NO.	[REDACTED]	PR. NO.	[REDACTED]	10/25/17	[REDACTED]
[REDACTED]	[REDACTED]	BUSINESS PHONE	COMMENTS		[REDACTED]	[REDACTED]	

LABOR & PARTS

JOB # 1 205022 WORKS TLE WORKS TECH(S) 9870 21.95

The Works Vehicle Checkup: Up to 5 quarts of Motorcraft Synthetic Blend Oil, Motorcraft Oil Filter, Multi-point inspection, Tire rotation and pressure check, Brake inspection, Battery test, filler check; Taxes, diesel vehicles and disposal fees extra. Hybrid battery test excluded.
 The Works Vehicle Checkup: Up to 5 quarts of Motorcraft Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection, Tire Rotation

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	PK50030	MOTORCRAFT OIL CHAN	****	****
JOB # 1	1	FL-500-5B18	FILTER ASY - O	4.69	4.69
JOB # 1	6	XO-5430-8SP	MOTORCRAFT SAE	2.66	15.96
				JOB # 1 TOTAL PARTS	20.65
				JOB # 1 TOTAL LABOR & PARTS	42.61

JOB # 2 55022901 OCM/ATH REPORT CARD TECH(S) 9870 INTERNAL

Perform a thorough inspection of your vehicle and provide a detailed Vehicle Report Card. Check Fluid Levels, Inspect Wiper Blades, Test Battery, Inspect Tires and Brake Wear, Inspect safety systems and components for leaks and damage. Perform multi-point vehicle inspection and record results on Vehicle Report Card.

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

JOB # 3 55022901 BATTERY CHECK TECH(S) 9870 INTERNAL

PERFORM ATH REPORT CARD BATTERY CHECK
 TESTED BATTERY WITH FORD APPROVED TESTER WILL REQUIRE REPLACEMENT IN THE FUTURE

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

JOB # 4 55022901 BRAKES CHECK TECH(S) 9870 INTERNAL

PERFORM ATH REPORT CARD BRAKE CHECK
 CHECKED BRAKES WITH SERVICE ALL CHECK OK ATT

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

JOB # 5 55022901 TIRES YELLOW TECH(S) 9870 INTERNAL

PERFORM OCM WALK AROUND REPORT CARD
 ADVISED CUSTOMER TIRES WILL REQUIRE ATTENTION SOON

PRINTED AT THE REQUEST OF THE CUSTOMER

LEMBERG LAW

FAX 5 OF 6

Sergei Lemberg, Esq. (Admitted in NY, MA, CT, PA, GA) - Principal
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Tamra Givens, Esq. (Admitted in FL)

May 11, 2018

VIA FACSIMILE - 866-782-3280

ATTN: Steve Bardell
Ford Motor Company
Legal Claims Department
One American Road
Dearborn, Michigan 48126

RE: [REDACTED] Ford Motor Company

Dear Steve,

Please find enclosed a copy of our client's repair history with regard to the above referenced matter. I am working on getting the sales documents to you.

Please contact us should you have any questions.

Sincerely,

Samantha Fogel

Samantha Fogel
Paralegal
Phone: 203-653-2250 x 5526
Email: sfogel@lembertglaw.com
Fax: 203-653-3424

Encl.



2250 SOUTH ROAD
 POUGHKEEPSIE, N.Y. 12601
 (845) 462-1900
 N.Y.S. M.V.R/S REG. NO.

CELL [REDACTED]

CUSTOMER NO. [REDACTED]	ADVISOR TOM	7834	TAX NO. [REDACTED]	INVOICE DATE 03/04/16	[REDACTED]
[REDACTED]	LABOR RATE [REDACTED]	[REDACTED]	MILEAGE 27,804	COLOR [REDACTED]	STOCK NO. F1841
HOPEWELL JCT, NY	YEAR / MAKE / MODEL 15 / FORD TRUCK/EXPLORER/4DR SPORT 4WD	[REDACTED]	[REDACTED]	DELIVERY DATE [REDACTED]	DELIVERY MILES 4
[REDACTED]	VEHICLE I.D. NO. 1 F M 5 K 8 G T 7 F G	[REDACTED]	[REDACTED]	SELLING DEALER NO. [REDACTED]	PRODUCTION DATE [REDACTED]
[REDACTED]	R.T.E. NO. [REDACTED]	P.O. NO. [REDACTED]	[REDACTED]	R.O. DATE 02/05/16	[REDACTED]
BUSINESS PHONE [REDACTED]	COMMENTS [REDACTED]				MO: [REDACTED]

JOB # 5 TOTAL LABOR & PARTS		0.00
CH 6755F0ZZ0BK	BRAKES GREEN	TECH(S): 8888 INTERNAL
PERFORM ATW REPORT CARD BRAKE CHECK ALL BRAKES AT 6MM CHECKED BRAKES WITH SERVICE ALL CHECK OK ATT		
PARTS	QTY	FP NUMBER
JOB # 6 TOTAL PARTS		0.00
JOB # 6 TOTAL LABOR & PARTS		0.00
CH 7165F0ZZ0BK	TIRES GREEN	TECH(S): 8838 INTERNAL
PERFORMED OCM REPORT CARD INSPECTION ALL TIRES AT 8/32 ADVISED CUSTOMER TIRE IN GOOD CONDITION		
PARTS	QTY	FP NUMBER
JOB # 7 TOTAL PARTS		0.00
JOB # 7 TOTAL LABOR & PARTS		0.00
COMMENTS WAIT		
TOTALS		
THANK YOU FOR YOUR PATRONAGE		
TOTAL LABOR		4.48
TOTAL PARTS		17.52
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 \$		22.00

CASH [] CHECK [] HOUSE CHARGE []
 M/C [] VISA [] AMEX []

IN OUR COMMITMENT FOR CUSTOMER SATISFACTION - IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR VISIT AT FRIENDLY FORD PLEASE CONTACT US AT OUR SERVICE DEPT - 845-462-1900 X133

CUSTOMER SIGNATURE _____

PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 12:31pm

The Reynolds and Reynolds Company, FRANKLIN, NC 27113-2400 (1012)

LEMBERG LAW

FAX 6 OF 6

Sergei Lemberg, Esq. (Admitted in NY, MA, CT, PA, GA) - Principal
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May 11, 2018

VIA FACSIMILE - 866-782-3280

ATTN: Steve Bardell
 Ford Motor Company
 Legal Claims Department
 One American Road
 Dearborn, Michigan 48126

RE: [REDACTED] Ford Motor Company

Dear Steve,

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Please contact us should you have any questions.

Sincerely,

Samantha Fogel

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 Paralegal
 Phone: 203-653-2250 x 5526
 Email: sfogel@lembertglaw.com
 Fax: 203-653-3424

Encl.



2250 SOUTH ROAD
 POUCHKEEPSIE, N.Y. 12801
 (845) 482-1900
 N.Y.S. M.V.R/S REG. NO.

CELL: [REDACTED]

CUSTOMER NO.	DENNIS	1553	INVOICE DATE	05/25/16
YEAR / MAKE / MODEL	15 / FORD TRUCK / EXPLORER / 4DR SPORT 4WD	40,146	STOCK NO.	F1841
VEHICLE ID NO.	J F M S K 8 G T 7 F G		DELIVERY MILES	4
SALES PHONE			SELLING DEALER NO.	
			PRODUCTION DATE	
			INVOICE DATE	05/25/16
			MO:	[REDACTED]

JOB # 1 2310Z MISC TECH(S) 6722 0.00
 CUSTOMER STATES TEXT MESSAGES DO NOT APPEAR ON SCREEN LIKE THEY USED TO WHEN USING SYNC/BLUETOOTH. PLEASE CHECK AND ADVISE
 TECHNICIAN PAIRED HIS PERSONAL PHONE AND TESTED OPERATION. VERIFIED TEXT MESSAGES SHOW ON DISPLAY AND WORK PROPERLY. PERFORMED MASTER RESET TO SYNC SYSTEM. RECOMMEND CUSTOMER RE-PAIR PHONE AND RETEST FOR PROPER OPERATION

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

JOB # 2 2702Z JMA JMA COUPON OIL CHANGE TECH(S) 10722 2.00
 SERVICE PLAN
 COMPLETED OIL CHANGE
 AUTH# 78531804

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
JOB # 2	1	PK50030	MOTORCRAFT OIL CLEAN	****	
JOB # 2	1	FL 500 SB12	FILTER ASY	4.69	4.69
JOB # 2	6	XO-5W30-8SP	MOTORCRAFT SAE	2.55	15.30
					JOB # 2 TOTAL PARTS 19.99
					JOB # 2 TOTAL LABOR & PARTS 22.00

JOB # 3 01020Z ROTATE TIRES TECH(S) 16122 10.00
 PERFORM TIRE ROTATION AND SET TIRE PRESSURES
 +CUSTOMER HAS COUPON FOR 50% OFF ROTATION FROM JMA+
 MAINTENANCE
 COMPLETED TIRE ROTATION AND SET TIRE PRESSURES

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
					JOB # 3 TOTAL PARTS 0.00
					JOB # 3 TOTAL LABOR & PARTS 10.00

JOB # 4 0502Z BATT BATT/ATW REPORT CARD TECH(S) 6722 0.00
 PERFORM ATW REPORT CARD WALK AROUND
 COMPLETED WALK AROUND ADVISED CUSTOMER OF ANY IMMEDIATE CONCERNS

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

JOB # 5 0502Z BATT BATTERY CHECK TECH(S) 6722 0.00
 PERFORM ATW REPORT CARD BATTERY CHECK
 CHECKED BATTERY WITH SERVICE CHECKED OUT OK AT THIS TIME



NY

LEMBERG LAW

March 2, 2018

VIA FIRST CLASS MAIL

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



RECEIVED
MAR 12 2018

Make and Model:	2013 Ford Explorer
VIN #	1FM5K8B89DC [REDACTED]
Record Owner	[REDACTED]
State of Purchase or Lease	New York

Dear Sir or Madam:

Lemberg Law, LLC, is writing on behalf of the above client with regard to the above vehicle purchased in New York State. We will file a lawsuit in this case unless it is settled **within 30 days of the date of this letter**. We will seek relief on our client's behalf under the Magnuson Moss Act, breach of warranty statutes and other laws protecting New York consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been presented for repair(s) due to exhaust fumes presence in the vehicle interior that cause occupants to become sick, but same defect continues to persist.

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

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

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

OGC Lit
Consumer Claims

Sincerely,

/s/ Vlad Hirnyk

Vlad Hirnyk, Esq.
(203) 653-2250 Ext. 5503
vhirnyk@leberglaw.com



March 2, 2018

VIA FIRST CLASS MAIL

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

0164697

RECEIVED
MAR 1 2 2018

Make and Model:	2013 Ford Explorer
VIN #	1FM5K8D88DG [REDACTED]
Record Owner	[REDACTED]
State of Purchase or Lease	New York

Dear Sir or Madam:

Lemberg Law, LLC, is writing on behalf of the above client with regard to the above vehicle purchased in New York State. We will file a lawsuit in this case unless it is settled **within 30 days of the date of this letter**. We will seek relief on our client's behalf under the New York Lemon Law, the Magnuson Moss Act, breach of warranty statutes and other laws protecting New York consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been presented for repair on at least three (3) separate occasions due to a exhaust fumes presence in the vehicle interior, but same defect continues to persist.

