

### Motor Vehicle Defect Notification

(Please print clearly in ink. If you do not wish to receive letters or other written solicitations from private attorneys, check below)

I DO NOT WISH TO RECEIVE WRITTEN SOLICITATION MATERIALS FROM AN ATTORNEY

Pursuant to the Florida Lemon Law, notice is given to the manufacturer as follows:

The vehicle has been out of service at least 15 days to repair one or more substantial defects.

3 or more repair attempts have been made to repair the same substantial defect or condition.

Description of continuing defect(s) or condition(s) fumes in cabin, carbon monoxide

(NOTE: this is not a complete list; the manufacturer should ascertain all repair information.)

I am requesting that you make a final attempt to correct the continuing substantial defect(s) or condition(s).

Vehicle Make Ford Model Explorer Year 2017

VIN 1FMSK71F818H [REDACTED] Date of Delivery 2/22/18

Name and City/State of selling dealer or leasing company (if applicable) Prestige Lincoln Mercury / Gainesville / FL

Name and City/State of authorized service agent(s) attempting previous repairs: Greenway Ford / Orlando / FL

Consumer Address [REDACTED]  
Jacksonville, FL

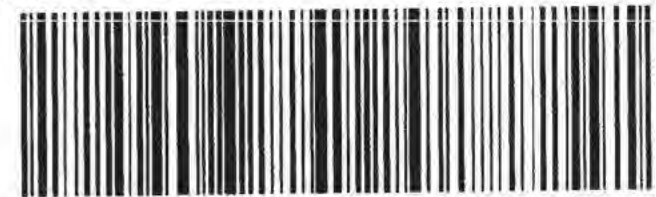
Home phone ( )  
Work phone ( )  
Signature [REDACTED]  
Date Mailed 11/16/18 ( )

FRI - 23 NOV AA  
EXPRESS SAVER

48126  
MI-US  
DTW

FedEx  
0215 8137 1104 0550

SH DTWA



FID 5070245 19NOV10 NRBA 553C1/38E7/0C8A

Form ID No. UC 133

Express

FedEx

Packages  
US Airbill

RT 525  
ST 20

2 16:30  
D 0550 11:21

FedEx Tracking Number

fedex.com 1 800 Fed-Ex 1 800 463 3339

1 From [Redacted] Date

Sender's Name Phone

Company

Address Dept./Floor/Suite/Room

City State ZIP

2 Your Internal Billing Reference

3 To Recipient's Name Phone

Company

Address Dept./Floor/Suite/Room

Address

City State ZIP

Hold Weekday  
FedEx location address  
REQUIRED. NOT available for  
FedEx First Overnight.

Hold Saturday  
FedEx location address  
REQUIRED. Available ONLY for  
FedEx Priority Overnight and  
FedEx 2Day to select locations.

4 Express Package Service \* To most locations. Packages up to 150 lbs.  
For packages over 150 lbs, see the  
FedEx Express by parcel & mail

Next Business Day

FedEx First Overnight  
Earliest next business morning delivery to select  
locations. Friday shipments will be delivered on  
Monday unless Saturday Delivery is selected.

FedEx Priority Overnight  
Next business morning. Friday shipments will be  
delivered on Monday unless Saturday Delivery  
is selected.

FedEx Standard Overnight  
Next business afternoon.  
Saturday Delivery NOT available.

2 or 3 Business Days

FedEx 2Day A.M.  
Second business morning.  
Saturday Delivery NOT available.

FedEx 2Day  
Second business afternoon. Thursday shipments  
will be delivered on Monday unless Saturday  
Delivery is selected.

FedEx Express Saver  
Third business day.  
Saturday Delivery NOT available.

5 Packaging \* Declared value limit \$500

FedEx Envelope\*  FedEx Pak\*  FedEx Box  FedEx Tube  Other

6 Special Handling and Delivery Signature Options Fees may apply. See the FedEx Service Guide.

Saturday Delivery  
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

No Signature Required  
Package may be left without  
obtaining a signature for delivery.

Direct Signature  
Someone at recipient's address  
may sign for delivery.

Indirect Signature  
If no one is available at recipient's  
address, someone at a neighboring  
address may sign for delivery. For  
residential deliveries only.

Does this shipment contain dangerous goods?

No  Yes As per attached Shipper's Declaration.  Yes Shipper's Declaration not required.  Dry Ice Dry Ice, 3 UN 1845 \_\_\_\_\_ kg

Restrictions apply for dangerous goods — see the current FedEx Service Guide.

Cargo Aircraft Only

7 Payment Bill to: Enter FedEx Acct No. or Credit Card No. below.

Sender Acct No. is Section 1 will be billed.  Recipient  Third Party  Credit Card  Cash/Check

Total Packages Total Weight Credit Card Auth



8137 1104 0550

fedex.com 1 800 Fed-Ex 1 800 463 3339

611



9001 E. COLONIAL DRIVE  
 TELEPHONE (407) 275-3200  
 ORLANDO, FLORIDA 32817  
 www.greenwayford.com



**GUARANTEED SATISFACTION!**

SERVICE HOURS	
Mon - Fri	7:00 am - 7:00 pm
Sat	7:30 am - 5:00 pm
Sun	Closed

**P & A CODE:**  
**04822-7**

STATE OF FLORIDA  
 REGISTRATION # MV 00211

I acknowledge receipt of the parts and labor operations as listed below warranty information entitled "Disclaimer Of Warranty And Limitation Of Remedies" along with other information required by F.S. Sections 559.901-559.923 is listed on the back of this document. I have read the material printed on the back and agree to it as part of this contract the same as if it were printed above my signature.

Adv: 887 KRISTINE NIGHTINGALE	Tag [REDACTED]	License JHZA05	1FM5K7F88 HGE [REDACTED]	Page 1	Invoice [REDACTED]
Invoice to [REDACTED]			Driver/Owner Information		
[REDACTED]			[REDACTED]		
ORLANDO, FL Cell [REDACTED]			ORLANDO, FL Cell [REDACTED]		
For Office Use			Vehicle Information		
Odometer in: 22393 Out:		Dist: IFA CUS C W Final	17 FORD EXPLORER LIMITD FWD 4DR SUV BLACK		
MFG: 004822		Stock#: 00TH1925			
Begin: 11/19/18	Done: 11/23/18	Invoiced: 11/23/18 15:50 KM	Inservice: 02/26/18	Production: 10/12/17	
Customer Concern					
Concern 24	PERFORM MULTI-POINT INSPECTION		Operation	Tech	Amount
Correction	PERFORM MULTI-POINT INSPECTION		99P	188 *	0.00
Type: C	Tech 188 DEFA, TECHNICIAN		Subtotal		
			TOTAL CHARGE FOR CONCERN 0.00		
Concern 25	WE WILL CHECK FOR OPEN RECALLS OR SERVICE ACTIONS ON YOUR FORD VEHICLE.		Operation	Tech	Amount
Correction	FOR VEHICLES OTHER THAN FORD PLEASE VISIT WWW.SAFERCAR.GOV. NOTIFIED CUSTOMER OF ANY OPEN FORD RECALLS OR SERVICE ACTIONS		OR	188	0.00
Type: C	Tech 188 DEFA, TECHNICIAN		Subtotal		
			TOTAL CHARGE FOR CONCERN 0.00		
summary of charges for Invoice c94415			Payment Distribution for Invoice c94415		
TOTAL CHARGE 0.00			CASH DUE 0.00		
			TOTAL CHARGE 0.00		
Attention: The following Invoices also exist WAR - WARRANTY					
If you have any questions - please see KRISTINE NIGHTINGALE					
SIGNATURE: _____					
WARRANTY COVERAGE VARIES, PLEASE SEE YOUR SERVICE ADVISOR FOR FURTHER DETAILS.					

CUSTOMER SIGNATURE X \_\_\_\_\_



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Adv: 887 KRISTINE NIGHTINGALE Tag 4228 License JHZA05 1FM5K7F88H [REDACTED] Page 2 (Last) Invoice [REDACTED]

Invoice to [REDACTED] Driver/Owner [REDACTED]

Invoiced: 11/23/18 15:50:51 KM 17 FORD EXPLORER LIMITD FWD 4DR SUV BLACK

[REDACTED] MANDATES A \$1.00 FEE FOR EACH NEW TIRE SOLD IN FLORIDA.  
 [REDACTED] MANDATES A \$1.50 FEE FOR EACH NEW/REMAN BATTERY SOLD IN FL

CUSTOMER SIGNATURE X \_\_\_\_\_



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Adv: B87 KRISTINE NIGHTINGALE	T [REDACTED] License [REDACTED]	1FM5K7F88 H [REDACTED]	Page 1	Invoice [REDACTED]
Estimate		Driver/Owner Information		
[REDACTED]		[REDACTED]		
ORLANDO, FL Cell: [REDACTED]		ORLANDO, FL Cell: [REDACTED]		
For Office Use		Vehicle Information		
Odometer in: 22393	Out: 22393	Dist: 1FA WAR C W	Quote	17 FORD EXPLORER LIMITD FWD 4DR SUV BLACK
	MFG: 004822		Stock#: 00TH1925	
Begin: 11/19/18	Done: 11/23/18	Invoiced: 11/23/18 15:50 KM	Inservice: 02/26/18	Production: 10/12/17
*** R.O. not Complete ***				
Concern 51	CUSTOMER STATES EXHAUST SMELL IN CAB WORST IN REAR SEATS, SEE HISTORY, PLEASE ADVISE	Operation	Tech Units	Amount
Cause	@	REPAIR	841 5.2	558.38
Correction	@			
Tech Notes	V.C.C. FOUND TSB 17-0044 RELATED WITH CONCERN. REMOVED REAR BUMPER AND TAIL LIGHT ASSEMB PRESSURE TEST BODY FOUND LEAKS AT VARIOUS BODY SEAMS, RESEAL BODY SEAMS, PRESSURE TESTED AGAIN RESEAL MORE SEAMS, PRESSURE TESTED A 3RD TIME O.K.. ADJUSTED REAR HATCH STRIKER. REMOVED LIFT GATE TRIM COVERS FOR ACCESS TO SEAL ALL ATTACHMENTS RESEAL REAR EVAPORATOR LINES. REPLACED MUFFLER TEST DROVE VEHICLE PASSED.			
Parts	Part Number PO# Note Description	Qty	Sell	
	FMC TA 2 B ADHESIVE	1	49.82	49.82
	FMC TA 2 B ADHESIVE	1	49.82	49.82
	FMC FB5Z 5230 B 67756 *MUFFLER ASY - CENTR	1	1030.22	1030.22
	Tech 841 CARDONA, KENDRY Cert#: 000759639			
	CONCERN CD : A99			
	FP- FB5Z5230B			
	Line Flags: PAR			
Concern 52	RENTAL	Operation	Tech Units	Amount
Correction	CONCERN CD : A99		0.0	

CUSTOMER SIGNATURE X \_\_\_\_\_



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Adv: B87 KRISTINE NIGHTINGALE	Tag	License	LFM5K7F88 HGE	Page 2	Invoice
Invoice to					
Invoiced: 11/23/18 15:50:56 KM			17 FORD EXPLORER LIMITD FWD 4DR SUV BLACK		
Summary of charges for Invoice			Payment Distribution for Invoice		
PARTS	1129.86	TOTAL CHARGE	1688.24		
LAB-MECHANICAL	558.38	FORD WARRANTY	1688.24		
TOTAL CHARGE	1688.24				
SIGNATURE: _____					

CUSTOMER SIGNATURE X \_\_\_\_\_



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Adv: B87 KRISTINE NIGHTINGALE Tag: [REDACTED] 1FM5K7F88 HC [REDACTED] Page 3 (Last) Invoice: [REDACTED]

Invoice to: [REDACTED]

Invoiced: 11/23/18 15:50:56 KM

17 FORD EXPLORER LIMITD FWD 4DR SUV BLACK

Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed	Units	Type
51	841	Begin	11/20/18 08:15	End	11/20/18 12:42	4:27	4.5	
		Begin	11/23/18 14:44	End	11/23/18 15:27	:43	.7	
				Total		5:10	5.2	

CUSTOMER SIGNATURE X \_\_\_\_\_



D114591 NS



OGC Lit  
Product Claims

Timothy J. Abeel, Jr.

25 Regency Plaza  
Glen Mills, PA 19342

tel: 888.830.1474  
tim@timothyabeel.com

www.timothyabeel.com

November 13, 2018

Fax (313) 845-5555

Ms. Cherie Leich  
Ford Consumer Affairs  
P.O. Box 70  
Dear Born, MI 48121

**RECEIVED**

NOV 27 2018

Re: [REDACTED] Ford Motor Company  
RE: 2016 Ford Explorer

To Whom It May Concern:

This is notification that Timothy Abeel & Associates, P.C. represents the above individual against Ford Motor Company for claims pursuant to New Jersey Lemon Law, Magnuson Moss Warranty Act and the New Jersey Consumer Fraud Act. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

Please do not have any further contact with our client, [REDACTED] only with the exception to expedite necessary warranty repairs.

Thank you for your attention to this matter. If you have any questions, please contact me at your earliest convenience.

Sincerely,

*Timothy J. Abeel, Jr.*

Timothy J. Abeel, Jr., Esq.

TJA/slm  
Enclosures



GENTILINI FORD INC.  
 555 JOHN S PENN BLVD  
 WOODBINE NJ 08270  
 800-861-0100

**RETAIL PURCHASE AGREEMENT**

CUSTOMER: [REDACTED]

Purchaser's Name(s): [REDACTED]  
 Address: [REDACTED] ELLEN, NJ  
 Telephone: [REDACTED] E-mail: [REDACTED]  
 D.O.B.: [REDACTED] D.L./State I.D.#: [REDACTED]

Deal Number: 80441  
 Date: 08/21/2018  
 County: SALEM

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. Unless otherwise indicated in this Agreement, the Odometer Reading for the Vehicle you are purchasing from us is accurate and the Vehicle is intended for registration in the State of New Jersey in the condition sold.

YEAR 2016	MAKE FORD	MODEL EXPLORER	COLOR BLUE	STOCK NO. FA41746
UNIVERSAL NO. (FMSKIDS)	ODOMETER READING <input type="checkbox"/> Not Accurate		25851	
SALES PERSON JOHN HOAGLAND	PRIOR USE DISCLOSURE			
<input type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> PRIOR LEASE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER				

**WARRANTY STATEMENT**  
 Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the implied warranties.

**CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción española: Ver el dorso. This Vehicle is being provided to you by our Dealership:

AS-IS: We expressly disclaim all warranties, express and implied, including the implied warranties of merchantability and fitness for a particular purpose. Please see the attached:  
 Acknowledgement of As-Is Transaction or  As is Disclosure Form  
 Waiver of Used Motor Vehicle Limited Warranty

WITH THE FOLLOWING USED MOTOR VEHICLE LIMITED WARRANTY:  
 24,000 miles or less, the warranty is 90 days or 3,000 miles, whichever comes first.  
 24,001 to 60,000 miles, the warranty is 60 days or 2,000 miles, whichever comes first.  
 60,001 to 100,000 miles, the warranty is 30 days or 1,000 miles, whichever comes first.

Please see attached Used Motor Vehicle Limited Warranty. Any implied warranties are limited in duration to the term of the Limited Warranty.

OTHER: \_\_\_\_\_  
 X \_\_\_\_\_ X \_\_\_\_\_

**TRADE-IN VEHICLE INFORMATION**

Year: N/A	Make: N/A	Model: N/A	Color: N/A
VIN/Serial No: N/A	Odometer Reading: <input type="checkbox"/> Not Accurate N/A		
Trade-in Allowance: N/A	Balance Owed & Lienholder: N/A		

**USED MOTOR VEHICLE INSPECTION DISCLOSURE STATEMENT**  
 Pursuant to New Jersey Law, this Vehicle meets the State Inspection Standards for the issuance of a certificate of approval. You must have the Vehicle inspected by an official inspection facility within 14 days of the date of issuance of the temporary authorization certificate for the Vehicle by the Division of Motor Vehicles. If the Vehicle fails to pass the inspection, you must return it to us and we will pay for or make all necessary repairs to the Vehicle or return all of your payments to you, unless such defects are the result of your own act(s) or you agree to waive our obligation to do so.

By signing below, you agree to waive the Dealership's obligation to repair the Vehicle or refund any amounts you have paid toward the purchase price if the Vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the Vehicle fails the inspection due to an item covered by a Used Motor Vehicle Limited Warranty provided in connection with this transaction.  
 X \_\_\_\_\_ X \_\_\_\_\_

**OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS**

\*\*The Deposit/Down Payment received from you is not refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for \_\_\_\_\_ days.  
 X \_\_\_\_\_ N/A \_\_\_\_\_ X \_\_\_\_\_ N/A \_\_\_\_\_

IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION  
 IF BOX IS MARKED, PLEASE SEE THE SPOT DELIVERY AGREEMENT

CASH PRICE OF VEHICLE	30500.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
TOTAL SELLING PRICE	30500.00
SERVICE CONTRACT	2005.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
*PRE-DELIVERY AND DOCUMENTARY SERVICES:	N/A
	249.00
SUBTOTAL	32754.00
STATE SALES TAX	2169.95
N/A	N/A
REGISTRATION/TITLE FEES	161.50
<input type="checkbox"/> NEW/ <input type="checkbox"/> TRANSFER TAG#	
Online MV Fee	8.30
N/A	N/A
TOTAL AMOUNT DUE	35093.75
DEPOSIT/DOWN PAYMENT**	- 5000.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
UNPAID BALANCE DUE	30093.75
CASH DUE AT DELIVERY	N/A
BALANCE TO FINANCE	30093.75

\*PRE-DELIVERY AND DOCUMENTARY SERVICE FEES: You have a right to a written itemized price for each specific pre-delivery and/or documentary service which is to be performed. The automotive dealer may not charge for pre-delivery services for which the Dealer receives payment, credit or other value from any person or entity other than you, the Purchaser.

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Representative of the Dealership.

[REDACTED] 08/21/2018 Date Accepted by Authorized Dealership Representative 08/21/2018 Date

LOT LOCATION  
CUSTOMER #:

\*INVOICE\*



555 John S. Penn Boulevard  
Woodbine, NJ 08270  
Main Phone: (800) 861-0100 • (800) 648-0242  
Service Phone: (800) 861-8191 • Service Fax: (800) 861-2630  
www.gentiliford.com

PAGE 1

HOME:  
BUS:

SERVICE ADVISOR: 55026 CHRIS J GUNSTON

COLOR	16	MAKE/MODEL	FORD EXPLORER	VIN	1FM5K8D88GG	LICENSE	MILEAGE IN / OUT	TAG
DEL DATE	21AUG18	PROD. DATE	11OCT18	PROMISED	WAIT 11OCT18	PO NO.	27380/27380	INV.
R.O. OPENED	10:16 11OCT18	READY	11:16 11OCT18	OPTIONS:	SOLD-STK:	16.00 CASH	11OCT18	
						ENG: 3.5 Liter T1-VCT		

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL  
17N03 WAS ALREADY PERFORMED

CAUSE: MISC OPERATION  
170044A 17-0044A REPROGRAM HEATER A/C MODULE  
21942 WF 0.70

PC: PART#: COUNT:  
CLAIM TYPE:  
AUTH CODE:  
21942

(N/C)



Original Estimate (Parts & Labor)	Authorized/Requested ACP/Retain	Approved By:	Date & Time	Telephone # Called	ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	DESCRIPTION	TOTALS
							LABOR AMOUNT
						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

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs listed in this invoice and that you received for had the opportunity to inspect any replaced parts as requested by you. The vehicle is being returned to you at exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

\*SHOP SUPPLY COSTS: We have added a charge equal to 10% of the total cost of labor and parts; not to exceed \$100, to the Repair Order for shop supplies used in connection with this repair.

Dealer's name and address

CUSTOMER COPY

Timothy Abeel and Associates  
25 Regency Plaza  
Glen Mills, PA. 19342

WILMINGTON DE 197

14 NOV 2018PM 1 L



Ms. Cherie Leich  
Ford Consumer Affairs  
P.O. Box 70  
Dearborn, MI. 48121

48121\$0070



LOT LOCATION:  
 CUSTOMER #: [REDACTED]



\*INVOICE\*

555 John S. Penn Boulevard  
 Woodbine, NJ 08270  
 Main Phone: (609) 861-0100 · (800) 648-0242  
 Service Phone: (609) 861-9191 · Service Fax: (609) 861-2630  
 www.gentilinford.com

ELMER, NJ  
 HOME:  
 BUS:

PAGE 1

SERVICE ADVISOR: 1060 PETER D PETERS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLUE	16	FORD EXPLORER	1FM5K8D88G [REDACTED]		28236/28297	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. D
21AUG18 DD			17:00 23NOV18		116.00	CASH	26NOV18
R.O. OPENED	READY	OPTIONS:	SOLD-STK:	ENG:			
09:48 23NOV18	15:44 26NOV18		[REDACTED]	3.5 Liter Ti-VCT			

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

A CUSTOMER STATES VEHICLE IS LEAKING CHOCOLATE COLOR SUBSTANCE, SENT VEHICLE TO VINELAND HOSPITAL TO SWAP OUT

51 BODY ELECTRICAL

- 1030 ISP 0.00
- 1 030934 GAS ENGINE DYE
- 1 DB5Z\*7034\*C VALVE ASY - VENT

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

28236 PTU vent hose loose on PTU Verify concern, inspect found PTU vent hose came off PTU, reattach hose, hose loose on PTU, replace PTU vent hose, clean off transmission and PTU, check and set level, road test, verify repair

\*\*\*\*\*



Original Estimate (Parts & Labor)	Authorized/Requested Add'l Repairs	Approved By:	Date & Time	Telephone # Called	ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	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	

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

\*SHOP SUPPLY COSTS: We have added a charge equal to N/A% of the total cost of labor and parts, not to exceed \$N/A, to the Repair Order for shop supplies used in connection with this repair.

LOT LOCATION:

CUSTOMER #:



\*INVOICE\*

555 John S. Peter Boulevard

Woodbine, NJ 08270

Main Phone: (609) 881-0100 Fax: 648-0242

Service Phone: (609) 881-8191 Service Fax: (609) 861-2630

www.gentilinford.com

PAGE 1

ELMER, NJ

HOME:

BUS:

CONT:

CELL:

SERVICE ADVISOR: 1060 PETER D PETERS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAD	
BLUE	16	FORD EXPLORER	1FM5KED88GG		28053/28053	T746	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
21AUG18 DE			17:00 30NOV18		116.00	CASH	18
R.O. OPENED	READY	OPTIONS:	SOLD-STK:F	ENG:3.5_Liter_T1-VCT			
12:50 06NOV18	14:44 21NOV18				LIST	NET	TOTAL

LINE OPCODE TECH TYPE HOURS  
 A CUSTOMER STATES VEHICLE HAS A ODOR COMING FROM THE FRONT OF VEHICLE  
 //SEEMS WORSE WHEN FIRST STARTING AFTER SITTING AND  
 ACCELERATING TO HIGHWAY SPEEDS//WORSE WITH VENTS CLOSED  
 //NORMAN ROADTESTED WITH CUSTOMER LAST WEEK TO VERIFY CONCERN  
 CAUSE: LEAKING

6007D ENGINE OIL LEAKS - DIAGNOSIS - L

- 1030 WF 0.50 (N/C)
- 1 030934 GAS ENGINE DYE (N/C)
- 2 \*W712435\*S439 NUT (N/C)
- 1 BB5Z\*4B422\*A CIRCLIP - INNER (N/C)
- 1 AT4Z\*9H486\*A GASKET (N/C)
- 3 \*W714722\*S437 BOLT (N/C)
- 2 \*W712146\*S437 BOLT (N/C)
- 1 7T4Z\*9450\*AA GASKET (N/C)
- 4 \*W714265\*S441 NUT (N/C)
- 4 \*W505277\*S439 SCREW (N/C)
- 2 \*W520215\*S440 NUT - HEX. (N/C)
- 2 \*W714890\*S440 NUT AND WASHER ASY (N/C)
- 1 \*W712961\*S439 BOLT (N/C)
- 4 \*W710999\*S439 SCREW AND WASHER ASY (N/C)
- 2 \*W717859\*S439 BOLT (N/C)
- 2 \*W714470\*S439 BOLT (N/C)
- 4 \*W711918\*S439 BOLT (N/C)
- 1 CG1Z\*6335\*A RETAINER - CRANKSHAFT OIL SEAL (N/C)
- 4 \*W503277\*S437 BOLT - HEX. HEAD - FLANGED (N/C)
- 2 ZC\*31\*B CLEANER - METAL SURFACE (N/C)
- 1 ZC\*30\*A REMOVER - SILICONE (N/C)
- 1 TA\*357\* SEALANT - SILICONE (N/C)
- 1 DB5Z\*7275\*E KIT (N/C)
- 1 FL\*500\*SB12 FILTER ASY - OIL (N/C)
- 6 XO\*5W20\*BSP MOTORCRAFT SAE 5W-20 API GF-5 (N/C)
- 1 FB5Z\*5230\*B MUFFLER ASY - CENTRE AND REAR (N/C)
- 1 EB5Z\*5A231\*A CLAMP - EXHAUST (N/C)
- 1 TA\*2\*B ADHESIVE (N/C)

Original Estimate (Parts & Labor)	Additional/Requested Add'l Items	Approved By:	Date & Time	Telephone # Called	ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	DESCRIPTION	TOTALS
						LABOR AMOUNT	
						PARTS AMOUNT	
						GAS, OIL, LUBE	
						SUBLET AMOUNT	
						*MISC. CHARGES	
						TOTAL CHARGES	
						LESS INSURANCE	
						SALES TAX	
						PLEASE PAY THIS AMOUNT	

\*SHOP SUPPLY COSTS: We have added a charge equal to N/A% of the total cost of labor and parts, not to exceed 5N/A, to the Repair Order for shop supplies used in connection with the repair.

Customer 2014-2016 Model Year 1.6L 1.8L 2.0L 2.3L 2.5L 3.0L 3.5L 4.0L 4.6L 5.0L 5.4L 5.7L 6.0L 6.2L 6.4L 6.8L 7.0L 7.3L 7.6L 7.8L 8.0L 8.4L 8.7L 9.0L 9.4L 9.7L 10.0L 10.4L 10.7L 11.0L 11.4L 11.7L 12.0L 12.4L 12.7L 13.0L 13.4L 13.7L 14.0L 14.4L 14.7L 15.0L 15.4L 15.7L 16.0L 16.4L 16.7L 17.0L 17.4L 17.7L 18.0L 18.4L 18.7L 19.0L 19.4L 19.7L 20.0L 20.4L 20.7L 21.0L 21.4L 21.7L 22.0L 22.4L 22.7L 23.0L 23.4L 23.7L 24.0L 24.4L 24.7L 25.0L 25.4L 25.7L 26.0L 26.4L 26.7L 27.0L 27.4L 27.7L 28.0L 28.4L 28.7L 29.0L 29.4L 29.7L 30.0L 30.4L 30.7L 31.0L 31.4L 31.7L 32.0L 32.4L 32.7L 33.0L 33.4L 33.7L 34.0L 34.4L 34.7L 35.0L 35.4L 35.7L 36.0L 36.4L 36.7L 37.0L 37.4L 37.7L 38.0L 38.4L 38.7L 39.0L 39.4L 39.7L 40.0L 40.4L 40.7L 41.0L 41.4L 41.7L 42.0L 42.4L 42.7L 43.0L 43.4L 43.7L 44.0L 44.4L 44.7L 45.0L 45.4L 45.7L 46.0L 46.4L 46.7L 47.0L 47.4L 47.7L 48.0L 48.4L 48.7L 49.0L 49.4L 49.7L 50.0L 50.4L 50.7L 51.0L 51.4L 51.7L 52.0L 52.4L 52.7L 53.0L 53.4L 53.7L 54.0L 54.4L 54.7L 55.0L 55.4L 55.7L 56.0L 56.4L 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LOT LOCATION:

CUSTOMER #:



\*INVOICE\*

PAGE 2

355 John S. Penn Boulevard  
Woodbine, NJ 08270  
Main Phone: (800) 961-2100 / (908) 648-2342  
Service Phone: (908) 801-9101 / Service Fax: (908) 961-2620  
www.pentastarford.com

ELMER, NO  
HOME:  
BUS:

SERVICE ADVISOR: 1060 PETER D PETERS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLUE	16	FORD EXPLORER	1FM5K8D88G		28053/28053		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PG NO.	RATE	PAYMENT	INV.
21AUG18			17:00 30NOV18		116.00	CASH	21NOV18
R.O. OPENED	READY	OPTIONS:	SOLD-STK: ENG:3.5 Liter T1-VCT				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
6761A			SEAL - CRANKSHAFT REAR MAIN (FULL CIRCLE TYPE) - REPLACE (6335/6701/6K301) - L	1030 WF 7.00			(N/C)
FC:	PART#:	COUNT:					
CLAIM TYPE:							
AUTH CODE:							
1030							

B\*\* ROAD TEST FOR SMELL CONCERN  
CAUSE: MISC OPERATION

- MISC MISC OPERATION (N/C)
- 1030 WF 6.60 (N/C)
- 1 FB5Z\*7829164\*AA MOULDING (N/C)
- 1 FB5Z\*7829165\*AA MOULDING (N/C)
- 4 \*W706092\*S300 RIVET - BLIND (N/C)
- 1 4L3Z\*18203A16\*AA INSULATOR - DOOR OUTER PANEL (N/C)
- 1 CK4Z\*13014\*B INSULATOR - TUNNEL (N/C)

Original Estimate (Parts & Labor)	Authorized/Requested (Add) Repairs	Approved By:	Date & Time	Telephone # Called	ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	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

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS/IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY AND FITNESS FOR A PARTICULAR PURPOSE. AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY AND LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you released (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE: \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE: \_\_\_\_\_

\*SHOP SUPPLY COSTS: We have added a charge equal to N/A% of the total cost of labor and parts, not to exceed 1N/A, to the Repair Order for shop supplies used in connection with this repair.



Timothy J. Abeel, Jr.

25 Regency Plaza  
Glen Mills, PA 19342

tel: 888.830.1474  
tim@timothyabeel.com

[www.timothyabeel.com](http://www.timothyabeel.com)

November 13, 2018

Fax (313) 845-5555

Ms. Cherie Leich  
Ford Consumer Affairs  
P.O. Box 70  
Dear Born, MI 48121

Re: [REDACTED] **Ford Motor Company**  
**RE: 2016 Ford Explorer**

To Whom It May Concern:

This is notification that Timothy Abeel & Associates, P.C. represents the above individual against Ford Motor Company for claims pursuant to New Jersey Lemon Law, Magnuson Moss Warranty Act and the New Jersey Consumer Fraud Act. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

Please do not have any further contact with our client, [REDACTED] only with the exception to expedite necessary warranty repairs.

Thank you for your attention to this matter. If you have any questions, please contact me at your earliest convenience.

Sincerely,

*Timothy J. Abeel, Jr.*

Timothy J. Abeel, Jr., Esq.

TJA/slm  
Enclosures





D174752 IL

# LAW OFFICE OF MIKE K. KIM

55 E. MONROE ST., SUITE 3800  
CHICAGO, IL 60603  
(773) 338-7223 – Office  
(312) 962-8800 – Fax  
www.illinoislemoncar.com  
mike@illinoislemoncar.com

November 27, 2018

**RECEIVED**  
NOV 30 2018

Ford Motor Company  
Customer Relationship Center  
16800 Executive Plaza Drive  
P.O. Box 6248  
Dearborn, MI 48126

**RE:** [REDACTED], Ford Motor Company  
2017 Ford Explorer  
**VIN:** 1FM5K8HTXHC [REDACTED]


To Whom It May Concern:

Please be advised that I represent Patricia Rivera regarding the sale of the above-referenced vehicle. Pursuant to the Illinois Uniform Commercial Code and the Federal Magnuson-Moss Warranty Act, (which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies), my client hereby revokes acceptance of the above-referenced vehicle. My client is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle and payment to her of all the monies expended putting her back in the position she was prior to the contract.

My client intend to hold you liable for all other foreseeable damages due to the nonconforming vehicle, including attorneys' fees incurred in enforcing her rights pursuant to 15 USC 2310 (d)(2). Since the date my client took delivery, the vehicle has been in for repairs for multiple occasions, and the vehicle continues to experience problems.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with my client concerning her legal claims must be directed through my office. However, pursuant to the warranty, you are still obligated to make any further necessary warranty repairs.

I look forward to resolving my client's issues with you prior to filing of a lawsuit. As you know, the Magnuson-Moss Warranty Act provides for my client's attorneys' fees to be paid by you if she prevails. **Please contact me before the accumulation of attorneys' fees, filing a lawsuit, court costs, and additional expenses.** Thank you for your anticipated cooperation.

Very truly yours,  
**LAW OFFICE OF MIKE K. KIM**  
  
Mike K. Kim  
Attorney at Law

MKK/

# Repair Order Detail - Customer Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]

Phone(s): Contact: [REDACTED]

Main: [REDACTED]

Cell:

Vehicle: 1FM5K8HTXHGA [REDACTED]

2017 EXPL

Mileage: 11,094

Payment type: CASH

Waiter: No

Service advisor: 6113

Promised time: 06:00 PM

Estimate: 0.00

Tag number: T2943

Promised date: 10/27/2017

A PERFORM CUSTOMER COMPLIMENTARY MULTI POINT VEHICLE INSPECTION  
 99P IWWF PERFORM CUSTOMER COMPLIMENTARY MULTI POINT VEHICLE INSPECTION N/C

Tech(s): 845  
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00

B CUSTOMER STATES EXHAUST SMELL IN PASSENGER COMPARTMENT, INTERMITTENT, INSPET AND ADVISE E41  
 EX IWWF CHECK EXHAUST SYSTEM N/C

- Tech(s): 845
- BB5Z\*7841617\*A 1 SEAL KIT N/C
- DB5Z\*5202\*A 2 EXH TIP N/C
- CK4Z\*13014\*B 2 INSULATOR - TUNNEL N/C
- 4M8Z\*54280B62\*A 3 VALVE ASY - AUTO DRAIN N/C
- 4L3Z\*18203A16\*AA 1 INSULATOR - DOOR OUTER PANEL N/C
- BB5Z\*61280B62\*B 2 GRILLE ASY - VENT AIR OUTER N/C
- BB5Z\*78404A06\*C 1 WEATHERSTRIP N/C
- HB5Z\*78442K03\*A 1 SEAL KIT N/C
- PM\*13\*A 1 SEALER N/C
- TA\*2\*B 1 ADHESIVE N/C
- TA\*19\*C 1 ADHESIVE N/C
- FB5Z\*7829164\*AA 1 MOULDING N/C
- FB5Z\*7829165\*AA 1 MOULDING N/C
- \*W706092\*S300 8 RIVET - BLIND N/C

WIP IWWF 10.27  
 Tech(s): 845  
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

Story: 11094 UPDATED HVAC MODULE COMPLETED ALL STEPS STATED IN TSB HAD TO TAKE BRUSH AND MANUALLY PUSH CAULK UNDER COATING INTO MOST SEAMS UNDER SIDE IN ORDER TO SEAL PROPERLY HAD TO GO OVER THEM MULTIPLE TIMES OTHERWISE IN ORDER TO SEAL LONG PROCESS COMPLETED EVERY ASPECT OF TSB AS STATED RETEST OK.

C CUSTOMER STATES KICK TO OPEN TAILGATE INOPERABLE, INTERMITTENT, INSPECT AND ADVISE L15  
 TR IWWF TRIM / BODY / MISC N/C

- Tech(s): 845
- DG9Z\*14526\*N 1 CIRCUIT BREAKER ASY N/C

WIP IWWF 10.27.16  
 Tech(s): 845  
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line C: 0.00



# IL MVR Report

1640 W Carroll Ave, Suite 100  
Chicago, IL 60612-2502  
312-883-2332  
www.vitu.com

**SUCCESS: SEE INFORMATION BELOW**

Stock #      Reference #      Requestor Name      Requestor

## Repair Order Detail - Customer Copy

RO Number: [REDACTED]      RO Status: CLOSED

Customer: [REDACTED]	Mail: [REDACTED]	Cell:
Phone(s) Contact: [REDACTED]	2017 EXPL	
Vehicle: 1FM5K8HTXHG, [REDACTED]		
Mileage: 11,094	Payment type: CASH	Waiter: No
Service advisor: 6113	Promised time: 06:00 PM	Estimate: 0.00
Tag number: T2943	Promised date: 10/27/2017	

Story: 11094 VERIFY CONCERN LIFT GATE WORKS WITH RKE DOUBLE BUTTON BUTTON ON DASH BUT NOT KICK TO OPEN CHECK FUSE F10 BCM A TRIPLE FUSE OK CHECK POWERS AND GROUND TO KICK TO OPEN MODULE OK PULL CODES NOTHING NO MESSAGES ABOUT CONCERN TEST KNOWN VEHICLE IN SHOP SAME YEAR MODEL FOR OPERATION REALIZED THAT THE LIFT GATE ON THIS ONE WON'T OPEN IF LOCKED AND KEY IN HAND VEHICLE WOULDN'T PICKING UP THE KEY IN REAR, REAR TRUNK AREA TO ACCESS REAR ANTENNA FOR PASSIVE ENTRY FOUND THAT CONNECTOR WAS LOOSE WHEN TRYING TO PLUG IN FOUND CONNECTOR WAS MISSING LOCKING TAB FOUND CONNECTOR IN SHOP THAT MATCH PUSH OUT C4378 PIN 1 2 AND USED CONNECTOR RETEST OK.

D WORKS- GAS ENGINE, O/F CHANGE. TIRE ROTATION, AND MULTIPOINT INSPECTION MANUFACTURER RECOMMENDATION AFTER ANY WHEEL(S) ARE REMOVED CUSTOMER IS ADVISED TO RETURN WITHIN 100 MILES TO HAVE WHEELS RETORQUED. FAILURE TO COMPLY MAY RESULT IN DAMAGE/INJURY. N/C

WRKS IWWF WORKS- GAS ENGINE, O/F CHANGE. TIRE ROTATION, AND MULTIPOINT INSPECTION.MANUFACTURER RECOMMENDATION AFTER ANY WHEEL(S) ARE REMOVED CUSTOMER IS ADVISED TO RETURN WITHIN 100 MILES TO HAVE WHEELS RETORQUED. FAILURE TO COMPLY MAY RESULT IN DAMAGE/INJURY.