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

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

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

OGC Lit
Consumer Claims

Sincerely,

/s/ Vlad Hirnyk

Vlad Hirnyk, Esq.
(203) 653-2250 Ext. 5503
vhirnyk@lembertlaw.com

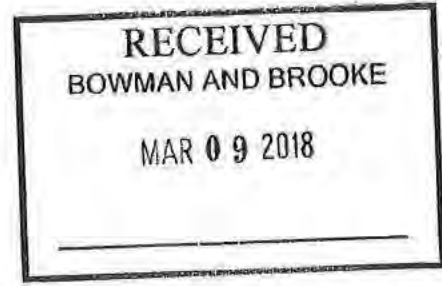




Presley & Presley LLC

TRIAL ATTORNEYS

4801 Main St ~ SUITE 375 ~ KANSAS CITY, MO 64112-2929
PHONE: (816)931-4611 ~ FAX: (816) 931-4646
www.presleyandpresley.com



March 6, 2018

Certified Mail-Return Receipt Requested

7014 2120 0001 5102 3919
Ford Motor Company
Ford Motor Credit
C/O: Iman Soliman
Bowman and Brooke LLP
2901 N. Central Ave, Suite 1600
Phoenix, Arizona 85012

Certified Mail-Return Receipt Requested

[REDACTED]
Automax
Service Department
3301 E. Central Texas Expressway
Killeen, Texas, 76543

Dear Iman and Automax:

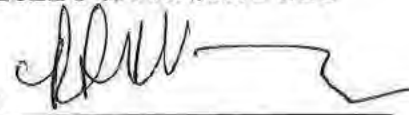
Thank you for agreeing to provide this notice to Ford and hopefully Ford Motor Credit as well. I represent [REDACTED] who leased a 2015 Ford Explorer XLT from Auto Max Ford in Killeen, TX. The lease is through Ford Motor Credit, account number [REDACTED]. Deidre sustained personal injuries as a result of a continuing operational exposure to carbon monoxide.

I enclose service records from the dealer for an attempted repair with the VIN. Unfortunately, after this repair [REDACTED] continued to experience problems while operating the vehicle. Her husband [REDACTED] accompanied her on a trip to see if he felt bad as well. He did. As a result, they obtained a carbon monoxide detector and monitored the interior while underway. That device indicated a reading of 250 ppm of carbon monoxide and as such they have no longer felt safe operating the vehicle and it remains parked in their driveway.

Initially, we would like to terminate the lease payments without further obligation to the Salisburys given the defective and unreasonably dangerous condition of the vehicle. If Ford would like the opportunity to inspect the vehicle please contact me.

Very truly yours,

PRESLEY & PRESLEY LLC

By: 
Kirk R. Presley

KRP:dp
Enclosures
cc: [REDACTED]

AUTOMAX

HYUNDAI • MITSUBISHI • VOLKSWAGEN

3301 E. CENTRAL TEXAS EXPWY
 KILLEEN, TEXAS 76543
 (254) 699-AMAX

CUSTOMER NO.	ADVISOR JACK R.	999648	TAG NO.	INVOICE DATE 08/29/17
	LABOR RATE	LICENSE NO.	MILEAGE 23,000	COLOR OXFORD WHT/
	YEAR / MAKE / MODEL 15/FORD TRUCK/EXPLORER/4DR FWD XLT			STOCK NO. GC49139
KILLEEN, TX	VEHICLE I.D. NO. 1 F M 5 K 7 D 8 7 F G			DELIVERY DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 08/23/17	DELIVERY MILES 8
	COMMENTS			PRODUCTION DATE

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 4	1	EB5Z-7823943-BA	PANEL		
JOB # 4	1	5F9Z-7411B24-AA	PLUG		
PART ON SPECIAL ORDER					
** QUANTITY 1 IS SPECIAL ORDERED **					
				JOB # 4 TOTAL PARTS	0.00
				JOB # 4 TOTAL LABOR & PARTS	0.00

J# 5 21F0Z01 A/C CONCERN TECH(S):999668 0.00
 CUSTOMER STATES MUSTY SMELL FROM A/C VENTS
 ?
 COULD NOT VERIFY CONCERN AT THIS TIME.

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

J# 6 75F0Z08 SERVICE WASH TECH(S):999668 INTERNAL
 CUSTOMER REQUEST SERVICE WASH, AUTOMAX DRIVES YOUR VEHICLE THROUGH THE CAR BARN CARWASH, AUTOMAX ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE THAT MAY BE CAUSED WHILE DRIVING YOUR VEHICLE THROUGH THE CARWASH BARN. CUSTOMER MUST INITIAL THIS LINE STATING THEY ARE AWARE AND APPROVE THE CONDITIONS OF SERVICE WASH.
 IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED, PLEASE ASK TO SPEAK WITH TIM SCOTT. OUR GOAL IS FOR ALL OF OUR GUEST TO HAVE A GREAT SERVICE EXPERIENCE AND TO BE COMPLETELY SATISFIED. AS A VALUED CUSTOMER, AUTOMAX OFFERS YOU A COMPLEMENTARY EXTERIOR CAR WASH. AGAIN WE APPRECIATE YOUR BUSINESS AND LOOK FORWARD TO SERVING YOU IN THE FUTURE. THANK YOU.

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

J# 7 77F0Z LOANER TECH(S):99 INTERNAL
 LOANER
 NON WARRANTABLE

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

SUBLET - PO# - VEND INV# - INV. DATE - DESCRIPTION - TOTAL - SUBLET 0.00

MISC	CODE	DESCRIPTION	CONTROL NO
JOB # A	EVF	FORD ENVIRONMENTAL FEE	1.00
JOB # A	SSF	SHOP SUPPLIES FORD	2.90
JOB # 1	FSC	SERVICE CONTRACT-FORD STORE	529950 -34.00

NOTICE PURSUANT TO PROPERTY CODE... I AM THE PERSON OR AN AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS AND COMMERCE CODE, §9.609 IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OF THE ACCOUNT UPON WHICH IT IS DRAWN OF THE CREDIT CARD ACCOUNT HAS BEEN CLOSED

X
 Signature of the Person Responsible or Agent for Person Responsible for Payment

TERMS: STRICTLY CASH Unless Arrangements Made I hereby authorize the repair work to be done along with the necessary materials, and hereby grant you and/or your employees permission to operate the car or truck 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 car or truck to secure the amount of repairs thereto. I understand that a charge on my account is payable in full upon receipt of the statement on which it was billed. I further understand a FINANCE CHARGE may be computed on the entire past due balance when a portion of that past due balance remains unpaid 30 days after the closing date of the statement on which it was billed. I further understand the monthly FINANCE CHARGE shall not exceed 1.5 per cent per month or 18 per cent annual percentage rate, and I agree to the terms and conditions of the charge.

DISCLAIMER OF WARRANTIES
 Any warranties on the products sold hereby are those made by the manufacturer. The Seller, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and AUTO MAX, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

SIGNED _____
 RECEIVED BY _____

The Reynolds and Reynolds Company EPA/NTSI/4E GC502635 Q (12/16)

AUTOMAX

HYUNDAI • MITSUBISHI • VOLKSWAGEN

3301 E. CENTRAL TEXAS EXPWY
 KILLEEN, TEXAS 76543
 (254) 699-AMAX

CUSTOMER NO.	ADVISOR JACK R.	TAG NO. 999648	INVOICE DATE 08/29/17	CELL
	LABOR RATE	LICENSE NO.	MILEAGE 23,000	COLOR OXFORD WHT/
	YEAR / MAKE / MODEL 15/FORD TRUCK/EXPLORER/4DR FWD XLT	DELIVERY DATE	STOCK NO. GC49139	DELIVERY MILES 8
KILLEEN, TX	VEHICLE I.D. NO. 1FM5K7D87FG	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE 08/23/17	
	COMMENTS			MO:

LABOR & PARTS
 J# 1 99FQZ015 FORD SHOP WORKS TECH(S):999668 40.00
 THE WORKS
 99P Perform Multi-Point Inspection
 MR0LM Reset Oil Life Monitor if applicable
 MSTICKER Install new oil change sticker
 OFCM OEM Oil & Filter Change
 RM104 Rotate Tires
 JMA CAR CARE SERVICE
 JMA AUTH# 87584684 \$34.00
 PERFORMED JMA CAR CARE SERVICE CHANGED OIL AND FILTER AND
 ROTATED TIRES. TOPPED OFF ALL FLUIDS.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	AA5Z-6714-A	FILTER	9.76	9.76
JOB # 1	6	X0-5W20-BSP	MOTORCR	4.73	28.38
JOB # 1 TOTAL PARTS					38.14
JOB # 1 TOTAL LABOR & PARTS					78.14

NOTICE PURSUANT TO PROPERTY CODE, §70.001 I AM THE PERSON OR AN AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS AND COMMERCE CODE, §9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED

X
 Signature of the Person Responsible or Agent for Person Responsible for Payment

J# 2 99FOZ MISC P OP CODE TECH(S):999668 WARRANTY
 CUSTOMER STATES TO CHECK FOR CARBON MONOXIDE IN VEH WHILE DRIVING-CUSTOMER BOUGHT DETECTOR AND SHOWS EXCESSIVE AMOUNTS TSB 16-0166
 VERIFY CONCERN. PERFORMED OASIS CHECK AND FOUND TSB 16-0166 ON THE CONCERN. PERFORMED TSB. RE TESTED. ALL GOOD

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

TERMS: STRICTLY CASH Unless Arrangements Made I hereby authorize the repair work to be done along with the necessary materials, and hereby grant you and/or your employees permission to operate the car or truck 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 car or truck to secure the amount of repairs thereto. I understand that a charge on my account is payable in full upon receipt of the statement on which it was billed. I further understand a **FINANCE CHARGE** may be computed on the entire past due balance when a portion of that past due balance remains unpaid 30 days after the closing date of the statement on which it was billed. I further understand the monthly **FINANCE CHARGE** shall not exceed 1.5 per cent per month or 18 per cent annual percentage rate, and I agree to the terms and conditions of the charge.

J# 3 99FOZ099P MULTIPoint INSP TECH(S):999668 INTERNAL
 Multi-Point Vehicle Inspection
 FREE MULTI POINT INSPECTION
 MULTI POINT INSPECTION COMPLETED, PLEASE REVIEW THE ATTACHED MULTI POINT INSPECTION FORM WITH WITH YOUR ADVISOR, WE CAN SCHEDULE YOUR NEXT APPOINTMENT FOR ANY NEEDED MAINTENANCE OR REPAIRS. THANK YOU FOR YOUR BUSINESS AT AUTOMAX.