Tech(s): 845				
WORKS	COUP DISCOUNTS			N/C
COUP	FREE OIL CHANGE COUPON			N/C
AA5Z*6714*A		1 FILTER ASY - OIL		N/C
5W30		6 MOTOR OIL		N/C
Pts: 0.00	Lbr: 0.00	Other: 0.00	Total Line D:	0.00

E\*\* LOANER VEHICLE, 4 DAYS N/C

99	IWWF	LOANER VEHICLE		
Tech(s): 999				N/C
Pts: 0.00	Lbr: 0.00	Other: 0.00	Total Line E:	0.00

# Repair Order Detail - Customer Copy

RO Number [REDACTED]      RO Status: CLOSED

Customer: [REDACTED]	Main: [REDACTED]	Cell:
Phone(s): Contact: [REDACTED]	2017 EXPL	
Vehicle: 1FM5K8HTXHG [REDACTED]		
Mileage: 11,094	Payment type: CASH	Waiter: No
Service advisor: 6113	Promised time: 06:00 PM	Estimate: 0.00
Tag number: T2943	Promised date: 10/27/2017	

F**	PERFORM BRAKE INSPECTION, BRAKES ARE OK AT THIS TIME	
GBK	IWWF PERFORM BRAKE INSPECTION, BRAKES ARE OK AT THIS TIME	N/C

Tech(s):	845				
Pts:	0.00	Lbr:	0.00	Other:	0.00 Total Line F: 0.00

G	PERFORM TIRE INSPECTION, TIRES ARE OK AT THIS TIME	
GTIRE	IWWF PERFORM TIRE INSPECTION, TIRES ARE OK AT THIS TIME	N/C

Tech(s):	845				
Pts:	0.00	Lbr:	0.00	Other:	0.00 Total Line G: 0.00

H**	PERFORM BATTERY INSPECTION, BATTERY IS OK AT THIS TIME	
GBATT	IWWF PERFORM BATTERY INSPECTION, BATTERY IS OK AT THIS TIME	N/C

Tech(s):	999				
Pts:	0.00	Lbr:	0.00	Other:	0.00 Total Line H: 0.00

Customer Pay	
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

# Repair Order Detail - Customer Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]  
Phone(s): Contact [REDACTED]  
Vehicle: 1FM5K8HTXH [REDACTED]

Main: ( [REDACTED]  
2017 EXPL

Cell:

Mileage: 18,414  
Service advisor: 2731  
Tag number: T4097

Payment type: CASH  
Promised time: 06:00 PM  
Promised date: 10/22/2018

Waiter: No  
Estimate: 0.00

A PERFORM CUSTOMER COMPLIMENTARY MULTI POINT VEHICLE INSPECTION IF WHEELS OR TIRES ARE REMOVED AT TIME OF SERVICE MANUFACTURER RECOMMENDS CUSTOMER TO RETURN WITHIN 100 MILES TO HAVE WHEELS RETORQUED

99P IWWF PERFORM CUSTOMER COMPLIMENTARY MULTI POINT VEHICLE INSPECTION IF WHEELS OR TIRES ARE REMOVED AT TIME OF SERVICE MANUFACTURER RECOMMENDS CUSTOMER TO RETURN WITHIN 100 MILES TO HAVE WHEELS RETORQUED N/C

Tech(s): 999

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00

B WORKS- GAS ENGINE, O/F CHANGE. TIRE ROTATION, AND MULTIPOINT INSPECTION.MANUFACTURER RECOMMENDATION AFTER ANY WHEEL(S) ARE REMOVED CUSTOMER IS ADVISED TO RETURN WITHIN 100 MILES TO HAVE WHEELS RETORQUED. FAILURE TO COMPLY MAY RESULT IN DAMAGE/INJURY.

WRKS IWWF WORKS- GAS ENGINE, O/F CHANGE. TIRE ROTATION, AND MULTIPOINT INSPECTION.MANUFACTURER RECOMMENDATION AFTER ANY WHEEL(S) ARE REMOVED CUSTOMER IS ADVISED TO RETURN WITHIN 100 MILES TO HAVE WHEELS RETORQUED. FAILURE TO COMPLY MAY RESULT IN DAMAGE/INJURY. N/C

Tech(s): 999

WORKS COUP DISCOUNTS

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

C CUSTOMER STATES NOISE AND JERKING ON ACCELERATION INSPECT AND ADVISE

AT IWWF AUTOMATIC TRANSMISSION N/C

# Repair Order Detail - Customer Copy

RO Number: [REDACTED] RO Status: CLOSED

Customer: [REDACTED]  
 Phone(s): Contact: [REDACTED] Main: ([REDACTED]) Cell:  
 Vehicle: 1FM5K8HTXHG 2017 EXPL

Mileage: 18,414 Payment type: CASH Waiter: No  
 Service advisor: 2731 Promised time: 06:00 PM Estimate: 0.00  
 Tag number: T4097 Promised date: 10/22/2018

Tech(s): 999		
BT4Z*7153*A	1 KIT - GASKET	N/C
8A8Z*7222*C	1 COVER - CLUTCH HOUSING	N/C
DT4Z*7J250*A	1 CLUTCH ASY - OVERDRIVE	N/C
BT4Z*7E085*A	1 SPRING - WAVE - FORWARD CLUTCH	N/C
BT4Z*7B066*A	1 SPACER	N/C
7T4Z*7B442*D	3 DRIVEN PLATE - STEEL	N/C
DT4Z*7B164*D	3 PLATE ASY - DRIVE	N/C
XT*10*QLVC	10 OIL - AUTOMATIC TRANSMISSION	N/C
DB5Z*19712*F	1 CONDENSER ASY	N/C
AA5Z*7G391*A	1 MODULE - TRANSMISSION CONTROL	N/C
BT4Z*7A100*B	1 CONTROL ASY - TRANSMISSION	N/C

WIP IWWF WIP 10.27.18 LP N/C

Tech(s): 22

WIP IWWF 11.16 N/C

Tech(s): 22

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line C: 0.00

D\*\* CUSTOMER STATES OIL LEAK INSPECT AND ADVISE  
 EN IWWF ENGINE N/C

Tech(s): 999		
DG1Z*8501*C	1 PUMP ASY - WATER	N/C
VC*3*B	1 ANTI-FREEZE	N/C
TA*357*	1 SEALANT - SILICONE	N/C
XW4Z*6700*AA	1 SEAL ASY - CRANKSHAFT OIL - FR	N/C
F5RZ*6A340*B	1 BOLT - FLANGED HEX.	N/C
FG1Z*6584*A	1 GASKET	N/C
FG1Z*6584*B	1 GASKET	N/C
6E5Z*6C535*AB	2 SEAL - VALVE	N/C
BR3Z*6C535*B	6 SEAL - VALVE	N/C
AA5Z*6714*A	1 FILTER ASY - OIL	N/C
XO*5W30*Q1SP	6 MOTORCRAFT SAE 5W-30 API GF-5	N/C
ZC*30*A	1 REMOVER - SILICONE	N/C
ZC*31*B	1 CLEANER - METAL SURFACE	N/C
AA5Z*6N652*A	1 GASKET	N/C
AA5Z*6N865*C	3 BOLT - HEX.HEAD	N/C
AA5Z*00810*B	4 WASHER - SPECIAL	N/C

# Repair Order Detail - Customer Copy

RO Number: [REDACTED] RO Status: CLOSED

Customer: [REDACTED]

Phone(s): Contact: [REDACTED]

Vehicle: 1FM5K8HTXHG [REDACTED]

Main: [REDACTED]

2017 EXPL

Cell:

Mileage: 18,414

Service advisor: 2731

Tag number: T4097

Payment type: CASH

Promised time: 06:00 PM

Promised date: 10/22/2018

Waiter: No

Estimate: 0.00

-----  
Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line D: 0.00  
-----

Customer Pay

Labor 0.00

Parts 0.00

Lube 0.00

Sublet 0.00

Miscellaneous/Shop Charge 0.00

Deductible 0.00

Total Charges 0.00

Less Insurance/Adjustment 0.00

Sales Tax 0.00

Total 0.00

# Repair Order Detail - Customer Copy

RO Number: [REDACTED]

RO Status: CLOSED

Customer: [REDACTED]  
 Phone(s): Contact: [REDACTED]  
 Vehicle: 1FM5K8HTXHG [REDACTED]

Main: [REDACTED]  
 2017 EXPL [REDACTED]

Cell:

Mileage: 15,279  
 Service advisor: 5031  
 Tag number: [REDACTED]

Payment type: CASH  
 Promised time: 06:00 PM  
 Promised date: 07/12/2018

Waiter: No  
 Estimate: 0.00

A      PERFORM CUSTOMER COMPLIMENTARY MULTI POINT VEHICLE INSPECTION  
 99P            ISP      PERFORM CUSTOMER COMPLIMENTARY MULTI POINT VEHICLE INSPECTION      N/C

Tech(s): 2789  
 Pts:      0.00 Lbr:                      0.00 Other:                      0.00 Total Line A:                      0.00

B      CUSTOMER STATES CRICKET/CREAKING NOISE IN REAR. DOES NOT OCCUR ON SMOOTH SURFACES. THE NOISE HAD BEEN PRESENT CONSTANTLY FOR THE LAST TWO WEEKS ON ROUGH OR UNEVEN PAVEMENT UP UNTIL THIS MORNING ON THE WAY HERE WHERE IT ONLY OCCURED 2 TIMES. IT GENERALLY OCCURS AS SOON AS YOU START DRIVING & THERE DOES NOT SEEM TO BE A WARM UP PERIOD. ROAD TEST, INSPECT AND ADVISE.

1006D            WF      NON ROTATIONAL NOISE - WIRELESS ELECTRONIC CHASSIS EARS - DIAGNOSE - L      N/C

Tech(s): 2789  
 FB5Z\*7842906\*BA                      1 TRIM - TAILGATE  
 46404B            WF      PANEL-LIFTGATE INSIDE TRIM - REMOVE AND INSTALL (40704/42906/46404) - L      N/C

Tech(s): 2789  
 46404B1            WF      PANEL-LIFTGATE INSIDE TRIM - REPLACE (42906/46404) - L      N/C

Tech(s): 2789  
 Pts:      0.00 Lbr:                      0.00 Other:                      0.00 Total Line B:                      0.00

Story: 14215 ROAD TEST AND LISTENED WITH WIRELESS CHASSIS EARS AND ISOLATED THE NOISE TO THE REAR LIFT GATE INTERIOR TRIM PANEL. REMOVED AND REPLACED TAIL GATE PANEL AS NEEDED. REASSEMBLE, ROAD TEST AND RECHECK. VEHICLE IS OPERATING AS DESIGNED AT THIS TIME.

C\*\*      17N03 CARBON MONOXIDE CONCERNS  
 17N03B            WF      17N03      N/C

Tech(s): 2789  
 CK4Z\*13014\*B                      2 INSULATOR - TUNNEL      N/C  
 4M8Z\*78280B62\*A                      3 VALVE ASY - AUTO DRAIN      N/C

Pts:      0.00 Lbr:                      0.00 Other:                      0.00 Total Line C:                      0.00

Story: 14215 REPROGRAMMED THE HVAC MODULE AND INSTALLED NEW LIFT GATE VENTS. COMPLETED INSPECTION- PASSES INSPECTION PER

# Repair Order Detail - Customer Copy

RO Number: [REDACTED] RO Status: CLOSED

Customer: [REDACTED]  
 Phone(s): Contact: [REDACTED]  
 Vehicle: 1FM5K8HTXHGA02169

Main: [REDACTED]  
 2017 EXPL

Cell:

Mileage: 15,279  
 Service advisor: 5031  
 Tag number: [REDACTED]

Payment type: CASH  
 Promised time: 06:00 PM  
 Promised date: 07/12/2018

Waiter: No  
 Estimate: 0.00

RECALL 17N03.

D\*\* PERFORM BATTERY INSPECTION, BATTERY IS OK AT THIS TIME  
 GBATT ISP PERFORM BATTERY INSPECTION, BATTERY IS OK AT THIS TIME N/C

Tech(s): 2789  
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line D: 0.00

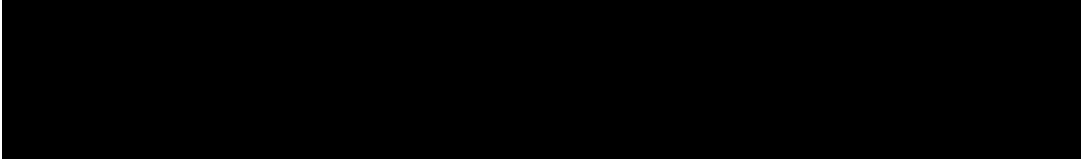
E\*\* PERFORM BRAKE INSPECTION, BRAKES ARE OK AT THIS TIME  
 GBK ISP PERFORM BRAKE INSPECTION, BRAKES ARE OK AT THIS TIME N/C

Tech(s): 2789  
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line E: 0.00

F\*\* PERFORM TIRE INSPECTION, TIRES ARE OK AT THIS TIME  
 GTIRE ISP PERFORM TIRE INSPECTION, TIRES ARE OK AT THIS TIME N/C

Tech(s): 2789  
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line F: 0.00

Customer Pay	0.00
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00



**Service of Process  
Transmittal**

12/03/2018  
CT Log Number



**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 and St.  
Martin Parish Acquisitions, LLC, Dfns.

**DOCUMENT(S) SERVED:** Citation, Petition

**COURT/AGENCY:** 19th Judicial District Court, Parish of East Baton Rouge, LA  
Case # [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Manufacturing Defect - 2016 Explorer, VIN:  
1FM5K7D82G [REDACTED]

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

**DATE AND HOUR OF SERVICE:** By Process Server on 12/03/2018 at 08:55

**JURISDICTION SERVED :** Louisiana

**APPEARANCE OR ANSWER DUE:** Within 15 days after receipt

**ATTORNEY(S) / SENDER(S):** Drew Nordgren  
The Nordgren Law Firm, LLC  
341 Saint Charles Street  
Baton Rouge, LA 70802  
225-383-0101

**ACTION ITEMS:** CT has retained the current log, Retain Date: 12/03/2018, Expected Purge Date:  
12/08/2018  
Image SOP  
Email Notification, Mary Ann MacKinnon mmackin1@ford.com  
Email Notification, Chris Dzbanski cdzbansk@ford.com

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

SERVICE COPY



D929281

CITATION



(Plaintiff)

VS

FORD MOTOR COMPANY, ET AL  
(Defendant)

NUMBER



19<sup>th</sup> JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

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

GREETINGS:

Attached to this citation is a certified copy of the petition\*. The petition tells you what you are being sued for.

You must EITHER do what the petition asks OR, within fifteen (15) days after you have received these documents, you must file an answer or other legal pleading in the office of the Clerk of Court at 300 North Boulevard, Baton Rouge, Louisiana. If you do not do what the petition asks, or if you do not file an answer or legal pleading within fifteen (15) days, a judgment may be rendered against you without further notice.

This citation was issued by the Clerk of Court for East Baton Rouge Parish on **NOVEMBER 13, 2018**.



*Hope Mitchell*

Deputy Clerk of Court for  
Doug Welborn, Clerk of Court

Requesting Attorney: NORDGREN, DREW E  
(225) 383-0101

\*The following documents are attached:  
PETITION FOR DAMAGES

SERVICE INFORMATION:

Received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, served on the above named party as follows:

PERSONAL SERVICE: On the party herein named at \_\_\_\_\_.

DOMICILIARY SERVICE: On the within named \_\_\_\_\_, by leaving the same at his domicile in this parish in the hands of \_\_\_\_\_, a person of suitable age and discretion residing in the said domicile at \_\_\_\_\_.

SECRETARY OF STATE: By tendering same to the within named, by handing same to \_\_\_\_\_.

DUE AND DILIGENT: After diligent search and inquiry, was unable to find the within named \_\_\_\_\_ or his domicile, or anyone legally authorized to represent him.

RETURNED: Parish of East Baton Rouge, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SERVICE: \$ \_\_\_\_\_  
MILEAGE \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_

\_\_\_\_\_  
Deputy Sheriff  
Parish of East Baton Rouge

CITATION-2000

**RECEIVED**  
NOV 30 2018  
EBR SHERIFF'S OFFICE

[REDACTED]

\* SUIT NO. [REDACTED] SEC. 27  
\*  
\* 19TH JUDICIAL DISTRICT COURT  
\*  
\* PARISH OF EAST BATON ROUGE  
\*  
\* STATE OF LOUISIANA  
\*

VERSUS

FORD MOTOR COMPANY AND  
ST. MARTIN PARISH  
ACQUISITIONS, LLC

\*\*\*\*\*

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel come the Plaintiffs, [REDACTED]

[REDACTED] natural persons of the age of majority who are domiciled  
in Acadia Parish, State of Louisiana, and who respectfully represent that:

1.

Made Defendant herein is the following entity that is justly and truly indebted unto Plaintiffs  
in full and true sum as is reasonable in the premises, together with legal interest thereon from the  
date of judicial demand, until paid, and for all other just and equitable relief to which they may be  
entitled:

1. FORD MOTOR COMPANY – A foreign limited liability company organized  
under the Laws of the State of Delaware and authorized to do and doing business in the  
State of Louisiana, with its principal business establishment located in East Baton Rouge  
Parish and its registered agent for service of process being C T Corporation System.
2. ST. MARTIN PARISH ACQUISITIONS, LLC D/B/A COURTESY FORD  
CITY – A domestic limited liability company organized under the Laws of the State of  
Louisiana and authorized to do and doing business in the State of Louisiana, with its  
principal business establishment located in Lafayette Parish, Louisiana.

2.

Plaintiffs aver that on or about June 20, 2015, Plaintiffs purchased a new 2016  
EXPLORER, VIN 1FM5K7D82GG [REDACTED] hereinafter "Vehicle") from St. Martin Parish  
Acquisitions, LLC d/b/a Courtesy Ford City (hereinafter "Courtesy Ford"), in Breaux Bridge,  
Louisiana. The purchase price was approximately \$38,000.00.

1

*Flope Mitchell*



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Correct Copy  
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East Baton Rouge Parish  
Deputy Clerk of Court

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3.

Plaintiffs next aver that on or about June 14, 2017, the Vehicle was tendered to Courtesy Ford with complaints that exhaust fumes were entering the interior of the Vehicle. Service technicians verified the complaints, took steps to repair same pursuant to instructions from Defendant, and returned the Vehicle twelve days later in an allegedly repaired condition.

4.

Plaintiffs aver that on or about August 21, 2017, the Vehicle was tendered to Courtesy Ford a second time with complaints that exhaust fumes continued to enter into the Vehicle. Service technicians again verified the complaint, took steps to repair same pursuant to instructions provided to them by Defendant, and returned the Vehicle two days later in an allegedly repaired condition.

5.

Plaintiffs next aver that on or about December 5, 2017, the Vehicle was tendered to Courtesy Ford a third time for exhaust fumes entering into the Vehicle. Service technicians took steps to repair same pursuant to instructions provided by the Defendant and returned the Vehicle one day later in an allegedly repaired condition.

6.

Plaintiffs next aver that on or about September 24, 2018, the Vehicle was tendered to Courtesy Ford a fourth time with complaints that exhaust fumes were entering into the Vehicle. Service technicians again verified the complaint, took steps to repair same, and returned the Vehicle to Plaintiffs twelve days in an allegedly repaired condition.

7.

On or about October 23, 2018, the Vehicle was tendered to Courtesy Ford a fifth time, again with complaints that exhaust fumes were entering into it.

8.

As of the date of filing this *Petition for Damages*, defective conditions continue to exist in the Vehicle, despite multiple attempts to repair same.

9.

Plaintiffs have been damaged due to the aforementioned defective condition, as they unknowingly purchased a defective vehicle that cannot be safely operated, they will have to pay

2



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substantial amounts of money to repair the Vehicle, and the value of the Vehicle has been diminished because of the defect. Plaintiffs also overpaid for the Vehicle because they paid for a car that could be safely and comfortably driven without the presence of exhaust fumes in the cabin.

10.

Plaintiffs assert that Ford Motor Company designed, manufactured, assembled, inspected, and sold the Vehicle in a manner so as to render it defective and unsafe for its intended use and purpose by, among other things:

- A. Designing the Vehicle such that exhaust and other gases, including carbon monoxide, may enter the passenger compartment of the Vehicle;
- B. Designing the number and/or tailpipe on the Vehicle such that exhaust and other gases, including carbon monoxide, may accumulate behind the number and within the interior and exterior panels, allowing those gases to permeate the passenger compartment of the Vehicle;
- C. Designing, manufacturing and assembling the Vehicle using defective rear air extractors that permit exhaust and other gases, including carbon monoxide, to enter the passenger compartments of the Vehicle;
- D. Designing, manufacturing and assembling the liftgate in the rear of the Vehicle using defective drain valves, which permit exhaust and other gases, including carbon monoxide, to enter the passenger compartment of the Vehicle;
- E. Designing, manufacturing and assembling the Vehicle with sheet metal panels and overlaps which permit exhaust and other gases, including carbon monoxide, to enter the passenger compartment of the Vehicle;
- F. Designing, manufacturing and assembling the Vehicle with joints and seams that merit exhaust and other gases, including carbon monoxide, to enter the passenger compartment of the Vehicle; and,
- G. Designing, manufacturing and assembling the Vehicle with rear auxiliary air conditioning system parts which are defectively designed and/or located too close in proximity to the driver side air extractor, such that exhaust and other gases, including carbon monoxide, may enter the auxiliary air condition system and the passenger compartment of the Vehicle.

11.

Ford Motor Company knew that the 2016 model year Ford Explorers were dangerous and defective such that Plaintiffs may be exposed to carbon monoxide and other dangerous gases while the Vehicle was in operation.

12.

Ford Motor Company has acknowledged the problem, issuing multiple Technical Service Bulletins, including Technical Service Bulletin 17-0044, entitled "Exhaust Odor in Vehicle" which

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verifies that “[s]ome 2016-2017 Explorer/Police Utility vehicles may exhibit an exhaust odor in the vehicle while the climate control system is in auto or recirculation mode. This may be more pronounced after a hard acceleration, driven in hilly conditions and/or towing a trailer. Customers may indicate the odor smells like sulfur. Whether and to what extent any customer or occupant of a 2016-2017 Explorer vehicle experiences the exhaust odor will be affected by driving habits, weather and individual sensitivities.”

13.

Ford Motor Company’s Technical Service Bulletin fails to acknowledge that carbon monoxide may enter the passenger compartment of Plaintiffs’ Vehicle; however, upon information and belief exhaust and other gases, including carbon monoxide, are entering the passenger compartment of Plaintiffs’ Vehicle.

14.

Plaintiffs reasonably expected to operate the Vehicle in a normal and customary manner free from exposure to potentially deadly carbon monoxide and other gases, and no reasonable consumer would have purchased the Vehicle had the defective condition been revealed prior to sale.

15.

Plaintiffs assert that the Vehicle is a “thing” under La. Civil Code Articles 2520, et seq.

16.

Plaintiffs aver that Ford Motor Company is the “manufacturer” of the Vehicle and that Courtesy Ford is the “seller” of the Vehicle under La. Civil Code Articles 2520, et seq.

17.

Plaintiffs further state that Plaintiffs are each a “buyer” of the Vehicle under La. Civil Code Articles 2520, et seq.

18.

Plaintiffs next aver that the defects described herein above meet the definition of a redhibitory defect.

19.

Plaintiffs have provided Ford Motor Company and Courtesy Ford sufficient opportunity to repair the defective Vehicle.

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20.

Plaintiffs have performed each and every duty required of them under Louisiana Law, except as may have been excused or prevented by the conduct of the Defendant.

21.

Plaintiffs assert that Ford Motor Company and Courtesy Ford are liable *in solido* for the following non-exclusive list of causes of actions:

- A. Redhibition;
- B. Breach of Contract;
- C. Breach of Implied Warranties.

22.

Plaintiffs aver that as a direct and proximate result of Ford Motor Company's willful violation of its obligations under Louisiana Law, as a "bad faith" manufacturer, Plaintiffs have suffered the following:

- A. Actual, consequential and incidental damages allowed by law;
- B. The loss of use of the Vehicle while in the shop for repair and while malfunctioning;
- C. Costs associated with repairs related to these defects;
- D. Inconvenience and aggravation;
- E. Diminished value of the Vehicle;
- F. Court costs and Attorney fees;
- G. All other damages as allowed by law.

23.

In accordance with Louisiana Code of Civil Procedure, Articles 1572, Plaintiffs request that written notice of any and all assignments of this case for trial or hearing and notice of any signing of any Judgment herein be sent to the undersigned counsel.

**WHEREFORE**, Plaintiffs, **SHAWN THOMPSON** and **JAMIE THOMPSON**, pray that, after due proceedings are had, there be judgment in favor of Plaintiffs and against Defendant, **FORD MOTOR COMPANY**, for the following:

- A) Repurchasing the 2016 Explorer, VIN 1FM5K7D82GGA32437, including all collateral costs at the time of sale, any and all finance charges, damages, together with applicable penalties and attorney fees allowed by law, and with legal interest upon the entire

5

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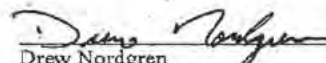
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sums awarded from the date of judicial demand, until paid, and for all costs of these proceedings;

- B) A judgment herein in favor of Plaintiffs and against Defendant for all damages and expenses sustained by Plaintiffs together with applicable penalties and attorney fees allowed by law, and with legal interest upon the entire sums awarded from the date of judicial demand, until paid, and for all costs of these proceedings;
- C) For such other and further relief as the court deems just and proper under the circumstances.

Respectfully Submitted:

*The Nordgren Law Firm, LLC*  
341 Saint Charles Street  
Baton Rouge, Louisiana 70802  
t: 225.383.0101  
f: 225.361.8951  
e: drew@louisianacounsel.com

  
Drew Nordgren  
Bar Roll No. 35268  
Attorney for Plaintiffs,  
Shawn & Jamie Thompson

**PLEASE SERVE**

Ford Motor Company  
*Through Its Registered Agent of Service*  
C T Corporation Company  
3867 Plaza Tower Drive  
Baton Rouge, LA 70816

And

St. Martin Parish Acquisitions, LLC d/b/a Courtesy Ford City  
*Through Its Registered Agent of Service*  
Don P. Hargroder  
1345 Evangeline Thruway  
Broussard, LA 70518

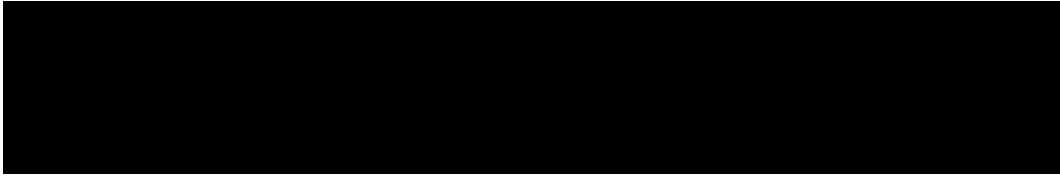
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Deputy Clerk of Court

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THE LAW OFFICE OF RICHARD A. MCNEIL

4030 Wake Forest Road, Suite 300  
Raleigh, NC 27609  
rickmcneil@filenclemonlaw.com  
Phone (919) 719-7214  
Fax (888) 542-6123  
www.filenclemonlaw.com

RECEIVED

DEC 10 2018

December 4, 2018

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

**Re:** Settlement Demand  
**Our Client:** [REDACTED]  
**Vehicle:** 2016 Ford Explorer  
**Delivery Date:** June 3<sup>rd</sup>, 2016  
**VIN:** 1FM5K7BH5GG [REDACTED]  
**Current Mileage:** 57,145

Dear Sir or Madam,

Please be advised that this office has been retained by [REDACTED] regarding the above-referenced vehicle that was obtained from LaFayette Ford in Fayetteville, NC and that has been serviced at Crown Ford in Fayetteville, NC. During her ownership, our client's vehicle has undergone repeated and lengthy repair attempts multiple substantial defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

**Engine/Exhaust: Overheating; Exhaust Leak; Foul Odor**

**Transmission: Harsh Shift**

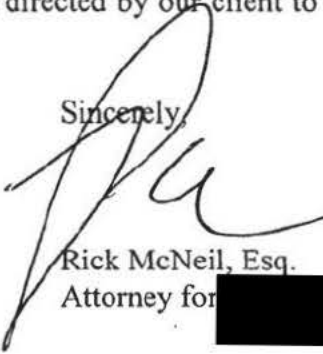
My client's vehicle has been out of service for more than 20 business days while awaiting repair within a one year period of warranty. This meets the presumption under the North Carolina Lemon Law. Further, these nonconformities substantially impair the safety and value of the

subject vehicle as defined under the North Carolina Lemon Law, the Magnuson-Moss Warranty Act and the North Carolina Uniform Commercial Code.

My client has previously reached out directly to your corporate office for help. However, no assistance was provided. Therefore, you are hereby notified that our client is revoking acceptance of the vehicle effective immediately. Our client has directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. **DO NOT CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.**<sup>1</sup>

Please contact this office as soon as possible to discuss resolving this matter. If you would like to schedule a final repair of this vehicle, please contact us within 15 days to make arrangements. We would like to be able to reach an amicable agreement within forty (40) days of this letter. However, if this is not possible, we have been directed by our client to commence formal legal proceedings.

Sincerely,

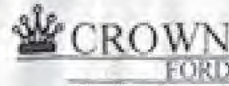


Rick McNeil, Esq.  
Attorney for [REDACTED]

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<sup>1</sup>Until this matter is resolved, my client reserves the right to make appointments to have current and future defects repaired by any authorized dealer of the consumer's choice, especially while the vehicle remains under warranty.

CUSTOMER #: [REDACTED]



CrownAuto.com

256 Swain Street  
Fayetteville, NC 28303  
(910) 887-0299  
Fax (910) 887-7838

INVOICE

PAGE 1

SERVICE DEPARTMENT HOURS  
7:00 am to 6:00 pm Monday to Friday  
7:00 am to 1:00 pm Saturday

PAYEE: [REDACTED]  
HOME: [REDACTED]  
BUS: [REDACTED]

SERVICE ADVISOR: 997218 Steven Ricketts

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	15	FORD EXPLORER	1FMSK7D85G [REDACTED]	[REDACTED]	22250/22251	[REDACTED]	
DEL DATE	PROG DATE	WARR EXP	PROMISED	PD NO	RATE	PAYMENT	INV DATE
01JUN16 DC			20:00 06JUL17			CASH	29JUL17
R.D. OPENED		READY	OPTIONS: ENG:2.3_Liter_TIVCT				

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

A C/S: AIR CONDITIONING SYSTEM HAS HORRIBLE SMELL FOR FIRST FEW MINUTES OF DRIVING

CAUSE: GRILL SHUTTER ASSEMBLY  
AC001 DEFAULT

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

B CHECK FOR ENGINE COOLANT SHOWS OVERHEATING WHEN DRIVING AT HWY SPEEDS  
CAUSE: GRILL SHUTTER ASSEMBLY- BUMPER TO BUMPER COVERAGE

12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L

111475	W						(N/C)
--------	---	--	--	--	--	--	-------

1 FB52\*8475\*C SHUTTER ASY - RADIATOR CONTROL

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

12650D78 ACTUATOR ASSEMBLY - GRILLE SHUTTER - REPLACE (10884/8476) - L

111475	W						(N/C)
--------	---	--	--	--	--	--	-------

12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L  
EXTRA TIME TO REPEAT FINAL QUICK TEST

111475	W						(N/C)
--------	---	--	--	--	--	--	-------

PC: E23 01

PART#: FB52\*8475\*C

COUNT:

CLAIM TYPE:

AUTH CODE:

111475

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

IDS TEST, FOUND P05A1. ATTEMPTED TO PERFORMED FPT A, BUT FOUND STUB

ON SHUTTER FOR TH ACTUATOR WAS BROKEN. R&R FRONT BUMPER COVER, REPLACED

SHUTTER ASSY, CLEARED DTC'S, RETESTED OK

C PERFORM MULTI POINT INSPECTION

99P PERFORM MULTI POINT INSPECTION

111475	CPC					0.00	0.00
--------	-----	--	--	--	--	------	------

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

\*SHOP SUPPLY COSTS: We have added a charge equal to 15% of the total cost of labor, not to exceed \$50.00 to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
ADJUSTMENTS	
SUBLET AMOUNT	
MISC CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

DATE CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

REMIT TO: 445 Atlanta South Pkwy, Suite 136  
College Park, GA 30348

CUSTOMER #:



crownauts.com

266 Swain Street  
Fayetteville, NC 28303  
(910) 867-0239  
Fax (910) 867-7538

\*INVOICE\*

PAGE 1

SERVICE DEPARTMENT HOURS  
7:00 am to 6:00 pm Monday to Friday  
7:00 am to 3:00 pm Saturday

FAYETTEVILLE, NC

HOME

BUS:

CRUI:

SERVICE ADVISOR: 997218 Steven Ricketts

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAO	
	14	FORD EXPLORER	1FMSK7BH50K		55529/58529		
DEL. DATE	PRGD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03JUN16 DD			17:00 30OCT18			CASH	14NOV18
R.G. OPENED	READY	OPTIONS: ENG:2.3 Liter TIVCT					

LINE	DCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							

A CHECK FOR TRANSMISSION SHIFTING UNINTENTIONALLY, FEELS WORSE AROUND 70-80MPH. VEHICLE SLAMMING INTO GEAR WHEN PUT IN REVERSE

CAUSE: TRANSMISSION

EX001 CHECK FOR TRANSMISSION SHIFTING UNINTENTIONALLY, FEELS WORSE AROUND 70-80MPH. VEHICLE SLAMMING INTO GEAR WHEN PUT IN REVERSE  
111475 W

(N/C)

1 CV6Z\*7A100\*B CONTROL ASY - TRANSMISSION

(N/C)

CORE CHARGE W

(N/C)

1 CV6Z\*7G391\*A SOLENOID ASY

(N/C)

1 BB5Z\*7153\*H KIT - GASKET

(N/C)

1 EJ7Z\*7902\*J CONVERTER ASY

(N/C)

1 TA\*39\* SEALANT - SILICONE

(N/C)

12 XT\*10\*BLV OIL - AUTOMATIC TRANSMISSION

(N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

111475

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

IDS TEST, NO CODES. ROAD TESTED, FOUND VEHICLE HAS HARSH ENGAGEMENT AND WILL NOT STAY IN OVER DRIVE AND HAS HARSH SHIFTS INTO ALL GEARS. R&R TRANS, PERFORMED TRANS TEAR DOWN, FOUND CENTER SUPPORT SEALS LEAKING. PERFORMED MAIN CONTROL AND SOLENOID BODY DISASSEMBLY, FOUND INTERMEDIATE LATCH VALVE STICKING AND DIRECT CLUTCH REGULATOR VALVE STICKING. PERFORMED TRANS OVER HAUL, REPLACED VALVE BODY AND SOLENOID BODY, FLUSHED CONVERTER BUT COULD NOT GET FLUID TO REMAIN CLEAN, REPLACED CONVERTER, PROGRAMMED SOL BODY, FILLED WITH FLUID, PERFORMED ALIGNMENT DUE TO SUB FRAME BEING REMOVED, ROAD TESTED, RE-TESTED OK

B Perform Multi-Point Inspection  
99P Perform Multi-Point Inspection

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received for had the opportunity to inspect any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

\*SHOP SUPPLY COSTS: We have added a charge equal to 15% of the total cost of labor, not to exceed \$50.00, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
ADJUSTMENTS	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

DATE: \_\_\_\_\_ AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE: \_\_\_\_\_

REMIT TO: 445 Atlanta South Pkwy, Suite 135  
College Park, GA 30349

CUSTOMER #:



crownauto.com

258 Swain Street  
Fayetteville, NC 28303  
(910) 867-0299  
Fax (910) 867-7538

\*INVOICE\*

FAYETTEVILLE, NC

PAGE 2

HOME:

BUS:

SERVICE ADVISOR: 997218 Steven Bicketts

SERVICE DEPARTMENT HOURS  
7:00 am to 8:00 pm Monday to Friday  
7:00 am to 2:00 pm Saturday

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	16	FORD EXPLORER	1FMSK7RH5CK		55529/55529		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03JUN16 DM			17:00 30OCT18			CASH	14NOV18
R.D. OPENED	READY	OPTIONS: ENG:2.3_Liter_TIVCT					

07:27 11OCT18 10:08 14NOV18

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		111475	CPC			0.00	0.00
23	PERFORM CLEANUP						
		117460	ISEAL				(N/C)

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

C PROGRAM 17N03 CARBON MONOXIDE CONCERNS

CAUSE: PROGRAM 17N03

EL001 PROGRAM 17N03 CARBON MONOXIDE CONCERNS

111475 W

PC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

111475

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

PERFORMED RECALL 17N03

D PROGRAM 17S40 SEAT TRACK PIVOT LINK BOLT INSPECTION AND REPAIR

CAUSE: PROGRAM 17S40

EC001 PROGRAM 17S40 SEAT TRACK PIVOT LINK BOLT

INSPECTION AND REPAIR

111475 W

PC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

111475

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

PERFORMED RECALL 17S40, PASS

SUBL WARRANTY RENTAL

W

(N/C)

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received for had the opportunity to inspect any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

\*SHOP SUPPLY COSTS: We have added a charge equal to 15% of the total cost of labor, not to exceed \$50.00, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
ADJUSTMENTS	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

DATE CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE



ROBERT M. SILVERMAN<sup>1</sup>  
CRAIG THOR KIMMEL<sup>2</sup>

<sup>1</sup> Member, PA Bar  
<sup>2</sup> Member, NJ Bar  
<sup>3</sup> Member, DE Bar  
<sup>4</sup> Member, NY Bar  
<sup>5</sup> Member, MA Bar  
<sup>6</sup> Member, MD Bar  
<sup>7</sup> Member, OH Bar  
<sup>8</sup> Member, NH Bar  
<sup>9</sup> Member, CT Bar  
<sup>10</sup> Member, TN Bar  
<sup>11</sup> Member, WV Bar  
<sup>12</sup> Member, DC Bar  
<sup>13</sup> Member, CA Bar  
<sup>14</sup> Member, WI Bar  
<sup>15</sup> Member, FL Bar  
<sup>16</sup> Member, AZ Bar  
<sup>17</sup> Member, TX Bar



# KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW

[www.lemonlaw.com](http://www.lemonlaw.com)

CORPORATE HEADQUARTERS

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

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

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

NEW ENGLAND OFFICE, 5 Village Plaza Way, Box 2, North Scituate, RI 02857, P (401) 764-5560, F (401) 764-5567

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

BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689

CALIFORNIA OFFICE, 388 Market Street, Suite 1300, San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817

OHIO OFFICE, 4031 Colonel Glenn Highway, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817

BUCKS COUNTY OFFICE, 400 South Main Street, 18th Floor, New Hope, PA 18938, P (267) 468-7069, F (215) 540-8817

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

December 17, 2018

Via E-mail Only

Ford Motor Company  
Ford Consumer Affairs  
16800 Executive Plaza Drive  
Dearborn, MI 48126

Re: Mr. [REDACTED] v. Ford Motor Company

Vehicle: 2016 Lincoln MKX

Date of Purchase: 12/26/2015

Place of Purchase: New Castle, Delaware

VIN: 1FM5K7B80G [REDACTED]

Dear Sir/Madam:

Please be advised that this office represents the above individual against Ford Motor Company pursuant to the DE Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office. Also, all relevant sales documents and invoices are attached for your review.