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

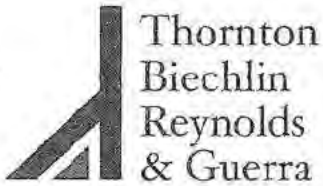
DISCLAIMER OF WARRANTIES
 Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and AUTO MAX, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OF ARTICLES LEFT IN CARS IN CASE OF FIRE THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

J# 4 60FOZ01 INT TRIM CONCERN TECH(S):999668 WARRANTY
 CUSTOMER STATES DRIVERS DOOR PANEL IS PEELING UP AT TOP INSPECTED VEHICLE AND FOUND THE DRIVERS FRONT DOOR PANEL TO BE WARPING FROM PANEL
 REMOVED AND REPLACED DOOR TRIM PANEL

SIGNED _____
 RECEIVED BY _____

The Reynolds and Reynolds Company EPAINTS:HE GC0502635 Q (12/16)





Austin
San Antonio
Rio Grande Valley
Houston

Brandi Prejean
912 S. Capital of Texas Hwy, Suite 300
Austin, Texas 78746
Telephone: (512) 329-6666
Fax: (512) 327-4694
BPrejean@thorntonfirm.com

OGC Lit
Product Claims

March 7, 2018

MAR 15 2018

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

*Silsbee Ford Inc.
Attn: Fleet Department
PO Box 815
Silsbee, TX 77656-0815*

Re: City of McAllen Police Department Fleet
Employee: [REDACTED]
Date of injury: 10/25/2017

To whom it may concern;

Please be advised, our firm has been retained to represent the City of McAllen. The City of McAllen is a political subdivision who provides workers' compensation coverage to their employees through a self-insurance program authorized by the Texas Labor Code. The purpose of this correspondence is to provide notice of the City's workers' compensation subrogation interest for the above-referenced claim. Under Texas law, the City of McAllen holds a statutorily protected lien for the workers' compensation benefits paid to or behalf of its employee. [REDACTED] who was injured by the negligence of Ford Motor Company.

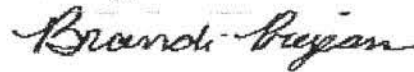
On October 25, 2017, Mr. [REDACTED] was working in his regular course of conduct as a police officer utilizing his patrol car, a Ford Explorer, and suffered injuries in the form of carbon monoxide poisoning. Mr. [REDACTED] was treated for his injuries at the McAllen Medical Center and at McAllen Primary Clinic. The City of McAllen has paid for this treatment through their worker's compensation program and will continue to pay for treatment for the injuries, as necessary.

As a result of Ford's negligence, the City of McAllen has been required to pay workers' compensation benefits in this matter. At this time, the subrogation lien interest is \$1,095.19. The subrogation interest may increase with continued medical treatment or if the employee is unable to return to work earning his preinjury wages. Once all medical bills have been processed, our final lien will be submitted along with a copy of the medical bills and a demand for the final full amount of the lien. I will endeavor to keep you up-to-date on the amount of the lien at least quarterly. Please be advised that if you are contacted by an attorney under the auspices of

representing my client's interests, please inform the undersigned immediately to determine settlement authority. I will be further demanding that upon settlement my client be reimbursed by separate check made payable to the City of McAllen and sent to my attention at the above address.

Please advise as to whether or not you have been contacted by anyone representing Mr. Perez. If so, please provide their contact information and any settlement offers made to them as of the date of this letter. The City of McAllen has received no settlement offers from you. I will provide you with additional documentation as it becomes available. In the meantime, please have a proper agent of Ford acknowledge receipt this notice letter.

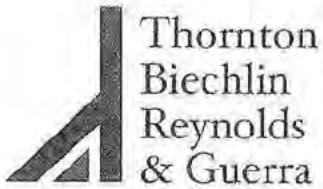
Sincerely,

A handwritten signature in cursive script that reads "Brandi Prejean".

Brandi Prejean

BP/el





Austin
San Antonio
Rio Grande Valley
Houston

Brandi Prejean
912 S. Capital of Texas Hwy, Suite 300
Austin, Texas 78746
Telephone: (512) 329-6666
Fax: (512) 327-4694
BPrejean@thorntonfirm.com

March 7, 2018

OGC Lit
Product Claims

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

*Silsbee Ford Inc.
Attn: Fleet Department
PO Box 815
Silsbee, TX 77656-0815*

Re: City of McAllen Police Department Fleet
Employee: [REDACTED]
Date of injury: 10/30/2017

To whom it may concern;

Please be advised, our firm has been retained to represent the City of McAllen. The City of McAllen is a political subdivision who provides workers' compensation coverage to their employees through a self-insurance program authorized by the Texas Labor Code. The purpose of this correspondence is to provide notice of the City's workers' compensation subrogation interest for the above-referenced claim. Under Texas law, the City of McAllen holds a statutorily protected lien for the workers' compensation benefits paid to or on the behalf of its employee, [REDACTED], who was injured by the negligence of Ford Motor Company.

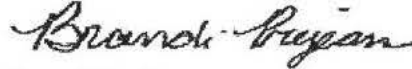
On October 30, 2017, Mr. [REDACTED] was working in his regular course of conduct as a police officer utilizing his patrol car, a Ford Explorer, and suffered injuries in the form of carbon monoxide poisoning. Mr. [REDACTED] treated for his injuries at the Family Physicians Clinic and South Texas Health System. The City of McAllen has paid for this treatment through their worker's compensation program and will continue to pay for treatment for the injuries, as medically necessary.

As a result of Ford's negligence, the City of McAllen has been required to pay workers' compensation benefits in this matter. At this time, the subrogation lien interest is \$1,240. The subrogation interest may increase with continued medical treatment or if the employee is unable to return to work earning his preinjury wages. Once all medical bills have been processed, our final lien will be submitted along with a copy of the medical bills and a demand for the final full

amount of the lien. I will endeavor to keep you up-to-date on the amount of the lien at least quarterly. Please be advised that if you are contacted by an attorney under the auspices of representing my client's interests, please inform the undersigned immediately to determine settlement authority. I will be further demanding that upon settlement my client be reimbursed by separate check made payable to the City of McAllen and sent to my attention at the above address.

Please advise as to whether or not you have been contacted by anyone representing Mr. [REDACTED] if so, please provide their contact information and any settlement offers made to them as of the date of this letter. The City of McAllen has received no settlement offers from you. I will provide you with additional documentation as it becomes available. In the meantime, please have a proper agent of Ford acknowledge receipt this notice letter.

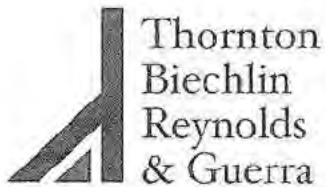
Sincerely,

A handwritten signature in cursive script that reads "Brandi Prejean".

Brandi Prejean

BP/el





Austin
San Antonio
Rio Grande Valley
Houston

Brandi Prejean
912 S. Capital of Texas Hwy, Suite 300
Austin, Texas 78746
Telephone: (512) 329-6666
Fax: (512) 327-4694
BPrejean@thorntonfirm.com

OGC Lit
Product Claims

March 7, 2018

MAR 15 2018

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

*Silsbee Ford Inc.
Attn: Fleet Department
PO Box 815
Silsbee, TX 77656-0815*

Re: City of McAllen Police Department Fleet
Employee: [REDACTED]
Date of injury: 10/30/2017

To whom it may concern;

Please be advised, our firm has been retained to represent the City of McAllen. The City of McAllen is a political subdivision who provides workers' compensation coverage to their employees through a self-insurance program authorized by the Texas Labor Code. The purpose of this correspondence is to provide notice of the City's workers' compensation subrogation interest for the above-referenced claim. Under Texas law, the City of McAllen holds a statutorily protected lien for the workers' compensation benefits paid to or on the behalf of its employee, Alberto Perez, who was injured by the negligence of Ford Motor Company.

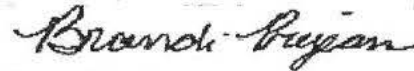
On October 30, 2017, Mr. [REDACTED] was working in his regular course of conduct as a police officer utilizing his patrol car, a Ford Explorer, and suffered injuries in the form of carbon monoxide poisoning. Mr. [REDACTED] was treated for his injuries at the McAllen Medical Center. The City of McAllen has paid for this treatment through their worker's compensation program and will continue to pay for treatment for the injuries, as medically necessary.

As a result of Ford's negligence, the City of McAllen has been required to pay workers' compensation benefits in this matter. At this time, the subrogation lien interest is \$1,340. The subrogation interest may increase with continued medical treatment or if the employee is unable to return to work earning his preinjury wages. Once all medical bills have been processed, our final lien will be submitted along with a copy of the medical bills and a demand for the final full amount of the lien. I will endeavor to keep you up-to-date on the amount of the lien at least quarterly. Please be advised that if you are contacted by an attorney under the auspices of

representing my client's interests, please inform the undersigned immediately to determine settlement authority. I will be further demanding that upon settlement my client be reimbursed by separate check made payable to the City of McAllen and sent to my attention at the above address.

Please advise as to whether or not you have been contacted by anyone representing Mr. [REDACTED]. If so, please provide their contact information and any settlement offers made to them as of the date of this letter. The City of McAllen has received no settlement offers from you. I will provide you with additional documentation as it becomes available. In the meantime, please have a proper agent of Ford acknowledge receipt this notice letter.

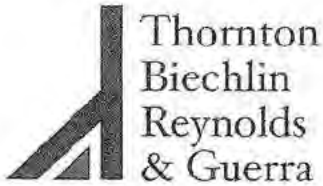
Sincerely,



Brandi Prejean

BP/el





Austin
San Antonio
Rio Grande Valley
Houston

Brandi Prejean
912 S. Capital of Texas Hwy, Suite 300
Austin, Texas 78746
Telephone: (512) 329-6666
Fax: (512) 327-4694
BPrejean@thorntonfirm.com

OGC Lit
Product Claims

March 7, 2018

MAR 16 2018

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

*Silsbee Ford Inc.
Attn: Fleet Department
PO Box 815
Silsbee, TX 77656-0815*

Re: City of McAllen Police Department Fleet
Employee: [REDACTED]
Date of injury: 11/02/2017

To whom it may concern;

Please be advised, our firm has been retained to represent the City of McAllen. The City of McAllen is a political subdivision who provides workers' compensation coverage to their employees through a self-insurance program authorized by the Texas Labor Code. The purpose of this correspondence is to provide notice of the City's workers' compensation subrogation interest for the above-referenced claim. Under Texas law, the City of McAllen holds a statutorily protected lien for the workers' compensation benefits paid to or on the behalf of its employee, [REDACTED] who was injured by the negligence of Ford Motor Company.