**DO NOT HAVE ANY FURTHER CONTACT WITH OUR CLIENT WITH THE EXCEPTION OF COMMUNICATION NECESSARY TO EFFECTUATE CURRENT REPAIRS.**

Thank you for your attention to this matter.

Very truly yours,

Jacqueline C. Herritt

/wcc  
Enclosure

JACQUELINE C. HERRITT<sup>18</sup>  
ROBERT A. RAPPIN<sup>19</sup>  
ANGELA K. TROCENI<sup>20</sup>  
AMY L. BENNECOFF GINSBURG<sup>21</sup>  
W. CHRISTOPHER COMPONOVO<sup>22</sup>  
JASON L. GRESHES<sup>23</sup>  
SHANNON R. HARKINS<sup>24</sup>  
CHAD P. DOMAN<sup>25</sup>  
RACHEL R. STEVENS<sup>26</sup>  
JOSEPH C. HOEFFEL<sup>27</sup>  
RICHARD J. ALBANESE<sup>28</sup>  
KARLEM R. SEIFELDIN<sup>29</sup>  
ZACHARY A. ZAWROTNY<sup>30</sup>  
STEPHEN D. SILVERMAN<sup>31</sup>

# RETAIL PURCHASE AGREEMENT

(HEREINAFTER REFERRED TO AS "SELLER" OR "DEALER") RETAIL ORDER FOR A MOTOR VEHICLE  
 PLEASE PRINT OR ORDER FOR THE FOLLOWING: NEW / USED / DEMO / (PREVIOUS SHORT TERM LEASE/RENT) / FACTORY OFFICIAL / OTHER

DATE	DEAL #	SALES #1	F.S.I. MOR
STOCK #	SALES #2	SALES MGR	
Purchase:	DL#	DOB	
Co. Purchase:	DL#	DOB	
Home Address:	City	State	
Home Phone:	Bus. Phone	Cell Phone	
E-mail Address:	TMS Number		

VIN	Year/Make	Body Type	Color	Mileage
Warranty	Original Price	Disposition	Low	High

TRADE-IN VEHICLE #1				SELLING PRICE	
YEAR	MAKE	MODEL	BOOK VALUE	21,111	
STOCK #	VIN	ACTUAL	INACCURATE	SELLER INSTALLED EQUIPMENT: The following options which have been provided through your dealer are not products of the manufacturer. Please note that any warranty on these items is not through the manufacturer and should be resolved directly with the vendor that provided the option.	
REGISTRATION	PLATE	ACTUAL	INACCURATE	OPTIONAL ACCESSORIES/PRODUCTS/SERVICES:	

TRADE-IN VEHICLE #2				OPTIONAL ACCESSORIES/PRODUCTS/SERVICES*	
YEAR	MAKE	MODEL	BOOK VALUE		
STOCK #	VIN	ACTUAL	INACCURATE		
REGISTRATION	PLATE	ACTUAL	INACCURATE		

LIENHOLDER / PAYOFF INFORMATION	
LIENHOLDER	ACCOUNT #
ADDRESS	ESTIMATED VALUE
PHONE	VERIFIED BY
APPROVAL	

The balance owed on your trade-in vehicle is disclosed above based on the information you have provided to us. The payoff amount shown is an estimate. We do not warrant the accuracy of the actual amount owed as of the date of this agreement. It will be your obligation to pay the remaining balance owed. You authorize the manufacturer to release the trade-in value to us if the actual amount of the balance owed on the trade-in vehicle is greater than the amount of the balance owed as stated in this agreement. You agree to pay the difference to us within 45 days of our demand for full payment. You will also be liable for the vehicle's actual amount of the positive equity and then the actual amount of the difference to us.

I warrant/guarantee that the Trade-in Vehicle has never been in an accident involving bodily injury or property damage in excess of \$2,000. It does not have a lien or any other form of security interest. It has never been designated as a "salvage vehicle" or "rebuilt vehicle" by any agency. It has no liens or other encumbrances other than as represented. All taxes and outstanding financial obligations have been paid. There are no other financial defects. Your dealer agrees to be liable for any damages that may occur if any of the above statements are untrue including attorney's fees and costs.

\*OPTIONAL ACCESSORIES/PRODUCTS/SERVICES: You have elected to purchase the optional items listed. The dealer does not warrant you to purchase any of these items. The dealer does not warrant you to purchase any of these items. The dealer does not warrant you to purchase any of these items. The dealer does not warrant you to purchase any of these items.

DEPOSIT / PARTIAL PAYMENT RECEIPT: Dealer hereby acknowledges receipt of the sum of \$ \_\_\_\_\_ as a partial pre-payment for the vehicle described above. This receipt is not a warranty. Details are attached from selling the described vehicle to \_\_\_\_\_ says the above partial payment is NOT refundable, subject to the terms and conditions of the reverse side and the following: \_\_\_\_\_

NEGATIVE EQUITY: I have requested that the negative equity amount of \$ \_\_\_\_\_ from my trade-in vehicle be included in the total amount owed on the agreement and this is hereby acknowledged.

WARRANTY STATEMENT	
WE ARE SELLING THIS VEHICLE TO YOU AS-IS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE INDICATED BELOW. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN OUR DEALERSHIP ARE THEIRS, NOT OURS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. WE NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED GOODS AND SERVICES. IF WE SELL A SERVICE CONTRACT ON OUR OWN BEHALF, ANY IMPLIED WARRANTIES WILL APPLY ONLY WITH RESPECT TO THE ITEMS COVERED IN THE SERVICE CONTRACT CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY). THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.	TOTAL DUE FACTORY CASH INBATE ALLOWED TO BUYER DEPOSIT / PARTIAL PAYMENT DEPOSIT / PARTIAL PAYMENT UNPAID BALANCE DUE

If the purchase of the vehicle is to be financed, all disclosures required by Revised Regulation Z, Truth-in-Lending Signification Act, will be added by the Financial Institution (creditor) to you at the time you are in the creditably obligated on the credit transaction. If the purchase of the vehicle is to be financed, the annual percentage rate (APR) may be negotiated with us and we may receive a fee, commission, or other compensation for procuring or arranging financing.

By signing below, I represent that I am at least 18 years of age and have voluntarily entered into this agreement. I have read the terms and conditions of this agreement, including those that appear on the dealer's sign (which I agree to the same as if they were printed above my signature) and hereby acknowledge that the information is complete and accurately reflects the negotiations and agreements between the Seller and myself. If I did not understand any of the above, I have had my own representative (and agent) read and explain to me the relevant provisions of this agreement, but have elected not to do so at the time and foregoing.

**IMPORTANT ADDITIONAL TERMS AND CONDITIONS ON BACK**



Detailed Vehicle Specification

VIN	1FM5K7B80G	[REDACTED]			
Vehicle Line	T/UB	Market Derived Code	F		
Body Cab	T/WD	Ver. Series	T/EF		
Drive Type	T/A				
PLT CD	AD	TRS CD	TWJ	ENG CD	T/KX
Production Date	15-MAY-15	Warranty Start Date	09-JUN-15		
Selling Dealer	144006	Selling Country	USA		

AWS Claim Key	Trx Code	Time In Service	Labor Hours	Dealership	DIST (Miles)	Repair Date	Prefix	Base	Suffix	Doc
Details	[REDACTED] 17N03	33	.6	AUTONATION FORD EAST	30372	01-FEB-18	*	*	*	353444B
Customer Comments	CUST STATES OPEN RECALL 17N03 CARBO NMONOXIDE									
Tech Comments	RECALL 17N03 COMPLETE. INSTALLED PATCHES OVER MUFFLERS. INSPECTED ALL BODY PLUGS AND ALL ARE PRESENT. INSTALLED 3 DRAIN VALVES ON LIFTGATE. INSPECTED WEATHER STRIPPING. REPROGRAMMED HVAC MODULE.									
Details	[REDACTED] E84	33	.2	AUTONATION FORD EAST	30372	01-FEB-18	BB5Z	7825324	B	353444A
Customer Comments	CUSTOMER STATES PASS SIDE DOOR WEATHER STRIP IS TORN - SOP IS NOW AVAILABLE									
Tech Comments	REMOVED AND REPLACED REAR DOOR WEATHER STRIPPING.									

CASE

[REDACTED]

11-15-2018

[REDACTED]

H

First Service:

\*INVOICE\*

Invoice #

Tag #

# AutoNation

AutoNation Ford East

28825 EUCLID AVE. WICKLIFFE, OH 44092  
(440) 585-8000

EASTLAKE, OH

Home:

Bus:

Customer:

Service Advisor: 4877 MATTHEW SIFORD

Cell:

Email:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
SHADOW BLA	16	FORD EXPLORER	1FM5K7B800		37180	37182			
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.C. OPENED	READY
09JUN15 D			WAIT 31OCT18			CASH	25OCT18	09:06 17OCT18	10:12 25OCT18
OPTIONS: SOLD-STK:GGA0652* DLR:44A121 ENG:3.5L V6 CYL TRN:A									

We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.

We also offer high quality non-OE parts that are suitable for your vehicle and fit all budgets and needs. If you have chosen a non-OE part, it will be identified on your invoice as "AP\*." These non-OE (AP\*) parts are not sourced from the vehicle's manufacturer or covered by its warranty. Non-OE parts come with a limited warranty backed by AutoNation and/or the parts manufacturer.

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL  
 A CUSTOMER STATES THERE IS A HIGH AMOUNT OF CARBORN MONOXIDE DETECTED IN HIS VEH. PER SCANNER HE HAS CUSTOMER HAS PICTURES ALSO CUSTOMER HAS A CASE WITH FOR ABOUT THIS ISSUE CASE NUMBER 16066214-Y1R6G4.

CAUSE:  
 AN DEFAULT 1882 WF (N/C)  
 1 FB5Z\*7829164\*AA MOULDING (N/C)  
 1 FB5Z\*7829165\*AA MOULDING (N/C)  
 4 \*W706092\*S300 RIVET - BLIND (N/C)  
 2 TA\*2\*B ADHESIVE (N/C)  
 1 FB5Z\*78442K03\*B KIT - REAR SPOILER REPAIR (N/C)  
 2 4M8Z\*54280B62\*A VALVE ASY - AUTO DRAIN (N/C)  
 1 BB5Z\*7842410\*AE MOULDING (N/C)  
 2 TA\*2\*B ADHESIVE (N/C)  
 1 FB5Z\*7841018\*AA HANDLE - LUGGAGE COMPARTMENT (N/C)  
 1 FB5Z\*78021A46\*A SEAL (N/C)

FC: PART#: COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 1882

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00  
 37182 VERIFIED EXHAUST ODOR IN VEH / PERF TSE 17-0044 / REPROGRAMMED HVAC MODULE WITH MOST RECENT SOFTWARE / PERF NON POLICE / AFTERMARKET UPFITTER SERVICE PROCEDURE 1 / RESEALED AND LEAK TESTED REAR OF VEH BODY SEAMS AND PANEL TRIM / REQUIRED REPLACEMENT OF LIFTGATE UPPER INTERIOR TRIM PANEL FOR BROKEN RETAINER CLIPS AND REPLACEMENT OF LIFTGATE EXTERIOR HANDLE FOR NOT SEALING PROPERLY / VERIFIED REPAIRS.

\*\*\*\*\*  
 B VEHICLE SAFETY AND CONDITION INSPECTION NOT REQUIRED THIS VISIT  
 MULTI-N VEHICLE SAFETY AND CONDITION INSPECTION NOT REQUIRED THIS VISIT  
 1882 IPEPS (N/C)

Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicles Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

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.	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.	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 Copy

Notice to Consumer: Please read important information on back.

\*INVOICE\*

Invoice # [REDACTED] 6

# AutoNation

AutoNation Ford East

28825 EUCLID AVE. WICKLIFFE, OH 44092  
(440) 585-8000

Tag # [REDACTED]

EASTLAKE, OH 4

Home:

Bus

Customer

Cell:

Email

Service Advisor: 4877 MATTHEW SIFORD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
SHADOW BLA	16	FORD EXPLORER	1FM5K7B80GC [REDACTED]		37180	37182			
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
09JUN15 D			WAIT 31OCT18			CASH	25OCT18	09:06 17OCT18	10:12 25OCT18

OPTIONS: SOLD-STK:GGA06521 DLR:44A721 ENG:3.5L V6 CYL TRN:A

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

C\*\* CUSTOMER IN RENTAL CAR

CAUSE:

RENTAL CUSTOMER IN RENTAL CAR

1882	WF						(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00

WAIT CREATED 2018-10-16  
 10:43:00AM TAKEN BY TIM OTHY  
 ALLGOOD SR. CUSTOMER NEEDS TO  
 BE IN AND OUT OF THE SERVICE  
 DEPT IN NO LONGER THEN 1 HOUR  
 PLEASE HE HAS A DOCTOR'S  
 APPOINTMENT.

Dealer is not authorized to perform recall  
 repairs for non-Dealer brand vehicles and  
 Dealer's Vehicle Safety and Condition  
 Inspection and/or service does not include a  
 review of possible pending recalls or service  
 campaigns issued by manufacturers of other  
 makes and models.

We are a proud retailer of  
 Original Equipment (OE) parts,  
 sourced from the vehicle  
 manufacturer and backed by  
 its limited warranty.

We also offer high quality  
 non-OE parts that are suitable  
 for your vehicle and fit all  
 budgets and needs. If you  
 have chosen a non-OE part, it  
 will be identified on your  
 invoice as "AP\*." These  
 non-OE (AP\*) parts are not  
 sourced from the vehicle's  
 manufacturer or covered by its  
 warranty. Non-OE parts come  
 with a limited warranty backed  
 by AutoNation and/or the parts  
 manufacturer.

Dealer is not authorized to perform recall  
 repairs for non-Dealer brand vehicles and  
 Dealer's Vehicle Safety and Condition  
 Inspection and/or service does not include a  
 review of possible pending recalls or service  
 campaigns issued by manufacturers of other  
 makes and models.

## CUSTOMER

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	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.	PARTS AMOUNT	0.00	
	<b>D E S C R I P T I O N</b>		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 Copy

Notice to Consumer: Please read important information on back.

\*INVOICE\*

Invoice #: [REDACTED] 6

# AutoNation

DUPLICATE 1

Tag #: [REDACTED]

AutoNation Ford East

28825 EUCLID AVE WICKLIFFE, OH 44092  
(440) 585-8000

EASTLAKE, OH [REDACTED]

Home: [REDACTED] Bus: [REDACTED] Customer: [REDACTED]

Service Advisor: 4877 MATTHEW SIFORD

Cell: [REDACTED] Email: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
SHADOW BLA	16	FORD EXPLORER	1FM5K7B80G[REDACTED]		37180	37481			
DEL DATE	PROD. DATE	WARR EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
09JUN15 D			WAIT 31OCT18			CASH	07NOV18	09:06 17OCT18	10:27 07NOV18

OPTIONS: SOLD-STK:GGA06521 DLR:44A121 ENG:3.5L V6 CYL TRN:A

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL  
 A CUSTOMER STATES THERE IS A HIGH AMOUNT OF CARBORN MONOXIDE DETECTED IN HIS VEH. PER SCANNER HE HAS CUSTOMER HAS PICTURES ALSO CUSTOMER HAS A CASE WITH FOR ABOUT THIS ISSUE CASE NUMBER 16066214-Y1R6G4.

CAUSE:	AN	DEFAULT	1882	WF		(N/C)
	1	FB5Z*7829164*AA	MOULDING			(N/C)
	1	FB5Z*7829165*AA	MOULDING			(N/C)
	4	*W706092*S300	RIVET - BLIND			(N/C)
	2	TA*2*B	ADHESIVE			(N/C)
	1	FB5Z*78442K03*B	KIT - REAR SPOILER REPAIR			(N/C)
	2	4M8Z*54280B62*A	VALVE ASY - AUTO DRAIN			(N/C)
	1	BB5Z*7842410*AE	MOULDING			(N/C)
	2	TA*2*B	ADHESIVE			(N/C)
	1	FB5Z*7841018*AA	HANDLE - LUGGAGE COMPARTMENT			(N/C)
	1	FB5Z*78021A46*A	SEAL			(N/C)
	1	FB5Z*5230*B	MUFFLER ASY - CENTRE AND REAR			(N/C)

FC: PART#: COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 1882

SUBL SUBURBAN COLLISION PO 1573710 INV 44320 (N/C) 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:  
 37481 VERIFIED EXHAUST ODOR IN VEH / PERF TSB 17-0044 / REPROGRAMMED HVAC MODULE WITH MOST RECENT SOFTWARE / PERF NON POLICE / AFTERMARKET UPFITTER SERVICE PROCEDURE 1 / RESEALED AND LEAK TESTED REAR OF VEH BODY SEAMS AND PANEL TRIM / REQUIRED REPLACEMENT OF LIFTGATE UPPER INTERIOR TRIM PANEL FOR BROKEN RETAINER CLIPS AND REPLACEMENT OF LIFTGATE EXTERIOR HANDLE FOR NOT SEALING PROPERLY / VERIFIED REPAIRS. /// CUSTOMER RETURNED WITH ELEVATED CARBON MONOXIDE LEVELS STILL PRESENT IN VEHICLE, NON-POLICE / AFTER MARKET UP-FITTER PROCEDURE 1 HAS BEEN COMPLETED PER TSB 17-0044 / REPLACED MUFFLER

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.

### STATEMENT OF DISCLAIMER

This 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.

DESCRIPTION	LABOR AMOUNT	TOTALS
	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

*We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.*

*We also offer high quality non-OE parts that are suitable for your vehicle and fit all budgets and needs. If you have chosen a non-OE part, it will be identified on your invoice as "AP\*." These non-OE (AP\*) parts are not sourced from the vehicle's manufacturer or covered by its warranty. Non-OE parts come with a limited warranty backed by AutoNation and/or the parts manufacturer.*

*Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicles Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.*

Customer Copy

Notice to Consumer: Please read important information on back.

\*INVOICE\*

Invoice #

# AutoNation

DUPLICATE 1

Tag #

AutoNation Ford East

28825 EUCLID AVE, WICKLIFFE, OH 44092  
(440) 585-8000

EASTLAKE, OH

Home:

Bus:

Cell:

Email:

Service Advisor: 4877 MATTHEW SIFORD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
SHADOW BLA	16	FORD EXPLORER	1FM5K7B80G		37180	37481			
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
09JUN15 D			WAIT 31OCT18			CASH	07NOV18	09:06 17OCT18	10:27 07NOV18

OPTIONS: SOLD-STK.GCA06521 DLR:44A121 ENG:3.5L V6 CYL TRN:A

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
ASSEMBLY WITH REDESIGNED EXHAUST TIPS.							
*****							
B	VEHICLE SAFETY AND CONDITION INSPECTION NOT REQUIRED THIS VISIT						
	MULTI-N VEHICLE SAFETY AND CONDITION INSPECTION						
	NOT REQUIRED THIS VISIT						
	1882IFEPS						(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00
*****							
C**	CUSTOMER IN RENTAL CAR						
CAUSE:	RENTAL CUSTOMER IN RENTAL CAR						
	1882 WF						(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00
*****							

WAIT CREATED 2018-10-16 10:43:00AM TAKEN BY TIM OTHY ALLGOOD SR. CUSTOMER NEEDS TO BE IN AND OUT OF THE SERVICE DEPT IN NO LONGER THEN 1 HOUR PLEASE HE HAS A DOCTOR'S APPOINTMENT.

Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicle Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

## CUSTOMER

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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

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Customer Copy

Notice to Consumer: Please read important information on back.



**CLASSIC FORD**  
 8540 TYLER BLVD.  
 MENTOR, OHIO 44060  
 PHONE: (440) 266-3000



[REDACTED]			ADVISOR <b>ALEX E. ROMERO</b>	55670	TAX	[REDACTED]	INVOICE DATE <b>01/22/19</b>	CELL	[REDACTED]
[REDACTED]			LABOR RATE	LICENSE NO.	MILEAGE <b>40,039</b>		COLOR <b>/</b>	[REDACTED]	
[REDACTED]			YEAR / MAKE / MODEL <b>16/FORD TRUCK/EXPLORER/4DR FWD BASE</b>			DELIVERY DATE	DELIVERY MILES		
[REDACTED]			VEHICLE ID NO. <b>1 F M 5 K 7 B 8 0 G G</b>			SELLING DEALER NO.	PRODUCTION DATE		
[REDACTED]			F.T.E. NO.			P.O.	R.O. DATE <b>01/22/19</b>	[REDACTED]	
[REDACTED]			COMMENTS			MO: [REDACTED]			

LABOR & PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
<b>J# 1 07FOZ EXHAUST CONCERN TECH(S):10915 INTERNAL</b>						
CUSTOMER STATES EXHAUST FUMES COMING INTO VEHICLE AT LOW IDLE OR HIGH IDLE. CHECKED VEHICLE OVER AND COULD NOT DUPLICATE CONCERN.						
PARTS-----				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00
<b>J# 2 01FOZ-FILLOF LUBE, OIL, FILTER TECH(S):10915 13.96</b>						
PERFORM LUBE/OIL/FILTER - DRAIN & FILL ENGINE OIL - REPLACE OIL FILTER. - LUBRICATE CHASSIS & WEATHERSTRIPS RESET ENGINE OIL LIFE MONITOR. OEM Oil & Filter Change 3.5L EFI 16/18						
PARTS-----				JOB # 2 TOTAL PARTS		23.99
				JOB # 2 TOTAL LABOR & PARTS		37.95
<b>J# 3 01FOZ-99MPI MULTI POINT INSPECT TECH(S):10915 0.00</b>						
PERFORM MULTI-POINT INSPECTION 30 Point Inspection ALL						
PARTS-----				JOB # 3 TOTAL PARTS		0.00
				JOB # 3 TOTAL LABOR & PARTS		0.00
<b>J# 4+99EOZGBATT GREEN BATTERY TECH(S):10915 0.00</b>						
BATTERY CONDITION IS GOOD						
PARTS-----				JOB # 4 TOTAL PARTS		0.00
				JOB # 4 TOTAL LABOR & PARTS		0.00
<b>J# 5+99FOZGTIRE GREEN TIRE(S) TECH(S):10915 0.00</b>						
TIRE TREAD AND WEAR IS OK AT THIS TIME						
PARTS-----				JOB # 5 TOTAL PARTS		0.00
				JOB # 5 TOTAL LABOR & PARTS		0.00
<b>MISC-----CODE-----DESCRIPTION-----CONTROL NO-----</b>						
JOB # A SS SHOP SUPPLIES 1.26						

The only warranties applying to the parts or material are those which may be offered by the manufacturer. DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ON THE PARTS, MATERIALS, SERVICE AND/OR REPAIRS. Dealer does not authorize any other person to assume for it any liability in connection with furnishing parts, materials, service or repair. IN NO EVENT SHALL THE OWNER OF THE VEHICLE BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

ARBITRATION REQUIRED: I AGREE WITH DEALER THAT INSTEAD OF ANY ARBITRATION IN A COURT, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE PARTS, MATERIAL, SERVICES OR REPAIRS FURNISHED IN THIS TRANSACTION OR ANY OTHER TRANSACTION BETWEEN THE PARTIES RELATING TO THE SERVICE OR REPAIR TO OR SALE OF PARTS OR MATERIAL FOR THE DESCRIBED MOTOR VEHICLE, IF ANY, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES. SUCH ARBITRATION SHALL BE CONDUCTED IN LAKE COUNTY, OHIO. EACH PARTY SHALL PAY THEIR OWN COSTS. ANY JUDGEMENT THE AWARD ORDERED BY THE ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

I hereby agree to all terms and conditions as stated.

X

CUSTOMER SIGNATURE



**CLASSIC FORD**  
 8540 TYLER BLVD.  
 MENTOR, OHIO 44060  
 PHONE: (440) 266-3000



ADVISOR <b>ALEX E. ROMERO</b>		TAG # <b>55670</b>	INVOICE DATE <b>01/22/19</b>
LABOR RATE	LICENSE NO.	MILEAGE <b>40,039</b>	COLOR <b>/</b>
YEAR / MAKE / MODEL <b>16/FORD TRUCK/EXPLORER/4DR FWD BASE</b>		DELIVERY DATE	DELIVERY MILES
VEHICLE I.D. NO. <b>1 F M 5 K 7 B 8 0 G G</b>		SELLING DEALER NO.	PRODUCTION DATE
P.T.E. NO.		P.C. NO.	R.O. DATE <b>01/22/19</b>
COMMENTS			MO: <b>[REDACTED]</b>

ESTIMATE-----  
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
 ORIGINAL ESTIMATE OF \$37.95 (+TAX)  
 APPROVED REVISED ESTIMATE (# 1) OF \$42.00 (+TAX) ON 01/22/19 AT 11:45am  
 BY 1 COMMENTS  
 COMMENTS-----  
 WAITING

TOTALS-----  
 Shop supplies charges are for miscellaneous lubricants and fluids, proper disposal of spent fluids, nuts, bolts, fasteners, solvents, cleaners, adhesives and sealants.  
 THANK YOU FOR ALLOWING US TO SERVICE YOUR VEHICLE TODAY! IF THERE IS ANYTHING WE CAN DO TO ENHANCE YOUR NEXT VISIT PLEASE CONTACT ONE OF THE MANAGEMENT TEAM AND WE WILL ADDRESS YOUR QUESTIONS OR CONCERNS PERSONALLY.  
 MARK EBELING, SERVICE MANAGER  
 RAY KRAKOVSKY, PARTS MANAGER  
 SCOTT KIDD GENERAL MANAGER  
 CASH ( ) CHECK ( ) CREDIT CARD ( )  
 CLASSIC ACCOUNT

TOTAL - MISC 1.26  
 TOTAL LABOR.... 13.96  
 TOTAL PARTS.... 23.99  
 TOTAL SUBLET... 0.00  
 TOTAL G.O.G.... 0.00  
 TOTAL MISC CHG. 1.26  
 TOTAL MISC DISC 0.00  
 TOTAL TAX..... 2.75  
**TOTAL INVOICE \$ 41.96**

The only warranties applying to the parts or material are those which may be offered by the manufacturer. DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ON THE PARTS, MATERIALS, SERVICE AND/OR REPAIRS. Dealer does not authorize any other person to assume for it any liability in connection with furnishing parts, materials, service or repair. IN NO EVENT SHALL THE OWNER OF THE VEHICLE BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

ARBITRATION REQUIRED: I AGREE WITH DEALER THAT INSTEAD OF ANY ARBITRATION IN A COURT, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE PARTS, MATERIAL, SERVICES OR REPAIRS FURNISHED IN THIS TRANSACTION OR ANY OTHER TRANSACTION BETWEEN THE PARTIES RELATING TO THE SERVICE OR REPAIR TO OR SALE OF PARTS OR MATERIAL FOR THE DESCRIBED MOTOR VEHICLE, IF ANY, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES. SUCH ARBITRATION SHALL BE CONDUCTED IN LAKE COUNTY, OHIO. EACH PARTY SHALL PAY THEIR OWN COSTS. ANY JUDGEMENT THE AWARD ORDERED BY THE ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

CUSTOMER SIGNATURE  
 X -----

CUSTOMER SIGNATURE

*Ford Customer*  
*800-392-3673*

I hereby agree to all terms and conditions as stated.

CUSTOMER SIGNATURE

\*INVOICE\*

Invoice #:

Tag #:

# AutoNation

AutoNation Ford East

28825 EUCLID AVE. WICKLIFFE, OH 44092  
(440) 585-8000

EASTLAKE, OH

Home:

Bus:

Cell:

Email:

Service Advisor: 4877 MATTHEW SIFORD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
SHADOW BLA	16	FORD EXPLORER	1FM5K7B80G		40233	40235			
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
09JUN15 D			18:00 30JAN19			CASH	30JAN19	10:11 30JAN19	14:42 30JAN19

OPTIONS: SOLD-STK;GGA06521 DLR:44A121 ENG:3.5L V6 CYL TRN:A

*We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.*

*We also offer high quality non-OE parts that are suitable for your vehicle and fit all budgets and needs. If you have chosen a non-OE part, it will be identified on your invoice as "AP\*." These non-OE (AP\*) parts are not sourced from the vehicle's manufacturer or covered by its warranty. Non-OE parts come with a limited warranty backed by AutoNation and/or the parts manufacturer.*

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL  
 A CUSTOMER STATES VEHICLE HAS CARBORN MONOXIDE THROUGH THE DASH BOARD  
 EC60 Pin Point Test  
 1882IFEPS (N/C)  
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00  
 40235 COULD NOT DUPLICATE EXHAUST ODOR FROM DASH AREA / PERF VISUAL  
 INSP, NOTHING ABNORMAL FOUND / REVIEWED OASIS AND VERIFIED FSA 17N03  
 AND TSB 17-0044 HAVE BEEN COMPLETED WITH EXHAUST REPLACEMENT.  
 \*\*\*\*\*  
 B VEHICLE SAFETY AND CONDITION INSPECTION NOT REQUIRED THIS VISIT  
 MULTI-N VEHICLE SAFETY AND CONDITION INSPECTION  
 NOT REQUIRED THIS VISIT (N/C)  
 1882IFEPS  
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00  
 \*\*\*\*\*  
 CREATED 2019-01-22 12:45:00PM Dealer is not authorized to perform recall  
 TAKEN BY MATTHEW SIFORD repairs for non-Dealer brand vehicles and  
 Dealer's Vehicle Safety and Condition  
 Inspection and/or service does not include a  
 review of possible pending recalls or service  
 campaigns issued by manufacturers of other  
 makes and models.

## CUSTOMER

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.

### 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.

DESCRIPTION	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
	TOTALS	

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

CUSTOMER SIGNATURE

*Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicles Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.*

Customer Copy

Notice to Consumer: Please read important information on back.

# CITY OF MERIDEN

**From:** [Ordcalp, F \(F.\)](#)  
**To:** [Clark, Jessica \(J.E.\)](#)  
**Subject:** FW: Dealer/Fleet Request for OGC Review  
**Date:** Thursday, December 13, 2018 11:49:04 AM

---

**From:** DCPFORM, FMCDealer (.)  
**Sent:** Thursday, December 13, 2018 11:49:03 AM (UTC-05:00) Eastern Time (US & Canada)  
**To:** Ordcalp, F (F.)  
**Cc:** bdc@bobthomasford.com  
**Subject:** Dealer/Fleet Request for OGC Review

## Dealer/Fleet Request for OGC Review

### DEALER INFORMATION:

**Dealership Fleet Name:** Bob Thomas Ford, Inc.  
**Requesting Dealer Fleet:** Bob Thomas Ford, Inc.  
**PA Code:** 03691  
**Contact Person:** NancyLee Dishereits  
**Title:** Fleet Manager  
**Phone Number:** 203-281-7500  
**Fax Number:** 203-288-0233  
**Email:** bdc@bobthomasford.com  
**Region:** New York  
**Address:** 2215 Dixwell Avenue  
**City:** Hamden  
**State:** Connecticut  
**Zip Code:** 06514

### CUSTOMER VEHICLE INFORMATION:

**Warranty Start Date:** 12/04/2013  
**Vehicle Year:** 2017  
**Vehicle Model:** k8a  
**Vehicle VIN:** 1FM5K8ARX [REDACTED]  
**Mileage:** unknown  
**customer Fleet Name:** CITY OF MERIDEN  
**Street Address:** [REDACTED]  
**City :** MERIDEN  
**State :** Connecticut  
**Zip Code :** [REDACTED]  
**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** New York

### DETAILS OF INCIDENT:

**Injury**  
**Date of Incident:** 2018-12-12  
**County incident occurred:** New Haven  
**Is customer alleging a component defect CAUSED the incident?** YES

**Details:** Carbon Monoxide intrusion

Was a police report filed? YES

**Details :**

Has the insurance company been contacted? NO

**Insurance company advised:** Do not know

**Insurance company contact information:**

**Coach builder:** Fleet Auto Supply

**City :** West Haven

**State :** Connecticut

**Zip Code :** 06516

**Vehicle Location:** Bob Thomas Ford

**Attorney information:**

**CVO Contact:**

**Resolution Customer is seeking:** Inspection of vehicle for carbon monoxide intrusion

**Comments:**

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D175422 NY

# EUGENE KRUKAS, PLLC

ATTORNEY AT LAW

2704 GRAND AVENUE, SUITE 4, BELLMORE, NY 11710

TEL: (516) 203-4001

FAX: (516) 717-3605

[ekrukas@lemonfreedom.com](mailto:ekrukas@lemonfreedom.com)

December 12, 2018

Ford Motor Company  
16800 Executive Plaza Dr.  
PO Box 6248  
Dearborn, MI 48121

Attn: Legal Department

RECEIVED

DEC 18 2018

Our Client(s): [REDACTED]  
Vehicle: 2016 Ford Explorer  
VIN: 1FM5K8D84G [REDACTED]  
Our Case Number: [REDACTED]

Dear Sir or Madam:

Please be advised that this office represents the above-named individual(s) with respect to a claim against Ford Motor Company under the Magnuson-Moss Warranty Act, and the New York General Business Law concerning the above-referenced vehicle. Accordingly, please direct all future contacts and correspondence to this office.

As an attorney-client relationship exists, you are instructed not to discuss the settlement of this case with our client(s), nor make any offers to our client(s). All such communications must be directed to this office. Should our client(s) request warranty repair work during the pendency of this claim or lawsuit, you are to provide said work. Your refusal to do so will constitute a further breach of the warranty. Your communications with our client(s) are to be limited solely to providing warranty work requested by our client(s). In addition, you are hereby notified of our attorney's lien

The vehicle my client(s) purchased contains a number of defects that, after numerous attempts to repair, have not been corrected. These defects include, but are not limited to:

Persistent exhaust fume condition within the vehicle's cabin;

Defective throttle body;

Engine oil leak;

Defective driveshaft;

Any and all additional complaints actually made, whether or not contained on your service records, company's invoices, or otherwise.

The aforementioned defects (repair invoices demonstrating same enclosed herein) constitute a substantial impairment of the use, value and safety of the subject vehicle. Due to the inordinate amount of repairs and/or days out of service within the applicable warranty period, my client(s) lost all confidence in the vehicle and believes the vehicle to be unsafe as well as unfit to operate. Accordingly, please be advised that my client(s) hereby revoke acceptance of the subject vehicle. My client(s) has/have directed this office to demand the return of all funds paid toward this vehicle, the cancellation of the contract, and compensation for damages.

If you wish to resolve this matter amicably, please feel free to contact this office within fourteen (14) days of receipt of this communication. If the matter has not been resolved within that time, my client(s) will avail him/herself of all available remedies under law and equity.

Very truly yours,



Eugene Kruk, Esq.  
Enc.

**HASSETT LINCOLN MERCURY SALES, INC.**  
3530 Sunrise Highway, Wantagh, NY 11793  
www.hassettautomotive.com  
NYS R/S NO. R - 700 3673

Truck Service  
1886 Seaford Avenue, Wantagh, N.Y.  
NYS R/S NO. R -

Sales/Service: 516-785-7800  
Truck Service Center: 516-785-0000  
Parts/Wholesale: 516-785-7200

CELL [REDACTED]

CUSTOMER NO	[REDACTED]	ADVISOR	ALESSANDRO BALSAMO	1186	TAG	[REDACTED]	INVOICE DATE	06/16/16		
		LABOR RATE	125.00	LICENSE NO.		MILEAGE	3,237	COLOR	MAGNETIC/EB	
		YEAR / MAKE / MODEL	16/FORD TRUCK/EXPLORER/4DR 4WD XLT				DELIVERY DATE	12/31/15	STOCK NO	16294
MERRICK, N.Y.		VEHICLE I.D. NO.	1FM5K8D84G				SELLING DEALER NO		DELIVERY MILE	
		F.T.E. NO		P.O. NO			H.O. DATE	06/16/16	PRODUCTION	
RE [REDACTED]		COMMENTS								

**LABOR & PARTS**  
**FREE OIL & FILTER**

CUSTOMER STATES PERFORM FREE SERVICE SPECIAL. INCL. LUBE OIL & FILTER, TOP FLUIDS, CHECK BRAKES AND BELTS. ADJUST IF NECESSARY. INSPECT VEHICLE FOR PROPER BREAK IN. PERFORM 27-POINT INSPECTION. PERFORM FIRST SERVICE AS PER ABOVE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	FL-500-S	FILTER 356106 3*faa	INTERNAL	
JOB # 1	6	X0-5W20-BSP	MOTOR OIL	INTERNAL	
JOB # 1	1	C9AZ-19550-AX	WASHER/ 5*bjff	INTERNAL	
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

**CUSTOMER**  
THESE REPAIRS ARE COVERED LIMITED WARRANTY. LABOR PARTS 12 MONTHS OR 12,000 WHICHEVER OCCURS FIRST FORD PARTS AND LABOR COVERED UNDER A WARRANTY FOR 24 MONTHS UNLIMITED MILES. SELLER LIMITS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, TO THE PERIOD. SELLER SHALL BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM BREACH, AND THE REMEDY SHALL BE REPAIR OR REPLACEMENT.