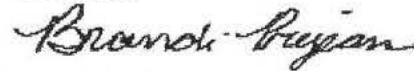
On November 2, 2017, Ms. [REDACTED] was working in her regular course of conduct as a police officer utilizing her patrol car, a Ford Explorer, and suffered injuries in the form of carbon monoxide poisoning. Ms. [REDACTED] was treated for her injuries at the Rio Grande Hospital Center and at McAllen Primary Clinic. The City of McAllen has paid for this treatment through their worker's compensation program and will continue to pay for treatment for the injuries, as medically necessary.

As a result of Ford's negligence, the City of McAllen has been required to pay workers' compensation benefits in this matter. At this time, the subrogation lien interest is \$898.88. The subrogation interest may increase with continued medical treatment or if the employee is unable to return to work earning her preinjury wages. Once all medical bills have been processed, our final lien will be submitted along with a copy of the medical bills and a demand for the final full

amount of the lien. I will endeavor to keep you up-to-date on the amount of the lien at least quarterly. Please be advised that if you are contacted by an attorney under the auspices of representing my client's interests, please inform the undersigned immediately to determine settlement authority. I will be further demanding that upon settlement my client be reimbursed by separate check made payable to the City of McAllen and sent to my attention at the above address.

Please advise as to whether or not you have been contacted by anyone representing Ms. [REDACTED] if so, please provide their contact information and any settlement offers made to them as of the date of this letter. The City of McAllen has received no settlement offers from you. I will provide you with additional documentation as it becomes available. In the meantime, please have a proper agent of Ford acknowledge receipt this notice letter.

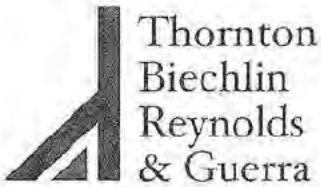
Sincerely,

A handwritten signature in black ink that reads "Brandi Prejean". The signature is written in a cursive, flowing style.

Brandi Prejean

BP/el





Austin
San Antonio
Rio Grande Valley
Houston

Brandi Prejean
912 S. Capital of Texas Hwy, Suite 300
Austin, Texas 78746
Telephone: (512) 329-6666
Fax: (512) 327-4694
BPrejean@thorntonfirm.com

March 7, 2018

OGC LIT
Product Claims

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

*Silsbee Ford Inc.
Attn: Fleet Department
PO Box 815
Silsbee, TX 77656-0815*

Re: City of McAllen Police Department Fleet
Employee [REDACTED]
Date of injury: 11/02/2017

To whom it may concern;

Please be advised, our firm has been retained to represent the City of McAllen. The City of McAllen is a political subdivision who provides workers' compensation coverage to their employees through a self-insurance program authorized by the Texas Labor Code. The purpose of this correspondence is to provide notice of the City's workers' compensation subrogation interest for the above-referenced claim. Under Texas law, the City of McAllen holds a statutorily protected lien for the workers' compensation benefits paid to or on the behalf of its employee, [REDACTED] who was injured by the negligence of Ford Motor Company.

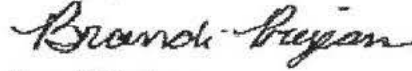
On November 2, 2017, Mr. [REDACTED] was working in his regular course of conduct as a police officer utilizing his patrol car, a Ford Explorer, and suffered injuries in the form of carbon monoxide poisoning. Mr. [REDACTED] was treated for his injuries at the McAllen Medical Center. The City of McAllen has paid for this treatment through their worker's compensation program and will continue to pay for treatment for the injuries, as medically necessary.

As a result of Ford's negligence, the City of McAllen has been required to pay workers' compensation benefits in this matter. At this time, the subrogation lien interest is \$451.01. The subrogation interest may increase with continued medical treatment or if the employee is unable to return to work earning his preinjury wages. Once all medical bills have been processed, our final lien will be submitted along with a copy of the medical bills and a demand for the final full amount of the lien. I will endeavor to keep you up-to-date on the amount of the lien at least quarterly. Please be advised that if you are contacted by an attorney under the auspices of

representing my client's interests, please inform the undersigned immediately to determine settlement authority. I will be further demanding that upon settlement my client be reimbursed by separate check made payable to the City of McAllen and sent to my attention at the above address.

Please advise as to whether or not you have been contacted by anyone representing Mr. [REDACTED]. If so, please provide their contact information and any settlement offers made to them as of the date of this letter. The City of McAllen has received no settlement offers from you. I will provide you with additional documentation as it becomes available. In the meantime, please have a proper agent of Ford acknowledge receipt this notice letter.

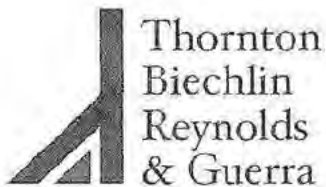
Sincerely,



Brandi Prejean

BP/el





Thornton
Biechlin
Reynolds
& Guerra

Austin
San Antonio
Rio Grande Valley
Houston

Brandi Prejean
912 S. Capital of Texas Hwy, Suite 300
Austin, Texas 78746
Telephone: (512) 329-6666
Fax: (512) 327-4694
BPrejean@thorntonfirm.com

March 7, 2018

OGC Lit
Product Claims

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

*Silsbee Ford Inc.
Attn: Fleet Department
PO Box 815
Silsbee, TX 77656-0815*

Re: City of McAllen Police Department Fleet
Employee: [REDACTED]
Date of injury: 11/02/2017

To whom it may concern;

Please be advised, our firm has been retained to represent the City of McAllen. The City of McAllen is a political subdivision who provides workers' compensation coverage to their employees through a self-insurance program authorized by the Texas Labor Code. The purpose of this correspondence is to provide notice of the City's workers' compensation subrogation interest for the above-referenced claim. Under Texas law, the City of McAllen holds a statutorily protected lien for the workers' compensation benefits paid to or on the behalf of its employee, James Martinez, who was injured by the negligence of Ford Motor Company.

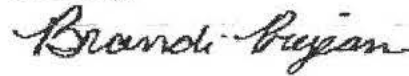
On November 2, 2017, Mr. [REDACTED] was working in his regular course of conduct as a police officer utilizing his patrol car, a Ford Explorer, and suffered injuries in the form of carbon monoxide poisoning. Mr. [REDACTED] was treated for his injuries at the South Texas Health System. The City of McAllen has paid for this treatment through their worker's compensation program and will continue to pay for treatment for the injuries, as medically necessary.

As a result of Ford's negligence, the City of McAllen has been required to pay workers' compensation benefits in this matter. At this time, the subrogation lien interest is \$1,354. The subrogation interest may increase with continued medical treatment or if the employee is unable to return to work earning his preinjury wages. Once all medical bills have been processed, our final lien will be submitted along with a copy of the medical bills and a demand for the final full amount of the lien. I will endeavor to keep you up-to-date on the amount of the lien at least

quarterly. Please be advised that if you are contacted by an attorney under the auspices of representing my client's interests, please inform the undersigned immediately to determine settlement authority. I will be further demanding that upon settlement my client be reimbursed by separate check made payable to the City of McAllen and sent to my attention at the above address.

Please advise as to whether or not you have been contacted by anyone representing Mr. [REDACTED] so, please provide their contact information and any settlement offers made to them as of the date of this letter. The City of McAllen has received no settlement offers from you. I will provide you with additional documentation as it becomes available. In the meantime, please have a proper agent of Ford acknowledge receipt this notice letter.

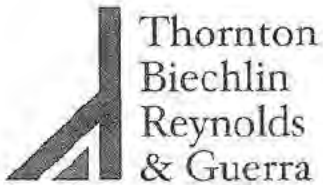
Sincerely,



Brandi Prejean

BP/el





Austin
San Antonio
Rio Grande Valley
Houston

Brandi Prejean
912 S. Capital of Texas Hwy, Suite 300
Austin, Texas 78746
Telephone: (512) 329-6666
Fax: (512) 327-4694
BPrejean@thorntonfirm.com

March 7, 2018

OGC Lit
Product Claims

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

*Silsbee Ford Inc.
Attn: Fleet Department
PO Box 815
Silsbee, TX 77656-0815*

Re: City of McAllen Police Department Fleet
Employee: [REDACTED]
Date of injury: 11/02/2017

To whom it may concern:

Please be advised, our firm has been retained to represent the City of McAllen. The City of McAllen is a political subdivision who provides workers' compensation coverage to their employees through a self-insurance program authorized by the Texas Labor Code. The purpose of this correspondence is to provide notice of the City's workers' compensation subrogation interest for the above-referenced claim. Under Texas law, the City of McAllen holds a statutorily protected lien for the workers' compensation benefits paid to or on the behalf of its employee, [REDACTED] who was injured by the negligence of Ford Motor Company.

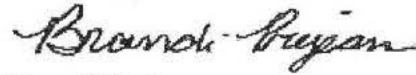
On November 1, 2017, Ms. [REDACTED] was working in her regular course of conduct as a police officer utilizing her patrol car, a Ford Explorer, and suffered injuries in the form of carbon monoxide poisoning. Ms. [REDACTED] was treated for her injuries at the McAllen Medical Center and McAllen Primary Care Clinic. The City of McAllen has paid for this treatment through their worker's compensation program and will continue to pay for treatment for the injuries, as medically necessary.

As a result of Ford's negligence, the City of McAllen has been required to pay workers' compensation benefits in this matter. At this time, the subrogation lien interest is \$1,034.85. The subrogation interest may increase with continued medical treatment or if the employee is unable to return to work earning her preinjury wages. Once all medical bills have been processed, our

final lien will be submitted along with a copy of the medical bills and a demand for the final full amount of the lien. I will endeavor to keep you up-to-date on the amount of the lien at least quarterly. Please be advised that if you are contacted by an attorney under the auspices of representing my client's interests, please inform the undersigned immediately to determine settlement authority. I will be further demanding that upon settlement my client be reimbursed by separate check made payable to the City of McAllen and sent to my attention at the above address.

Please advise as to whether or not you have been contacted by anyone representing Ms. [REDACTED]. If so, please provide their contact information and any settlement offers made to them as of the date of this letter. The City of McAllen has received no settlement offers from you. I will provide you with additional documentation as it becomes available. In the meantime, please have a proper agent of Ford acknowledge receipt this notice letter.