**CUSTOMER STATES PERFORM LUBE OIL AND FILTER MAINTENANCE**  
**PERFORMED LUBE OIL AND FILTER**

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

**WARRANTY**  
ON BEHALF OF SERVICE

**PERFORM MULTI POINT INSPECTION**

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

**BATTERY WEAR OK AT THIS TIME**

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

**BRAKES OK**  
**BRAKE LINING WEAR CHECKED. BRAKES WEARING OK AT THIS TIME.**

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

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

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

C0903511 Q (02/14)

10/30/2018

HISTORY LISTING

10:20:32

PAGE 1

CUSTOMER NAME : [REDACTED] SERIAL NO. : 1PMSK8D84GG [REDACTED]

R.O NO. : [REDACTED] R.O DATE : 09/22/2016 R.O TYPE : S  
MILEAGE : 6185 ADVISOR NO. : 1163

JOB NUMBER : 1 OPERATION 10FOZ OP. DESC. ELECTRICAL SYSTEMS  
SALE TYPE : W TECHNICIAN NO(S). 651  
COMPLAINT : CUST STATES CHECK ENGINE AND WRENCH LIGHT ON  
VEH LOSS POWER  
CAUSE : VERIFIED WRENCH LIGHT ON SCANNED CODE P2111 PPT  
INSPECT AND FOUND THROTTLE BODY ASSY RSTEST CLEAR CODE OR  
CORRECTION : REPLACED THROTTLE BODY ASSY

WARRANTY [REDACTED] OPERATION NO. CLAIM NO. OPERATION NO.

JOB NUMBER : 2 OPERATION 31FOZ OP. DESC. RECALLS AND CAMPAIGN  
SALE TYPE : W TECHNICIAN NO(S). 651  
COMPLAINT : RECALL 16B02  
CORRECTION : REPROGRAM PCM AS PER RECALL

WARRANTY : CLAIM NO. [REDACTED] OPERATION NO. CLAIM NO. OPERATION NO.

COMMENTS : ENG DROP

# Hassett Has it!

Of Wantagh

**HASSETT LINCOLN MERCURY SALES, INC.**  
 3530 Sunrise Highway, Wantagh, NY 11793  
 www.hassettautomotive.com  
 NY5 R/S NO. R - 700 3873

Sales/Service: 516-785-7800  
 Truck Service Center: 516-785-0000  
 Parts/Wholesale: 516-785-7200

Truck Service Center  
 1888 Seaford Avenue, Wantagh, NY 11793  
 NY5 R/S NO. R - 710 3950

CUSTOMER NO.	ENDOR	TAG NO.	INVOICE DATE
	WILLIAM AHRENS	1434	05/08/17
LABOR RATE	LICENSE NO.	MILEAGE	COLOR
135.00		13,043	MAGNETIC/EB
YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES	
16/FORD TRUCK/EXPLORER/4DR 4WD XLT	12/31/15	132	
VEHICLE ID. NO.	SELLING DEALER NO.	PRODUCTION DATE	
1FM5K8D84GG			
R.E.C. NO.	R.O. NO.	R.O. DATE	
		05/08/17	
COMMENTS	MO:		

CUSTOMER STATES PERFORM WORKS PACKAGE				
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	FL-500-S	FILTER 356106 3*faa	5.95
JOB # 1	1	C9AZ-19550-AX	WASHER/ 5*bjff	1.50
JOB # 1	6	XD-5W20-BSP	MOTOR OIL	3.00
JOB # 1 TOTAL PARTS				25.45
JOB # 1 TOTAL LABOR & PARTS				42.95
PERFORM MULTI POINT INSPECTION				
JOB # 2 TOTAL PARTS				0.00
JOB # 2 TOTAL LABOR & PARTS				0.00
COST TO INSTALL TRAILER HITCH WITHOUT WIRING IS \$425 PLUS TAX				
JOB # 3 TOTAL PARTS				0.00
JOB # 3 TOTAL LABOR & PARTS				0.00
BATTERY WEAR OK AT THIS TIME				
JOB # 4 TOTAL PARTS				0.00
JOB # 4 TOTAL LABOR & PARTS				0.00
BRAKE LINING WEAR CHECKED, BRAKES WEARING OK AT THIS TIME. FRONT AND REAR BRAKES HAVE 9MM				
JOB # 5 TOTAL PARTS				0.00
JOB # 5 TOTAL LABOR & PARTS				0.00
TIRE TREAD WEAR CHECKED, TIRES WEARING OK AT THIS TIME. FRONT AND REAR TIRES HAVE 10/32				
JOB # 6 TOTAL PARTS				0.00
JOB # 6 TOTAL LABOR & PARTS				0.00

**CUSTOMER**  
 THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST. ALL FORD PARTS AND LABOR ARE COVERED UNDER A LIMITED WARRANTY FOR 24 MONTHS OR UNLIMITED MILES. SELLER HEREBY LIMITS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, TO THE SAME PERIOD. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH, AND THE EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT.

**WARRANTY**  
 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 REPRESENTATIVES OF FORD.

PARTS BUS TOTAL	ALLOWANCE	DEALER DEDUCTION	CUSTOMER RECEIPT OR DESIRABLE
CLAIM CHGD OR DENIED	CLAIM RETURNED		
PRE RATE PERCENT	TOTAL LABOR	CORRECTED LABOR	
PRE RATE PERCENT	TOTAL PARTS	CORRECTED PARTS	
	TOTAL CLAIM	CORRECTED TOTAL	

# Hassett Has it! Of Wantagh



**HASSETT LINCOLN MERCURY SALES, INC.**  
3530 Sunrise Highway, Wantagh, NY 11793  
www.hassettautomotive.com  
NYS R/S NO. R - 700 3673

Sales/Service: 516-785-7800  
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Parts/Wholesale: 516-785-7200

**Truck Service Center**  
1886 Seaford Avenue, Wantagh, NY 11793  
NYS R/S NO. R - 710 3950

CELL: [REDACTED]

CUSTOMER NO.	ADVISOR <b>WILLIAM AHRENS</b>	TAG NO. <b>1434</b>	INVOICE DATE <b>05/08/17</b>
[REDACTED]	LABOR RATE <b>135.00</b>	LICENSE NO.	MILEAGE <b>13,043</b>
[REDACTED]	YEAR / MAKE / MODEL <b>16/FORD TRUCK/EXPLORER/4DR 4WD XLT</b>	COLOR <b>MAGNETIC/EB</b>	DELIVERY DATE <b>12/31/15</b>
<b>MERRICK, NY</b>	VEHICLE ID NO. <b>1 F W 5 K 8 D 8 4 G</b>	SELLING DEALER NO.	DELIVERY MILES <b>132</b>
[REDACTED]	F.T.E. NO.	P.O. NO.	PRODUCTION DATE
[REDACTED]	COMMENTS	R.C. DATE <b>05/08/17</b>	

MO: [REDACTED]

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$45.00 (+TAX)  
TOTALS-----

CHECK OUT OUR WEBSITE AT WWW.HASSETTAUTOMOTIVE.COM  
\*\*\* ASK ABOUT OUR AFTERNOON QUICK LUBE SERVICE HOURS \*\*\*  
CONVENIENT SERVICE HOURS: M-F 7:30 A.M. TO 6:00 P.M.  
SATURDAY SERVICE 8:00 A.M. 3:00 P.M.  
VISIT OUR TRUCK SERVICE CENTER LOCATED AT 1886 SEAFORD AVE  
WANTAGH. ONE BLOCK WEST OF OUR MAIN FACILITY  
\*\*\*YOUR COMPLETE SATISFACTION IS OUR FIRST PRIORITY\*\*\*  
\*\*\*\*\* HASSETT GIVES BACK TO OUR CUSTOMERS \*\*\*\*\*  
ASK ABOUT OUR EXCLUSIVE OWNER ADVANTAGE REWARDS PROGRAM THAT  
ALLOWS YOU TO EARN REWARD DOLLARS TOWARD FUTURE PURCHASES!!

TOTAL LABOR....	17.50
TOTAL PARTS....	25.45
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	3.70
<b>TOTAL INVOICE \$</b>	<b>48.65</b>

**CUSTOMER**  
THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST. ALL FORD PARTS AND LABOR ARE COVERED UNDER A LIMITED WARRANTY FOR 24 MONTHS OR UNLIMITED MILES. SELLER HEREBY LIMITS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, TO THE SAME PERIOD. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH, AND THE EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT.

**WARRANTY**  
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 REPRESENTATIVES OF FORD.

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

PARTS SUB TOTAL	ALLOWANCE	DEALER PARTICIPATION	CUSTOMER PARTICIPATION OR DEDUCTIBLE
CLAIM CHGD OR DENIED	CLAIM RETURNED		
PRO RATE PERCENT	TOTAL LABOR	CORRECTED LABOR	
PRO RATE PERCENT	TOTAL PARTS	CORRECTED PARTS	
	TOTAL CLAIM	CORRECTED TOTAL	
APPROVED DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE			

The Reynolds and Reynolds Company, ERM/TM/TM/C CC569511 Q 03/18

# Hasset Has it!

Of Wantagh

**HASSETT LINCOLN MERCURY SALES, INC.**  
 3530 Sunrise Highway, Wantagh, NY 11793  
 www.hassettautomotive.com  
 NYS R/S NO. R - 700 3673

Sales/Service: 516-785-7800  
 Truck Service Center: 516-785-0000  
 Parts/Wholesale: 516-785-7200

Truck Service Center  
 1886 Sealord Avenue, Wantagh, NY 11793  
 NYS R/S NO. R - 710 3950

CUSTOMER NO.	ADVISOR <b>JOANNE GECEVICH</b>	TAX NO. <b>1491</b>	INVOICE DATE <b>10/05/17</b>	STOCK NO.
	LABOR RATE <b>135.00</b>	LICENSE NO.	MILEAGE <b>18,029</b>	GOLOR <b>MAGNETIC/EB</b>
PIERCE, NY	YEAR / MAKE / MODEL <b>16/FORD TRUCK/EXPLORER/4DR 4WD XLT</b>		DELIVERY DATE <b>12/31/15</b>	DELIVERY MILES <b>132</b>
	VEHICLE I.D. NO. <b>1FM5K8D84G</b>		SELLING DEALER NO.	PRODUCTION DATE
	R.T.E. NO.	P.O. NO.	R.C. DATE <b>10/05/17</b>	
	COMMENTS			MO:

CUSTOMER STATES PERFORM LUBE OIL AND FILTER MAINTENANCE PERFORMED LUBE OIL AND FILTER

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	FL-500-S	FILTER 356106 3*faa	5.95	5.95
JOB # 1	1	C9AZ-19S50-AX	WASHER/ 5*bjff	1.50	1.50
JOB # 1	6	XO-5W20-BSP	MOTOR OIL	3.00	18.00
JOB # 1 TOTAL PARTS					25.45
JOB # 1 TOTAL LABOR & PARTS					37.45

PERFORM MULTI POINT INSPECTION

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

CUSTOMER STATES FUMES CAN BE SMELT, ESP HORSE WHEN HVAC IN USE ON ACCELERATION (RESCHEDULE IF VERIFIED) VERIFIED A SULFUR SMELL, MUST RESCHEDULE. WOULD RECOMMEND A LOANER VEHICLE APPT.

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

BATTERY WEAR OK AT THIS TIME

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

BRAKE LINING WEAR CHECKED, BRAKES WEARING OK AT THIS TIME.

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

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

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

**CUSTOMER**  
 THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST. ALL FORD PARTS AND LABOR ARE COVERED UNDER A LIMITED WARRANTY FOR 24 MONTHS OR UNLIMITED MILES. SELLER HEREBY LIMITS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, TO THE SAME PERIOD. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH, AND THE EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT.

**WARRANTY**  
 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 REPRESENTATIVES OF FORD.

PARTS \$/HS TOTAL	ALLOWANCE	DEALER PARTICIPATION	CUSTOMER CONTRIBUTION OR DEDUCTIBLE
CLAIM DATED OR CHARGED	CLAIM RETURNED		
PRO RATE PERCENT	TOTAL LABOR	CORRECTED LABOR	
PRO RATE PERCENT	TOTAL PARTS	CORRECTED PARTS	
	TOTAL CLASS	CORRECTED TOTAL	

# Hassett Has It!

Of Wantagh



**HASSETT LINCOLN MERCURY SALES, INC.**  
 3530 Sunrise Highway, Wantagh, NY 11793  
 www.hassettautomotive.com  
 NYS R/S NO. R - 700 3673

Sales/Service: 516-785-7800  
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 Parts/Wholesale: 516-785-7200

Truck Service Center  
 1886 Seaford Avenue, Wantagh, NY 11793  
 NYS R/S NO. R - 710 3950

CUSTOMER NO. [REDACTED]	ADVISOR <b>JOANNE GECEVICH</b>	1491	TAG NO. [REDACTED]	INVOICE DATE <b>10/05/17</b>	CEL [REDACTED]
[REDACTED]	LABOR RATE <b>135.00</b>	LICENSE NO.	MILEAGE <b>18,029</b>	COLOR <b>MAGNETIC/EB</b>	STOCK NO.
[REDACTED]	YEAR / MAKE / MODEL <b>16/FORD TRUCK/EXPLORER/4DR 4WD XLT</b>			DELIVERY DATE <b>12/31/15</b>	DELIVERY MILES <b>132</b>
MERRICK, NY [REDACTED]	VEHICLE ID NO. <b>1FM5K8D84GG [REDACTED]</b>			SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	F.T.E. NO.		P.O. NO.	R.O. DATE <b>10/05/17</b>	
[REDACTED]	COMMENTS				MO: [REDACTED]

JOB # & TOTAL LABOR & PARTS **0.00**

ESTIMATE-----  
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
 ORIGINAL ESTIMATE OF **\$45.00 (+TAX)**

COMMENTS-----  
 WINDOW TINT MUST BE REMOVED PRIOR TO NEW YORK STATE INSPECTION  
 NYSI DUE 12/31/2017  
 DELETED OPERATION(S)  
 23FOZZSAFETY NYSI SAFETY INSPECTI

TOTALS-----

CHECK OUT OUR WEBSITE AT WWW.HASSETTAUTOMOTIVE.COM  
 \*\*\* ASK ABOUT OUR AFTERNOON QUICK LUBE SERVICE HOURS \*\*\*  
 CONVENIENT SERVICE HOURS: M-F 7:30 A.M. TO 6:00 P.M.  
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 WANTAGH. ONE BLOCK WEST OF OUR MAIN FACILITY  
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\*\*\*\*\* HASSETT GIVES BACK TO OUR CUSTOMERS \*\*\*\*\*  
 ASK ABOUT OUR EXCLUSIVE OWNER ADVANTAGE REWARDS PROGRAM THAT  
 ALLOWS YOU TO EARN REWARD DOLLARS TOWARD FUTURE PURCHASES!!

TOTAL LABOR....	12.00
TOTAL PARTS....	25.45
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	3.23
<b>TOTAL INVOICE \$</b>	<b>40.68</b>

**CUSTOMER**

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CUSTOMER SIGNATURE \_\_\_\_\_

\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

WARRANTY SUB TOTAL	ALLOWANCE	DEALER PARTICIPATION	CUSTOMER PORTION ON SERVICE
CLAIM DENIED OR DENIED	CLAIM RETURNED		
PRO RATE PERCENT	TOTAL LABOR	CORRECTED LABOR	
PRO RATE PERCENT	TOTAL PARTS	CORRECTED PARTS	
	TOTAL CLAIM	CORRECTED TOTAL	

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

The Reynolds and Reynolds Company Reprint No. DCE60351 1 Q (08/16)

# Hassett Has it!

Of Wantagh

**HASSETT LINCOLN MERCURY SALES, INC.**  
 3530 Sunrise Highway, Wantagh, NY 11793  
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 Parts/Wholesale: 516-785-7200

Truck Service Center  
 1886 Seaford Avenue, Wantagh, NY 11793  
 NYS R/S NO. R - 710 3950

CUSTOMER NO. [REDACTED]	APR/DOB <b>JULIANA MILONE</b>	TAG NO. [REDACTED]	INVOICE DATE <b>11/09/17</b>	CELL [REDACTED]
[REDACTED]	LABOR RATE <b>135.00</b>	LICENSE NO.	MILEAGE <b>19,072</b>	COLOR <b>MAGNETIC/EB</b>
[REDACTED]	YEAR MAKE MODEL <b>16/FORD TRUCK/EXPLORER/4DR 4WD XLT</b>	DELIVERY DATE <b>12/31/15</b>	DELIVERY MILES <b>132</b>	STOCK NO.
[REDACTED]	VEHICLE LG NO. <b>1FM5K8D84G [REDACTED]</b>	DELING DEALER NO.	PRODUCTION DATE	
[REDACTED]	P.T.E. NO.	O. DATE <b>11/06/17</b>		
[REDACTED]	COMMENTS			MO: [REDACTED]

CUST STATES PERFORM RECALL  
 LAST SERVICE WAS VERIFIED  
 ROAD TESTED AND FOUND OIL BURNING SMELL IS PRESENT  
 RELATED TO REPAIR 03 BELOW

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

PERFORM MULTI POINT INSPECTION

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

CUSTOMER STATES ENGINE OIL LEAK  
 FOUND TIMING COVER GASKET LEAKING, CAUSING OIL BURNING SMELL  
 RESEALED TIMING COVER GASKET

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 3	1	XN4Z-6700-AA	SEAL AS 067186 4*gh		WARRANTY
JOB # 3	6	BR3Z-6C535-B	SEAL - 470241 4*gfd		WARRANTY
JOB # 3	1	BR3Z-65B4-C	GASKET 470201 4*gfl		WARRANTY
JOB # 3	1	BR3Z-65B4-B	GASKET 470199 4*gfl		WARRANTY
JOB # 3	1	TA-31	SEALANT 029449 2*ddb		WARRANTY
JOB # 3	1	AT4Z-9H486-A	GASKET 470815 4*jei		WARRANTY
JOB # 3	1	F5RZ-6A340-B	BOLT - 414598 4*gde		WARRANTY
			JOB # 3 TOTAL PARTS	0.00	
			JOB # 3 TOTAL LABOR & PARTS	0.00	

BATTERY WEAR OK AT THIS TIME

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

BRAKE LINING WEAR CHECKED. BRAKES WEARING OK AT THIS TIME.

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

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

**CUSTOMER**  
 THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST. ALL FORD PARTS AND LABOR ARE COVERED UNDER A LIMITED WARRANTY FOR 24 MONTHS OR UNLIMITED MILES. SELLER HEREBY LIMITS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, TO THE SAME PERIOD. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH, AND THE EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT.