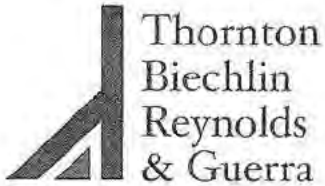
Sincerely,



Brandi Prejean

BP/el





Austin
San Antonio
Rio Grande Valley
Houston

Brandi Prejean
912 S. Capital of Texas Hwy, Suite 300
Austin, Texas 78746
Telephone: (512) 329-6666
Fax: (512) 327-4694
BPrejean@thorntonfirm.com

OSCLH
Product Claims

March 7, 2018

31 + 8 2018

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

*Silsbee Ford Inc.
Attn: Fleet Department
PO Box 815
Silsbee, TX 77656-0815*

Re: City of McAllen Police Department Fleet
Employee: [REDACTED]
Date of injury: 11/03/2017

To whom it may concern;

Please be advised, our firm has been retained to represent the City of McAllen. The City of McAllen is a political subdivision who provides workers' compensation coverage to their employees through a self-insurance program authorized by the Texas Labor Code. The purpose of this correspondence is to provide notice of the City's workers' compensation subrogation interest for the above-referenced claim. Under Texas law, the City of McAllen holds a statutorily protected lien for the workers' compensation benefits paid to or on the behalf of its employee, [REDACTED], who was injured by the negligence of Ford Motor Company.

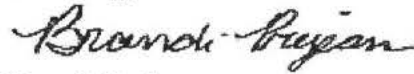
On November 3, 2017, Mr. [REDACTED] was working in his regular course of conduct as a police officer utilizing his patrol car, a Ford Explorer, and suffered injuries in the form of carbon monoxide poisoning. Mr. [REDACTED] was treated for his injuries at the McAllen Medical Center. The City of McAllen has paid for this treatment through their worker's compensation program and will continue to pay for treatment for the injuries, as medically necessary.

As a result of Ford's negligence, the City of McAllen has been required to pay workers' compensation benefits in this matter. At this time, the subrogation lien interest is \$451.01. The subrogation interest may increase with continued medical treatment or if the employee is unable to return to work earning his preinjury wages. Once all medical bills have been processed, our final lien will be submitted along with a copy of the medical bills and a demand for the final full amount of the lien. I will endeavor to keep you up-to-date on the amount of the lien at least

quarterly. Please be advised that if you are contacted by an attorney under the auspices of representing my client's interests, please inform the undersigned immediately to determine settlement authority. I will be further demanding that upon settlement my client be reimbursed by separate check made payable to the City of McAllen and sent to my attention at the above address.

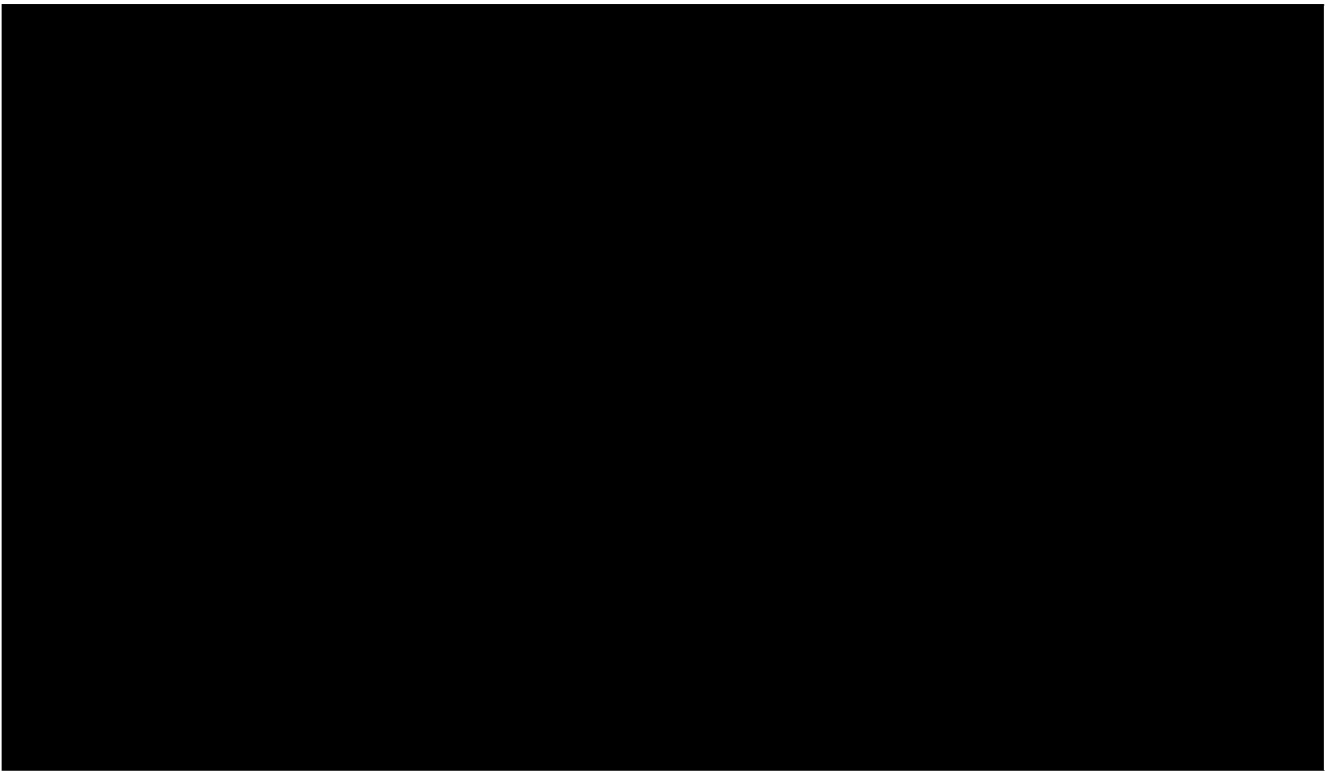
Please advise as to whether or not you have been contacted by anyone representing Mr. [REDACTED]. If so, please provide their contact information and any settlement offers made to them as of the date of this letter. The City of McAllen has received no settlement offers from you. I will provide you with additional documentation as it becomes available. In the meantime, please have a proper agent of Ford acknowledge receipt this notice letter.

- Sincerely,



Brandi Prejean

BP/el







Michael D. Portnoy
Attorney at Law

810 West South Boundary Rd.
Perrysburg, Ohio 43551
PH: 419-874-2775 FX: 419-874-2777

July 28, 2018

Jeremiah J. Wood
200 Civic Center Drive, Ste. 1200
Columbus, Ohio 43215-4138

RE: My client [REDACTED]

Dear Mr. Wood:

Pursuant to my telephone message, I represent [REDACTED] relative to the medical problems she suffered from her exposure to the carbon monoxide poisoning she experienced while driving her 2013 Ford Explorer.

Ms. [REDACTED] informed me there have been many instances of drivers, including police officers, who suffered physical problems from the carbon monoxide exposure.

Ms. [REDACTED] and I are obtaining all of her medical bills and medical records related to treating her physical symptoms from the carbon monoxide exposure. Once we have obtained these records, I will send them to you so we can discuss this case in more detail.

I look forward to speaking with you shortly.

Sincerely,

s/ Michael D. Portnoy
Attorney for Kellie Payne

CC: [REDACTED]

[REDACTED]
Maumee, Ohio [REDACTED]

Ford Motor Company
Office of General Counsel
P.O. Box 70
Dearborn, Michigan 48121

March 20, 2018

Dear Office of General Counsel for Ford Motor Company:

The purpose of this letter is to request reimbursement for medical bills and injuries that I suffered when I was exposed to extensive carbon monoxide poisoning from my 2013 Ford Explorer XLT. The Ford dealership informed me that they had not seen anything as severe as the state of my vehicle. I had seen on the news that there was a concern with individuals driving Ford Explorers becoming ill and crashing their vehicles due to carbon monoxide poisoning from their Ford Explorers. This was the first I had heard of this and my own experiences with both physical and cognitive issues started to make sense.

I called Kistler Ford Dealership in Toledo, Ohio on 10/19/17 and requested an appointment to have my Ford Explorer checked for the carbon monoxide leak. I left my home at 9:30AM on 10/20/17 and arrived at the dealership for my 10:30AM appointment. Upon my arrival, my face was tomato red, I was disoriented, nauseous, dizzy, had chest pain, a severe headache, and felt fatigued. The staff at Kistler Ford expressed concern for my well being as it was evident that I was having a severe reaction.

I gave both sets of my car keys to the woman coordinating a loaner car for me. She later returned one set as it did not make sense to give both sets of keys to her. Chris Brewer, Kistler Ford Customer Service Representative, later informed me that I had placed the returned set in my purse as I did not remember doing so. The woman gave me a loaner car that I would later learn had "just been sprayed" with fabric protector. This escalated my intense headache to a migraine headache that would persist for two months.

I returned the loaner car on 10/21/17 due the intense odor exacerbating the migraine headache. The nausea, headache, exhaustion, nearly vomiting on my desk multiple times, etc persisted until I eventually went to the ER three and a half days after I left my car at Kistler Ford. I called my PCP and she directed me to go to the ER. I had a family member emergently retrieve me from work and drive me to the ER, resulting in four lost hours of work. I was tested and carbon monoxide was still present in my left finger, despite 3.5 days passing. I was given another loaner car on 10/26/17.

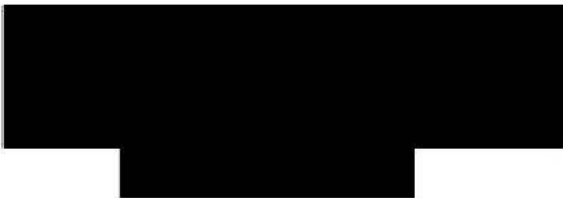
On 10/27/17, I saw my CNP and my eye doctor. I had blood work done on 10/30/17. I spoke with Frank at Ford headquarters on 11/1/17 and he authorized an extension of the loaner car as my car was still not fixed and had exceeded the allowed number of days per my Extended Service Contract. When I asked him about my medical bills, he advised that I secure an attorney and gave me the address for the Office of General Counsel. I stated that I did not want to make this an adversarial situation and that I expected Ford to pay my medical expenses as it was clearly the fault of Ford that this carbon monoxide situation had caused my pain, suffering, loss of wages, and medical expenses.

I was able to retrieve my Explorer on 11/7/17, but I would have to return it to the dealership on 11/10/17 due to damages my Explorer suffered while in the possession of the dealership for 19 days. I retrieved my Explorer on 11/10/17 and the blinker did not work. I was told it was unrelated to the carbon monoxide issues even though I have never had that problem prior to the carbon monoxide fix. Chris Brewer submitted a "Fast Ticket" to the Ford engineers and on 12/8/17, this issue was eventually fixed as the engineers eventually realized that the two were in fact related. I did not appreciate not having a working right-turn blinker for nearly a month as this posed yet another safety issue for me while driving my 2013 Ford Explorer XLT.

My 2013 Ford Explorer XLT is the third Ford that I have had in my lifetime. I am a huge fan of Ford vehicles and would like to feel comfortable purchasing them in the future. I am appalled that the recall was not made sooner and that I have had to go through all of this unnecessarily. I am asking Ford to pay for my medical expenses, pain, suffering, being poisoned, being poisoned for an extended period of time, and personal injury that I have experienced from Ford's negligence in protecting me from my defective 2013 Ford Explorer XLT in the amount of \$50,000.00.

I've already spoken with an attorney regarding this matter. I realize that Ford is aware that this is a serious matter due to the recall that was issued by Ford related to the personal injuries others have sustained due to the breach of contract by Ford as well as the class-action lawsuits that have ensued. I keep a portable carbon-monoxide detector in one of the two cup holders of my 2013 Ford Explorer XLT for fear of repeating this nightmare. I have enclosed a letter from my CNP as well as copies of my medical bills. Thank you in advance for this good-faith gesture and keeping me as a Ford customer.

Sincerely,

A large black rectangular redaction box covering the signature area.

cc: Michael Portnoy

Font ✓
Folder



CLUB MANAGER JOHN HAYES
(419) 866 - 8366
HOLLAND, OH

10/27/17 17:22 8309 08139 098 2730

KELLIE

R	431173 EYE EXAM	55.00	N
	SUBTOTAL	55.00	
	TOTAL	55.00	
	DISCU TEND	55.00	
ACCOUNT #	**** * S		
APPROVAL #	02710R		
TERMINAL #	SC011119		
	CHANGE DUE	0.00	

Visit samsclub.com to see your savings

ITEMS SOLD 1

TCH 3547 9150 8133 0585 1149



Happy to Help

*** MEMBER COPY ***

ASSOCIATED EYE CARE, INC.

1000 Regency Ct., Suite 100 • Toledo, OH 43623
(419) 882-0588 • (419) 885-3070 fax

K. Charles Raffoul, M.D. • ^{10/27/17} ~~Dino J. Costa, D.D.~~ • Carol J. German, O.D.
Richard C. Tam, M.D. • Christina P. Tam, M.D. • James A. Knupp, M.D.
John M. Elchinger, O.D.

2702 Navarre Ave.
Suite 205
Oregon, OH 43616
(419) 696-7780
(419) 696-7782 fax

960 W. Wooster St.
Suite 216
Bowling Green, OH 43402
(419) 352-5500
(419) 352-5577 fax



ProMedica E Toledo Hosp

2142 N. Cove Blvd
Toledo, OH 43606
(844) 373-0871

--- APPROVED ---

Date Oct 23 2017 6:47:47 PM
Type Credit Card - Sale

Patient First Name [Redacted]
Patient Last Name [Redacted]
Account # [Redacted]

Authorization Amount \$200.56
Authorization Code [Redacted]
Card Holder Name [Redacted]
Card Type DISCOVER
Card Number ***** [Redacted]
Card Entry Mode Keyed
Response Message Code APPROVAL 000
Mode Issuer

I AGREE TO PAY THE ABOVE AMOUNT ACCORDING TO MY CARD HOLDER AGREEMENT.

X _____
(Signature)

Thank You!



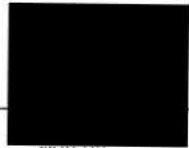
ProMedica E Mrshl Fam Prac

1215 Grassy Lane
Rossford, OH 43460
(844) 373-0871

--- APPROVED ---

Date Oct 27 2017 12:55:51 PM
Type Credit Card - Sale

Patient First Name
Patient Last Name
Account #



Authorization Amount
Authorization Code
Card Holder Name
Card Type DISCOVER
Card Number *****
Card Entry Mode Swiped
Response Message Code APPROVAL 000
Mode Issuer

I AGREE TO PAY THE ABOVE AMOUNT ACCORDING TO MY CARD HOLDER AGREEMENT.

X
(Signature)

Thank You!

From: [REDACTED]
Subject: Fwd: ProMedica E MyChart Payment Receipt
Date: November 26, 2017 at 7:27 PM
To: [REDACTED]



Begin forwarded message:

From: donotreply@paymentnavigator.usbank.com
Subject: ProMedica E MyChart Payment Receipt
Date: November 26, 2017 at 7:25:59 PM EST
To: VEGANSROCK16@GMAIL.COM



Hi [REDACTED]

Thank you for making a payment to ProMedica E MyChart on the Payment Navigator Payment Portal. Details of this transaction are included below for your review. We recommend that you keep a copy of this email receipt for your records.

ProMedica E MyChart
2142 N Cove Blvd
Toledo, OH 43606
(844) 373-0871

Transaction Information

Transaction Date:	November 26, 2017
Response Message:	APPROVAL
Response Code:	000
Card Type:	DISCOVER
Card Holder Name:	[REDACTED]
Card Number:	[REDACTED]
Auth Amount:	\$100.78
Auth Code:	[REDACTED]

You sent a payment of \$100.78 to ProMedica E MyChart.

Create an account to view your payment history.

[Register >](#)

This message is for informational purposes only. Please do not reply to this email.

Simplify your healthcare payments!



[Create Account](#)



[Payment Methods](#)

Payment Questions:

ProMedica E MyChart
(844) 373-0871



www.instamed.com

© 2017 InstaMed. All rights reserved.
1880 John F Kennedy Blvd., Philadelphia, PA 19103



GUARANTOR NAME	GUARANTOR NUMBER	STATEMENT DATE
[REDACTED]	[REDACTED]	11/07/17

TOTAL PAYMENT DUE

\$96.68

Thank you for choosing ProMedica for your healthcare needs. This statement includes services rendered with a ProMedica facility and or ProMedica provider, which include hospitals, physicians, home health, and hospice services. **You may receive separate statements for services rendered by a non-ProMedica provider.**

PAYMENT OPTIONS

You may pay your bill in full with a check, credit card or debit card in 1 of 3 ways:

- Pay online at promedica.org or through ProMedica's Patient Portal (24/7)
- Pay by phone dial 844.373.0871 (24/7).
- Mail in the payment with the coupon below

PAYMENT PLAN

If you are unable to pay your bill in full and would like to set up a payment plan or you would like to add an open account to a current payment plan, please call Customer Service at 844.373.0871. Representatives available Monday - Friday 8 a.m. - 4:30 p.m.

FINANCIAL ASSISTANCE

If you do not have insurance, you may be eligible for financial assistance. Download a financial assistance form online at promedica.org/financialassistance or call Customer Service at 844.373.0871. Representatives available Monday - Friday 8 a.m. - 4:30 p.m.

Have you heard about ProMedica MyChart?

It's our secure patient connection that helps you manage your healthcare online. Ask about MyChart during your next office visit.

Enroll in Electronic Billing today!

Go to promedica.org to pay bills quickly and securely!



Scan here with your smart phone to pay online!

detailed summary >

QUESTIONS?

Go to promedica.org to check your balance, make payments, and more!

For questions call Customer Service at: 844.373.0871. Representatives available Monday - Friday 8 a.m. - 4:30 p.m.

1 of 3

130296-1-305

Detach this coupon and return with your payment.

Check if address/insurance changes are on back.



ProMedica
2142 N. Cove Blvd
Toledo Ohio 43606

*Pay online
11/20/17
4100.78*

IF PAYING BY CREDIT/DEBIT CARD		
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> AMERICAN EXPRESS
<input type="checkbox"/> DISCOVER		
CARD NUMBER	EXP DATE	
SIGNATURE		
STATEMENT DATE	GUARANTOR #	DUE DATE
11/07/17	183379	11/28/17
AMOUNT DUE	SHOW AMOUNT PAID HERE	
\$96.68		

PLEASE MAKE CHECKS PAYABLE TO PROMEDICA:

ProMedica
PO Box 740052
Cincinnati, Ohio 45274-0052



MAUMEE O



1 of 3

002917

Emergency Physicians of NW Ohio

PO BOX 638133 CINCINNATI OH 452638133
Tel: (855) 691-9890

ACCOUNT INQUIRY

12/06/2017 8:26 AM (EST)

Account# [REDACTED]

Guarantor Information:

[REDACTED]
MAUMEE, OH [REDACTED]

Home Tel# [REDACTED]
Work Tel# [REDACTED]

Patient Information:

Patient# [REDACTED]
[REDACTED]
MAUMEE, OH [REDACTED]

Home Tel#: [REDACTED]
Work Tel#: [REDACTED]

Payor	Current	31-60 Days	61-90 Days	Over 90	Balance
Self	\$44.21	\$0.00	\$0.00	\$0.00	\$44.21
Insur	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Collect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unassigned:					\$0.00
Total Balance:					\$44.21

Service Date	Voucher#	Provider	Chg Amt	Pmts/Adjs	Balance	Payor	Coverage Type	Billed Date	Age	Patient
10/23/2017	[REDACTED]	ALI	\$738.00	\$693.79	\$44.21	Self-Pay		11/22/2017	14	KELLIE A PAYNE

Location	Department	Place Of Svc	Refer. Dr.	Batch#	Voucher Status	Date Updated	Responsible Party	Co-Ins Amt	Co-Ins Paid	Void Batch#	Date Voided	Voided By
TOLEDO	TOLEDO	ER TOL		[REDACTED]	dated	10/31/2017	KELLIE A PAYNE	\$0.00	\$0.00			

Claim#	Bill Media	Billing Prov	Local Use Text	Orig Voucher#	Orig Payor	Orig Bill Date	Orig Media
[REDACTED]		ALI		6202930	MED MUT	11/02/2017	Electronic

Dates of Service	Procedure	Mods	Description	Diag1	Description	TOS	Units	Fee Amt	Pmts/Adjs	Amt Due
10/23/2017	[REDACTED]	25	ER EXAM	T58.01XA	Toxic effect of carbon monoxide from motor vehicle exhaust,	X	1.00	\$677.00	\$632.79	\$44.21

Diag2	Description	Diag3	Description	Diag4	Description
M54.2	Cervicalgia	R51	Headache	R53.83	Other fatigue

Mapped ICD9-1	Description	Mapped ICD9-2	Description	Mapped ICD9-3	Description	Mapped ICD9-4	Description
986	TOXIC EFFECT OF CARBON MONOXIDE	723.1	CERVICALGIA	784.0	SYMPTOM, HEADACHE	780.79	SYMPTOM, MALAISE AND FATIGUE NEC

Dates of Service	Procedure	Mods	Description	Diag1	Description	TOS	Units	Fee Amt	Pmts/Adjs	Amt Due
10/23/2017	93010		EKG INTREP AND	R53.83	Other fatigue		1	1.00	\$61.00	\$61.00

REPORT

Mapped ICD9-1	Description	Mapped ICD9-2	Description	Mapped ICD9-3	Description	Mapped ICD9-4	Description
780.79	SYMPTOM, MALAISE AND FATIGUE NEC						

Payment Date	Reference	Coverage Type	Insurance	Transaction	Pmt Amt	Transfer To	Trsf Amt	Batch#	Status	Date Updated	Void Batch#	Date Voided	Voided By
11/18/2017	MANUAL-2854241	Medical	MED MUT	COMMERCIAL INSR PAYMENT	\$176.84			LB 111617 MM-54241	Updated	11/18/2017			
11/18/2017	MANUAL-2854241	Medical	MED MUT	COMMERCIAL INSR ADJT	\$516.95			LB 111617 MM-54241	Updated	11/18/2017			
11/18/2017	MANUAL-2854241	Medical	MED MUT	COMMERCIAL TRANSFER		Self-Pay	\$44.21	LB 111617 MM-54241	Updated	11/18/2017			
11/18/2017	MANUAL-2854241		Self-Pay	REBILL				LB 111617 MM-54241	Updated	11/18/2017			

EMERGENCY PHYSICIANS
OF NORTHWEST OHIO
P.O. BOX 638133
CINCINNATI, OH 45263-8133

Patient
Name

Account Number

Responsible
Party




Statement
Date

**PAYMENT
DUE**

12/22/2017

\$44.21

You may pay your bill:

-  Online at www.doctorpayments.com
-  By phone at 855-691-9890 with a credit card, M-TH 8 AM-9 PM FRI 8 AM-8 PM
-  By mailing a check

DATE	CPT	DESCRIPTION	CHARGES	PAYMENTS/ ADJUSTMENTS	NET DUE
10/23/2017	[REDACTED]	Provider [REDACTED] Voucher [REDACTED] Diagnosis: T58.01XA	677.00		
10/23/2017	[REDACTED]	ER EXAM	61.00		
11/18/2017	[REDACTED]	EKG INTREP AND REPORT		176.84	
11/18/2017	[REDACTED]	COMMERCIAL INSR PAYMENT		516.95	
11/18/2017	[REDACTED]	COMMERCIAL INSR ADJT			44.21
11/18/2017	[REDACTED]	COMMERCIAL TRANSFER			

*12/16/17 Howard
will send a paper receipt*

THIS SEPARATE BILL IS FOR THE EMERGENCY PHYSICIAN AT THE HOSPITAL

Total Amount Due ▶ \$44.21

Emergency Physicians of Northwest Ohio
8 Oak Park Drive
Bedford, MA 01730

QUICK ONLINE PAYMENT

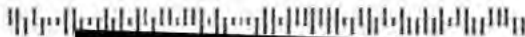
✓ FAST ✓ SIMPLE ✓ SECURE

Go to WWW.DOCTORPAYMENTS.COM to make an online payment
using one of the following credit cards



STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT NUMBER
11/22/2017	\$44.21	[REDACTED]
PAYMENT DUE DATE	SHOW AMOUNT PAID HERE	
12/22/17		

Check here if you have updated your
information on the back of this voucher

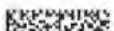


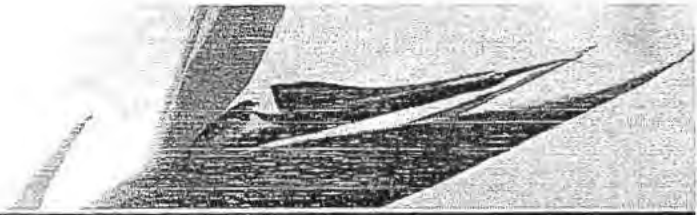
MAUMEE OH [REDACTED]

EMERGENCY PHYSICIANS OF NORTHWEST OHIO
P.O. BOX 638133
CINCINNATI, OH 45263-8133



003047





Home User Setup User Lookup Reports Log Out

Customer Search

Client Code:

Branch: **Emergency Phy NW Ohio**
Billing Address: [REDACTED] MAUMEE [REDACTED]

[Print Receipt](#)

Customer Acct #:

Payment Information:

Last Name/Company:

First Name: [REDACTED]
Last Name: [REDACTED]

First Name:

Email Address: doctorpayment@logixhealth.com
Description: Credit Card Payment - Your payment will show as Doctorpayments on your credit card statement.

Tracking Number:

Timestamp: Wed Dec 06 08:25:16 EST 2017

Payment Detail:

SEARCH

Tracking Number	Payment Date	Payment Amount	Status
[REDACTED]	12/05/2017	\$44.21	Authorized

Contact Information:

Customer Care: Phone:
Emergency Physicians of NW Ohio 866-731-8774

ACCOUNT SUMMARY

Your Previous Account Balance **\$508.45** Patient Payment and Adjustments **\$200.56**
 New Charges (Summary Below) **\$3,082.00** Amount Paid and Adjusted By Your Insurance **\$2,784.76**
 Payments Yet to be Applied

Your Current Account Balance **\$96.68**

*Payment plan balances are included in the previous account balance

HOSPITAL

PATIENT NAME [REDACTED]
CHARGE ACTIVITY [REDACTED]
ACCOUNT NUMBER [REDACTED]
 ADMIT DATE: 10/23/2017
 DISCHARGE DATE: 10/23/2017
 SERVICE LOCATION: PROMEDICA TOLEDO HOSPITAL
 EKG/ECG (ELECTROCARDIOGRAM)-GENERAL \$427.00
 EMERGENCY ROOM - GENERAL CLASSIFICATION \$2,565.00
 LABORATORY-GENERAL \$90.00
TOTAL BILLED TO INSURANCE \$3,082.00

PAYMENT/ADJUSTMENT ACTIVITY

TOTAL BILLED TO INSURANCE \$3,082.00
 11/6/2017 MEDICAL MUTUAL \$-2,784.76
 10/23/2017 PATIENT PAYMENT \$-200.56
 11/6/2017 BALANCE TRANSFERRED TO PATIENT **\$96.68**
 Patient Balance Due for Acct #3129404734

*CO-PAY \$0.00
 *CO-INSURANCE \$297.24
 *DEDUCTIBLE \$0.00
 *NON-COVERED \$0.00

Primary Insurance Billed: **MEDICAL MUTUAL**
 Secondary Insurance Billed: **None**

Written notations included with or on your payment will not be reviewed or honored. All communications concerning disputed amounts and all payments less than the balance due on the statement must be sent to P.O. Box 639152, Cincinnati, OH 45263-9152.

Total Hospital Due \$96.68

TOTAL AMOUNT DUE \$96.68**QUESTIONS?**Go to promedica.org to check your balance, make payments, and more!

For questions call Customer Service at: 844.373.0871 Monday - Friday 8 a.m. - 4:30 p.m.

Thank you for choosing ProMedica for your medical service. Based on the information from your insurance plan and your expected services, your estimated patient responsibility is below.

ESTIMATED PATIENT FINANCIAL OBLIGATION SUMMARY

Patient Name: [REDACTED] Date Of Service: Fri Nov 24 17:00:00 UTC 2017 Account Number: [REDACTED]
 Patient Type: Outpatient Medical Service: Diagnostic Imaging PHS - Flower Hospital

Procedures:
 HC MRI BRAIN WO CONT

Estimated Patient Responsibility			
Deductible:	0.0		
Co-Payment:	0.0		
Co-Insurance:	114.25	Co-Insurance(%)	20.00%
Non-Covered:	0.0		
Estimated Patient Payment:	\$114.25		

Benefit Details (received from your insurance company Fri Nov 17 03:59:26 UTC 2017)			
Estimated Total Charges	940.0	Estimated Insurance Payment	456.99
Individual Deductible	1000.0	Individual Deductible Met	1000.0
Individual OOP	3500.0	Individual OOP Met	1393.27
Family Deductible	2000.0	Family Deductible Met	1000.0
Family OOP	7000.0	Family OOP Met	1393.27

1. The estimate represents the hospital services only and does not include the fees related to services such as surgeon, radiologist, pathologist, anesthesiologist, etc.
2. The estimate is based on the most common medical services provided and does not include any potential complications that may arise.
3. This is an ESTIMATE subject to change and is NOT A FINAL BILL. Your final payment will be based on actual services received and the processing of your medical claim by your insurance company, which may differ from the estimated payment.

For questions, please contact customer service at 844-373-0871, 8am - 4:30pm

KELLIE PAYNE
 4316 STABLE PATH DR
 MAUMEE OH 43537



ProMedica E Flower Hosp

5200 Harroun Rd
Sylvania, OH 43560
(844) 373-0871

--- APPROVED ---

Date Nov 24 2017 10:00:03 AM
Type Credit Card - Sale

Patient First Name
Patient Last Name
Account #



Authorization Amount \$114.25
Authorization Code
Card Holder Name
Card Type DISCOVER
Card Number *****
Card Entry Mode Swiped
Response Message Code APPROVAL 000
Mode Issuer

I AGREE TO PAY THE ABOVE AMOUNT ACCORDING TO MY CARD HOLDER AGREEMENT.

X
(Signature)

Thank You!



PATHOLOGY LABORATORIES

A Sonic Healthcare Company

1946 N. 13th Street, Suite 301
Toledo, Ohio 43604

STATEMENT

RETAIN THIS COPY FOR YOUR TAX RECORDS

PATIENT NAME		ACCOUNT NUMBER	REQUESTING PHYSICIAN TIFFANIE A. HENDERSON		
DATE OF SERVICE	PROCEDURE	SERVICE DESCRIPTION		CREDITS	CHARGES
10/30/17		DRAW FEE - IN HOUSE OTHER			\$7.00
10/30/17		COMPREHENSIVE METABOLIC PANEL			\$50.25
10/30/17		CORONARY RISK PANEL			\$71.50
10/30/17		FREE T4			\$74.25
10/30/17		TSH			\$60.75
10/30/17		CBC			\$28.25
10/30/17		VITAMIN D, 25 HYDROXY			\$110.00
10/30/17		IRON, SERUM			\$21.00
10/30/17		UNSATURATED IBC			\$28.75
12/05/17		BSSM NOT APPROVED		-\$94.67	
12/05/17		BSSM PAYMENT		-\$12.26	
12/05/17		BSSM NOT APPROVED		-\$17.65	
12/05/17		BSSM PAYMENT		-\$2.68	
12/05/17		BSSM NOT APPROVED		-\$24.22	
12/05/17		BSSM PAYMENT		-\$3.63	
12/05/17		BSSM NOT APPROVED		-\$4.15	
12/05/17		BSSM PAYMENT		-\$2.28	
12/05/17		BSSM NOT APPROVED		-\$44.78	
12/05/17		BSSM PAYMENT		-\$4.38	
12/05/17		BSSM NOT APPROVED		-\$64.91	
12/05/17		BSSM PAYMENT		-\$5.27	
12/05/17		BSSM NOT APPROVED		-\$69.58	
12/05/17		BSSM PAYMENT		-\$3.73	
12/05/17		BSSM NOT APPROVED		-\$52.05	
12/05/17		BSSM PAYMENT		-\$6.96	
12/05/17		BSSM NOT APPROVED		-\$24.23	
12/05/17		BSSM PAYMENT		-\$3.22	

IF THIS STATEMENT DOES NOT REFLECT INSURANCE ACTIVITY; PROVIDE A COPY FRONT/ BACK OF YOUR INSURANCE CARD. PLEASE NOTE: "NOT APPROVED" REPRESENTS PATH LABS' CONTRACTUAL ADJUSTMENT WITH YOUR INSURER.

DIRECT BILLING INQUIRIES TO: **PATHOLOGY LABORATORIES, INC.**

1946 N. 13th St., Suite 301
Toledo, OH 43604-7264
Toll Free: (866) 755-8855
Phone: (419) 255-4603

PAY ONLINE @ WWW.PATHLABS.ORG

TOTAL AMOUNT
PAYMENT DUE ON RECEIPT

\$11.10

FAX ID. NO. 34-1220891

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT IN ENCLOSED ENVELOPE

Please check box if address below is incorrect or insurance information has changed, and indicate change(s) on reverse side.

IF PAYING BY VISA, MASTERCARD OR DISCOVER, COMPLETE BELOW

<input checked="" type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER
CARD NUMBER	MUST INCLUDE 3 DIGIT SECURITY CODE FROM BACK OF CARD	
SIGNATURE	EXPIRATION DATE	AMOUNT
PRINTED NAME	I AUTHORIZE PATHOLOGY LABORATORIES, INC. TO REMIT PAYMENT OF THE ABOVE AMOUNT	

12/23/2017 / \$11.10
PAYMENT DUE UPON RECEIPT

AMOUNT OF
PAYMENT \$

MAKE CHECKS PAYABLE TO:

SEND TO:



PATHOLOGY LABORATORIES INC
1946 N 13TH ST STE 301
TOLEDO OH 43604-7264

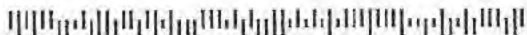
PATHOLOGY LABORATORIES

1946 N. 13TH ST., SUITE 301
TOLEDO, OH 43604-7264

Jim 1/5/18
Approval code for payment:
00566R
paid \$11.10

ACCOUNT NUMBER	STATEMENT DATE	PATIENT NAME
	12/23/2017	KELLIE A PAYNE

PLEASE SEE OTHER SIDE FOR EXPLANATION OF CHARGES



MAUMEE OH



ProMedica E Mrshl Fam Prac

1215 Grassy Lane
Rossford, OH 43460
(844) 373-0871

--- APPROVED ---

Date Jan 12 2018 10:08:31 AM
Type Credit Card - Sale

Patient First Name
Patient Last Name
Account #



Authorization Amount \$30.00
Authorization Code 01259R
Card Holder Name
Card Type DISCOVER
Card Number *****
Card Entry Mode Swiped
Response Message Code APPROVAL 000
Mode Issuer

I AGREE TO PAY THE ABOVE AMOUNT ACCORDING TO MY CARD HOLDER AGREEMENT.

X
(Signature)

Thank You!

TOLEDO RADIOLOGICAL
PO BOX 2204
INDIANAPOLIS, IN 46204-2204



RESPONSIBLE PARTY	ACCOUNT #	BILL DATE
[REDACTED]	[REDACTED]	01-19-2018

110086-10
MAUMEE OH

DOS	Physician	Phys Tax ID	Charge Description	Amt	Pmt	Adj	Bal
11-24-2017	10-JINDAL,		BRAIN STEM W/O DYE	232.00	77.94	134.58	19.48

Account Balance: \$19.48

Account Number: [REDACTED]
FOR BILLING QUESTIONS PLEASE CALL (800) 714-5935

Paid 1/26/18 over the phone
Conf # [REDACTED]



Payne, Kellie A DOB: 05/16/1970

Encounter Date: 10/27/2017
ProMedica Central Scheduling:
419-291-3000



Originated From:
ProMedica Physicians Family Medicine/Rossford
1215 GRASSY LANE
ROSSFORD OH 43460-1525
Phone: 419-661-9727
Fax: 419-661-9730

Patient:
[Redacted]
MAUMEE OH
Phone: [Redacted]

DOB: [Redacted]
Patient
Sex: F

Guarantor:
[Redacted]

INSURANCE	PAYOR	PLAN	GROUP#	SUBSCRIBER ID
Primary:	MEDICAL MUTUAL	40202	[Redacted]	[Redacted]

Order Date: Oct 27, 2017

Electronically signed:
Tiffanie A Henderson, CNP
NPI:1912284076

MR brain without contrast (Order ID: 51377431) CPT Code: 70551

Diagnosis: Nonintractable headache, unspecified chronicity pattern, unspecified headache type (R51)

Priority: Routine	Approx. Expected Date: 10/27/2017	Expiration Date: 10/27/2018
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Is this a CSF Flow Study? No
Does this patient need sedation? No Sedation

Payne, Kellie A DOB: 05/16/1970

Encounter Date: 10/27/2017



Originated From:
ProMedica Physicians Family Medicine/Rossford
1215 GRASSY LANE
ROSSFORD OH 43460-1525
Phone: 419-661-9727
Fax: 419-661-9730

Patient:



MAUMEE OH 4
Phone: 4



Sex: F

Guarantor:



INSURANCE	PAYOR	PLAN	GROUP#	SUBSCRIBER ID
Primary:	MEDICAL MUTUAL	40202		

Order Date: Oct 27, 2017

Electronically signed:
Tiffanie A Henderson, CNP
NPI:1912284076

CMP

Comprehensive metabolic panel (Order ID: 51377432) CMP

Diagnosis: Altered mental status, unspecified altered mental status type (R41.82)

Carbon monoxide exposure (Z77.29)

Priority: Routine	Approx. Expected Date:	Expiration Date: Oct 27, 2018	Interval:
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Collection Date:	Collection Time:	Collected by:	Status: Future
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Specimen Type: Blood

CBCA

CBC auto differential (Order ID: 51377433) CBCA

Diagnosis: Altered mental status, unspecified altered mental status type (R41.82)

Carbon monoxide exposure (Z77.29)

Priority: Routine	Approx. Expected Date:	Expiration Date: Oct 27, 2018	Interval:
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Collection Date:	Collection Time:	Collected by:	Status: Future
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THYR

Thyroid profile includes TSH FT4 (Order ID: 51377434) THYR

Diagnosis: Altered mental status, unspecified altered mental status type (R41.82)

Priority: Routine Approx. Expected Date: Expiration Date: Interval:
Oct 27, 2018

Collection Date: Collection Time: Collected by: Status: Future

FEPR

Iron and TIBC (Order ID: 51377435) FEPR

Diagnosis: Altered mental status, unspecified altered mental status type (R41.82)

Priority: Routine Approx. Expected Date: Expiration Date: Interval:
Oct 27, 2018

Collection Date: Collection Time: Collected by: Status: Future

Specimen Type: Blood

VITD

Vitamin D 25 hydroxy (Order ID: 51377436) VITD

Diagnosis: Altered mental status, unspecified altered mental status type (R41.82)

Carbon monoxide exposure (Z77.29)

Priority: Routine Approx. Expected Date: Expiration Date: Interval:
Oct 27, 2018

Collection Date: Collection Time: Collected by: Status: Future

Specimen Type: Blood

B12

Vitamin B12 (Order ID: 51377437) B12

Diagnosis: Altered mental status, unspecified altered mental status type (R41.82)

Carbon monoxide exposure (Z77.29)

Priority: Routine Approx. Expected Date: Expiration Date: Interval:
Oct 28, 2018

Letter by Tiffanie A Henderson, APRN-CNP on 2/6/2018



Maumee OH [REDACTED]

To Whom it May Concern,

The patient was seen on 1/12/2018 as a follow-up to a Carbon Monoxide exposure on 10/27/2017. At this time she continues to have chronic migraines that occur most days of the week. There are times when she will be very weak and dizzy and problems with concentration and focus. She also has issues with neuropathy in her feet. She has tried medication and alternative medicine procedures to help with the symptoms. She has had some relief but not complete relief.

She has had an extensive work-up including labs and an MRI of the brain. All of this testing was normal. There is no indication of tumor or other debilitating medical condition causing the issues described above.

The symptoms that she describes are side effects of Carbon Monoxide exposure. She does state that she has a Carbon Monoxide detector in her current car that has registered in the normal range.

If you have any questions or concerns please feel free to reach me at the number listed below.

Sincerely,

Tiffanie A. Henderson, APRN, FNP-BC

RE: [REDACTED]
DOB: 5/16/1970

PROMEDICA PHYSICIANS FAMILY
MEDICINE/ROSSFORD
1215 Grassy Lane
Rossford OH 43460-1525
Phone: 419-661-9727
Dept Fax: 419-661-9730





Austin
San Antonio
Rio Grande Valley
Houston

060
Brandi Prejean
912 S. Capital of Texas Hwy, Suite 300
Austin, Texas 78746
Telephone: (512) 329-6666
Fax: (512) 327-4694
BPrejean@thorntonfirm.com

March 7, 2018

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

*Silsbee Ford Inc.
Attn: Fleet Department
PO Box 815
Silsbee, TX 77656-0815*

Re: City of McAllen Police Department Fleet
Employee: [REDACTED]
Date of injury: 11/02/2017

To whom it may concern:

Please be advised, our firm has been retained to represent the City of McAllen. The City of McAllen is a political subdivision who provides workers' compensation coverage to their employees through a self-insurance program authorized by the Texas Labor Code. The purpose of this correspondence is to provide notice of the City's workers' compensation subrogation interest for the above-referenced claim. Under Texas law, the City of McAllen holds a statutorily protected lien for the workers' compensation benefits paid to or on the behalf of its employee, Erika Lopez, who was injured by the negligence of Ford Motor Company.

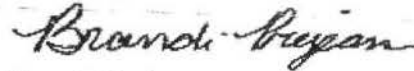
On November 2, 2017, Ms. [REDACTED] was working in her regular course of conduct as a police officer utilizing her patrol car, a Ford Explorer, and suffered injuries in the form of carbon monoxide poisoning. Ms. [REDACTED] was treated for her injuries at the McAllen Medical Center. The City of McAllen has paid for this treatment through their worker's compensation program and will continue to pay for treatment for the injuries, as medically necessary.

As a result of Ford's negligence, the City of McAllen has been required to pay workers' compensation benefits in this matter. At this time, the subrogation lien interest is \$1,438.00. The subrogation interest may increase with continued medical treatment or if the employee is unable to return to work earning her preinjury wages. Once all medical bills have been processed, our final lien will be submitted along with a copy of the medical bills and a demand for the final full amount of the lien. I will endeavor to keep you up-to-date on the amount of the lien at least quarterly. Please be advised that if you are contacted by an attorney under the auspices of

representing my client's interests, please inform the undersigned immediately to determine settlement authority. I will be further demanding that upon settlement my client be reimbursed by separate check made payable to the City of McAllen and sent to my attention at the above address.

Please advise as to whether or not you have been contacted by anyone representing Ms. Lopez. If so, please provide their contact information and any settlement offers made to them as of the date of this letter. The City of McAllen has received no settlement offers from you. I will provide you with additional documentation as it becomes available. In the meantime, please have a proper agent of Ford acknowledge receipt this notice letter.

Sincerely,

A handwritten signature in cursive script that reads "Brandi Prejean".

Brandi Prejean

BP/el