**WARRANTY**  
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PARTS \$/LS TOTAL	ALLOWANCE	DEALER PARTICIPATION	CUSTOMER PARTICIPATION OR DEDUCTIBLE
CLAIM CHGD OR DENIED	CLAIM RETURNED		
PRO RATE PERCENT	TOTAL LABOR	CORRECTED LABOR	
PRO RATE PERCENT	TOTAL PARTS	CORRECTED PARTS	
	TOTAL CLAIM	CORRECTED TOTAL	

# Hassett Has It!

Of Wantagh

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 Parts/Wholesale: 516-785-7200

Truck Service Center  
 1886 Seaford Avenue, Wantagh, NY 11793  
 NYS R/S NO. R - 710 3950

CUSTOMER NO. [REDACTED]	ADVISOR <b>JULIANA MILONE</b>	TAG NO. <b>1363</b>	INVOICE DATE <b>11/09/17</b>
[REDACTED]	LABOR RATE <b>135.00</b>	LICENSE NO.	MILEAGE <b>19,072</b>
[REDACTED]	YEAR / MAKE / MODEL <b>16/FORD TRUCK/EXPLORER/4DR 4WD XLT</b>	COLOR <b>MAGNETIC/EB</b>	STOCK NO. [REDACTED]
<b>MERRICK, NY</b>	VEHICLE I.D. NO. <b>1 F M 5 K 8 D 8 4 G</b>	DELIVERY DATE <b>12/31/15</b>	DELIVERY MILES <b>132</b>
[REDACTED]	F.T.E. NO.	SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	COMMENTS	R.O. DATE <b>11/06/17</b>	

QUANTITY	PP NUMBER	DESCRIPTION	UNIT PRICE
		JOB # 6 TOTAL PARTS	0.00
		JOB # 6 TOTAL LABOR & PARTS	0.00
<b>COMMENTS</b>			
NIGHT DROP NEEDS RIDE BACK HOME ### Created By: kmartone, Created 0 n: 10-05-2017, Transport Type: DROP OFF			
<b>TOTALS</b>			
CHECK OUT OUR WEBSITE AT WWW.HASSETTAUTOMOTIVE.COM		TOTAL LABOR....	0.00
*** ASK ABOUT OUR AFTERNOON QUICK LUBE SERVICE HOURS ***		TOTAL PARTS....	0.00
CONVENIENT SERVICE HOURS: M-F 7:30 A.M. TO 6:00 P.M.		TOTAL SUBLET....	0.00
SATURDAY SERVICE 8:00 A.M. 3:00 P.M.		TOTAL G.O.G....	0.00
VISIT OUR TRUCK SERVICE CENTER LOCATED AT 1886 SEAFORD AVE		TOTAL MISC CHG.	0.00
WANTAGH. ONE BLOCK WEST OF OUR MAIN FACILITY		TOTAL MISC DISC	0.00
***YOUR COMPLETE SATISFACTION IS OUR FIRST PRIORITY***		TOTAL TAX.....	0.00
***** HASSETT GIVES BACK TO OUR CUSTOMERS *****		<b>TOTAL INVOICE \$</b>	<b>0.00</b>
ASK ABOUT OUR EXCLUSIVE OWNER ADVANTAGE REWARDS PROGRAM THAT ALLOWS YOU TO EARN REWARD DOLLARS TOWARD FUTURE PURCHASES!!			

**CUSTOMER**

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CUSTOMER SIGNATURE \_\_\_\_\_

\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

PARTS SUB TOTAL	ALLOWANCE	DEALER PARTICIPATION	CUSTOMER PARTICIPATION OR DEDUCTIBLE
CLAIM CHGO OR DISGO	CLAIM RETURNED		
PRO RATS PERCENT	TOTAL LABOR	CORRECTED LABOR	
PRO RATS PERCENT	TOTAL PARTS	CORRECTED PARTS	
	TOTAL CLAIM	CORRECTED TOTAL	

The Reynolds and Reynolds Company EBARTWWE CCG93511 Q (09/18)

# Hassett Has It!

Of Wantagh

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Truck Service Center  
 1886 Seaford Avenue, Wantagh, NY 11793  
 NYS R/S NO. R - 710 3950

CUSTOMER NO. [REDACTED]	ADVISOR <b>ALESSANDRO BALSAMO</b>	TAG NO. 1186	INVOICE DATE <b>06/29/18</b>	CELL: [REDACTED]
[REDACTED]	LABOR RATE <b>135.00</b>	LICENSE NO.	MILEAGE <b>27,410</b>	COLOR <b>MAGNETIC/EB</b>
[REDACTED]	YEAR / MAKE / MODEL <b>16/FORD TRUCK/EXPLORER/4DR 4WD XLT</b>		DELIVERY DATE <b>12/31/15</b>	STOCK NO.
[REDACTED]	VEHICLE NO. <b>1FM5K8D84GG</b>		SELLING DEALER NO.	DELIVERY MILES <b>132</b>
[REDACTED]	R.Y.E. NO.	P.O. NO.	R.O. DATE <b>06/27/18</b>	PRODUCTION DATE
RESIDENCE PHONE <b>516-385-4952</b>	BUSINESS PHONE <b>718-244-4335</b>	COMMENTS		

**LABOR & PARTS**

CUSTOMER STATES KEY FOB BATTERY LOW MESSAGE IS ON PLEASE CHECK CHECKED AND VERIFIED CONCERN, REPLACED KEY FOB BATTERY AND RETEST, ALL OK

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	2	CR2025	ALARM BATT		
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

**CUSTOMER**

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CUSTOMER STATES WHEN DRIVING AT HIGHER SPEEDS OR MERGING ONTO THE PARKWAY THERE IS A BURNING SMELL PRESENT, PLEASE CHECK AND ADVISE OIL LEAK WAS REPAIRED ON LAST VISIT ROADTESTED AND VERIFIED CONCERN, FOUND EXHAUST FUMES COMING INTO VEHICLE, PERFORMED PROGRAM 17N03 - INSPECTED BODY PLUGS. INSPECTED AIR EXTRACTORS, FOUND AIR EXTRACTORS FAILED, REPLACED AIR EXTRACTORS, APPLIED MASTIC PATCHES, APPLIED SEALER WHERE NECESSARY, REPROGRAMMED HVAC MODULE AND REROADTESTED, ALL OK

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2	2	CK4Z-13014-B	INSULAT 719136		
JOB # 2	3	4M8Z-78280B62-A	VALVE A 281978		
JOB # 2	2	8B5Z-61280B62-B	GRILLE 770451		
JOB # 2	1	OTHER	RUST INHIBIT		
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00

**WARRANTY**

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CUSTOMER STATES PERFORM WORKS PACKAGE PERFORMED WORKS MAINTENANCE PACKAGE LUBE OIL AND FILTER SERVICE TIRE ROTATION

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 3	1	FL-500-S	FILTER 356106	6.50	6.50
JOB # 3	6	XO-5W20-BSP	MOTOR OIL	3.10	18.60
				JOB # 3 TOTAL PARTS	25.10
				JOB # 3 TOTAL LABOR & PARTS	45.10

PARTS DUE TOTAL	ALLOWANCE	DEALER PARTICIPATION	CUSTOMER PARTICIPATION OR DEDUCTIBLE
CLAIM CHARGED OR DEDUCTED	CLAIM RETURNED		
PAID RATE PERCENT	TOTAL LABOR	CORRECTED LABOR	
PAID RATE PERCENT	TOTAL PARTS	CORRECTED PARTS	
	TOTAL CLAIM	CORRECTED TOTAL	

PERFORM MULTI POINT INSPECTION

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

# Hassett Has it!

OF Wantagh

**HASSETT LINCOLN MERCURY SALES, INC.**  
 3530 Sunrise Highway, Wantagh, NY 11793  
 www.hassettautomotive.com  
 NYS R/S NO. R - 700 3873

Sales/Service: 516-785-7800  
 Truck Service Center: 516-785-0000  
 Parts/Wholesale: 516-785-7200

Truck Service Center  
 1888 Seaford Avenue, Wantagh, NY 11793  
 NYS R/S NO. R - 710 3950

CUSTOMER NO. [REDACTED]		ADVISOR <b>ALESSANDRO BALSAMO</b>	TAG NO. 1186	INVOICE DATE <b>06/29/18</b>	CELL [REDACTED]																				
LABOR RATE <b>135.00</b>		LICENSE NO.	MILEAGE <b>27,410</b>	COLOR <b>MAGNETIC/EB</b>	STOCK NO.																				
YEAR / MAKE / MODEL <b>16/FORD TRUCK/EXPLORER/4DR 4WD XLT</b>		DELIVERY DATE <b>12/31/15</b>		DELIVERY MILES <b>132</b>																					
VEHICLE ID NO. <b>1FM5K8D84GG [REDACTED]</b>		SELLING DEALER NO.		PRODUCTION DATE																					
P.T.E. NO.		R.O. NO.		R.O. DATE <b>06/27/18</b>																					
COMMENTS																									
MO [REDACTED]																									
JOB # 4 TOTAL LABOR & PARTS			0.00																						
TIRE TREAD WEAR CHECKED. MARGINAL TREAD REMAINING. TIRES WILL REQUIRE REPLACEMENT IN THE NEAR FUTURE.																									
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----			UNIT PRICE-----																						
			JOB # 5 TOTAL PARTS 0.00																						
			JOB # 5 TOTAL LABOR & PARTS 0.00																						
BATTERY WEAR OK AT THIS TIME																									
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----			UNIT PRICE-----																						
			JOB # 6 TOTAL PARTS 0.00																						
			JOB # 6 TOTAL LABOR & PARTS 0.00																						
BRAKE LINING WEAR CHECKED. BRAKES WEARING OK AT THIS TIME.																									
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----			UNIT PRICE-----																						
			JOB # 7 TOTAL PARTS 0.00																						
			JOB # 7 TOTAL LABOR & PARTS 0.00																						
MISC-----CODE-----DESCRIPTION-----CONTROL NO-----			2.04																						
JOB # A SSUPP SHOP SUPPLIES			TOTAL - MISC 2.04																						
ESTIMATE-----																									
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$52.00 (+TAX)																									
COMMENTS-----																									
DROP-LEAVE FOR 2 DAYS ### Created By: kmartone, Created On: 06-12-2018, Transport Type: DROP OFF																									
<table border="1"> <tr> <td>PARTS \$/HS TOTAL</td> <td>ALLOWANCE</td> <td>DEALER (MISC/OTHER)</td> <td>CUSTOMER PARTICIPATION (OR PRODUCTIVE)</td> </tr> <tr> <td>CLAIM CHGO OR DENIED</td> <td>CLAIM RETURNED</td> <td></td> <td></td> </tr> <tr> <td>PRO RATE PERCENT</td> <td>TOTAL LABOR</td> <td colspan="2">CORRECTED LABOR</td> </tr> <tr> <td>PRO RATE PERCENT</td> <td>TOTAL PARTS</td> <td colspan="2">CORRECTED PARTS</td> </tr> <tr> <td></td> <td>TOTAL CLAIM</td> <td colspan="2">CORRECTED TOTAL</td> </tr> </table>						PARTS \$/HS TOTAL	ALLOWANCE	DEALER (MISC/OTHER)	CUSTOMER PARTICIPATION (OR PRODUCTIVE)	CLAIM CHGO OR DENIED	CLAIM RETURNED			PRO RATE PERCENT	TOTAL LABOR	CORRECTED LABOR		PRO RATE PERCENT	TOTAL PARTS	CORRECTED PARTS			TOTAL CLAIM	CORRECTED TOTAL	
PARTS \$/HS TOTAL	ALLOWANCE	DEALER (MISC/OTHER)	CUSTOMER PARTICIPATION (OR PRODUCTIVE)																						
CLAIM CHGO OR DENIED	CLAIM RETURNED																								
PRO RATE PERCENT	TOTAL LABOR	CORRECTED LABOR																							
PRO RATE PERCENT	TOTAL PARTS	CORRECTED PARTS																							
	TOTAL CLAIM	CORRECTED TOTAL																							
<small>(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)</small>																									

# Hassett Has It!

OF Wantagh

**HASSETT LINCOLN MERCURY SALES, INC.**  
 3530 Sunrise Highway, Wantagh, NY 11793  
 www.hassettautomotive.com  
 NYS R/S NO. R - 700 3673

Sales/Service: 516-785-7800  
 Truck Service Center: 516-785-0000  
 Parts/Wholesale: 516-785-7200

Truck Service Center  
 1886 Seaford Avenue, Wantagh, NY 11793  
 NYS R/S NO. R - 710 3950

CUSTOMER NO. [REDACTED]	ADVISOR <b>ALESSANDRO BALSAMO</b>	TAG NO. <b>1186</b>	INVOICE DATE <b>06/29/18</b>	CELL [REDACTED]
[REDACTED]	LABOR RATE <b>135.00</b>	LICENSE NO.	MILEAGE <b>27,410</b>	COLOR <b>MAGNETIC/EB</b>
[REDACTED]	YEAR/MAKE/MODEL <b>16/FORD TRUCK/EXPLORER/4DR 4WD XLT</b>	DELIVERY DATE <b>12/31/15</b>	DELIVERY MILES <b>132</b>	STOCK NO.
[REDACTED]	VEHICLE ID NO. <b>1FM5K8D84G</b>	BILLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	R.T.E. NO.	R. DATE <b>06/27/18</b>		
[REDACTED]	COMMENTS			

MO: [REDACTED]

CHECK OUT OUR WEBSITE AT [WWW.HASSETTAUTOMOTIVE.COM](http://WWW.HASSETTAUTOMOTIVE.COM)  
 \*\*\* ASK ABOUT OUR AFTERNOON QUICK LUBE SERVICE HOURS \*\*\*  
 CONVENIENT SERVICE HOURS: M-F 7:30 A.M. TO 6:00 P.M.  
 SATURDAY SERVICE 8:00 A.M. 3:00 P.M.  
 VISIT OUR TRUCK SERVICE CENTER LOCATED AT 1886 SEAFORD AVE  
 WANTAGH, ONE BLOCK WEST OF OUR MAIN FACILITY  
 \*\*\*YOUR COMPLETE SATISFACTION IS OUR FIRST PRIORITY\*\*\*

\*\*\*\*\* HASSETT GIVES BACK TO OUR CUSTOMERS \*\*\*\*\*  
 ASK ABOUT OUR EXCLUSIVE OWNER ADVANTAGE REWARDS PROGRAM THAT  
 ALLOWS YOU TO EARN REWARD DOLLARS TOWARD FUTURE PURCHASES!!

TOTAL LABOR....	20.00
TOTAL PARTS....	25.10
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	2.04
TOTAL MISC DISC	0.00
TOTAL TAX.....	4.06
<b>TOTAL INVOICE \$</b>	<b>51.20</b>

**CUSTOMER**  
 THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST. ALL FORD PARTS AND LABOR ARE COVERED UNDER A LIMITED WARRANTY FOR 24 MONTHS OR UNLIMITED MILES. SELLER HEREBY LIMITS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, TO THE SAME PERIOD. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH, AND THE EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT.

**WARRANTY**  
 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 REPRESENTATIVES OF FORD.

PARTS SUB TOTAL	ALLOWANCE	DEALER PARTICIPATION	CUSTOMER PARTICIPATION OR DEDUCTIBLE
CLAIM CHGD OR DISHED	CLAIM RETURNED		
PRO RATE PERCENT	TOTAL LABOR	CORRECTED LABOR	
PRO RATE PERCENT	TOTAL PARTS	CORRECTED PARTS	
	TOTAL CLAIM	CORRECTED TOTAL	

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



# CROSSROADS FORD INC.

PO Box 2069  
Wake Forest, NC 27688

CUSTOMER [REDACTED] CARY, [REDACTED]	ADVISOR ANTHONY WEDDINGTON 201 [REDACTED]	INVOICE DATE 10/11/18	CELL [REDACTED]
	LABOR RATE	LICENSE NO.	MILEAGE 31,863
YEAR / MAKE / MODEL 16/FORD TRUCK/EXPLORER/4DR 4WD XLT		DELIVERY DATE	DELIVERY MILES
VEHICLE I.D. NO. 1FM5K8D84G [REDACTED]		SELLING DEALER NO.	PRODUCTION DATE
F.T.E. NO.		R.O. NO.	R.O. DATE 09/26/18
COMMENTS			MO: [REDACTED]

**LABOR & PARTS**  
J# 1 20FOZ

**DRIVEABILITY** TECH(S):623  
CUSTOMER STATES VEHICLE HAS BURNING SMELL WHEN A/C IS RUNNING AND HAS HARD ACCELERATION. HAS BEEN IN HERE FOR SAME ISSUE PLEASE CHECK AND ADVISE PRESSURIZE CABIN AND TEST FOR LEAKS. PASS. REINSTALL ALL LIGHTS, BUMPER, LOAD SPACE TRIM PANELS. INSTALL NEW QUARTER PANEL MOULDINGS. TEST DRIVE AND RETEST OK. INSPECT FOR LEAKS NONE FOUND. RAN OASIS. PERFORM TSB 17-0044 NON POLICE SERVICE PROCEDURE 1. HOOK UP IDS REPROGRAM HVAC MODULE. INSPECT LIFTGATE SEAL, OK. INSPEC 3 DRAIN VALVES, OK. REMOVE TAIL LIGHTS AND SEAL WITH SEAM SEALER BODY PLUGS, ANCHOR NUTS AND BODY SEAMS, WIRE HARNESS GROMMETS. INSPECT FOR EXCESSIVE BODY SEALER UNDER GROMMETS, OK. REMOVE LH/RH REAR QUARTER PANEL MOULDINGS AND SEAL GAPS IN LOWER UPPER, FRONT, BACKSIDE EDGES. REMOVE REAR BUMPER. SEAL SPARE-TIRE PAN-PLUGS. SEAL ENTIRE LENGTH OF REAR SEAM. SEAL LH/RH BOXED SECTIONS OF UNDER BODY, SEAL JOINED PANELS AND PLUGS. SEAL REAR WHEEL ARCH. WRAP EXTERIOR WIRE HARNESS WITH COROPLAST TAPE AND SEAL PLUG. SEAL REAR EVAPORATOR INLET LINES AND FOAM SEAL GAPS. REMOVE WRAP INTERIOR HARNESS WITH COROPLAST TAPE BEHIND LOAD SPACE TRIM RR. PANEL. REMOVE LH REAR LOAD SPACE TRIM PANEL SEAL FROM THE INSIDE EVAP LINE AND GAPS REMOVE LIFTGATE TRIM PANEL. SEAL APPELOQUE AND LICENSE PLATE NAME BRACE ATTACHMENT POINTS AND PLUGS. REMOVE SPOILER AND INSPECT FOAM SEAL AND WASHER ROSE ROUTING. OK. REPLACE RETENTION SPOILER RETENTION GEEPS. FOAM WASHERS AND STRAIGHTEN SHEET METAL. SEAL AIR EXTRACTORS AND

**WARRANTY**

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	6852-782916-AA	MOULDING		WARRANTY
JOB # 1	1	LA-2-6	MOULDING		WARRANTY
JOB # 1	1	6857-1042K03-B	ADHESIVE		WARRANTY
JOB # 1	1	W13131-5300	KIT - REAR SP		WARRANTY
			PLUG		WARRANTY
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

**Service Charge.** The Service Charge defrays Dealer's overhead costs, including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs defrayed by the Service Charge. The Service Charge is not a government required fee.

As part of our effort to provide a superior level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW**, by signing this form, you give this Dealership **PERMISSION** to contact you (either personally, via text messages or with pre-recorded telemarketing messages) at the telephone numbers (which may include wireless phone numbers), fax number and/or e-mail address listed. This **AUTHORIZATION** allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

Please do not contact me as provided above.

**ARBITRATION REQUIRED BY THIS AGREEMENT:**  
The parties agree that instead of litigation in a court, any dispute, controversy, or claim arising out of or relating to the parts provided, service or repair of the subject motor vehicle or to this Agreement or to any other document or agreement between the parties relating to the subject motor vehicle shall be settled by binding arbitration pursuant to the Uniform Arbitration Act in effect in the state and no more than thirty miles from the dealership's physical location, and shall be conducted by a single arbitrator who shall also be licensed to practice law in the state the arbitration is to be held. Each party will pay its own costs. Any award rendered by the arbitrator may be entered in any court having jurisdiction.

We are not responsible or liable for loss or damage to vehicle or articles left in vehicle in case of fire, theft, vandalism, inclement weather or other cause beyond our control.

Customer agrees that this Agreement includes all of the terms and conditions on the front and back sides hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises the entire agreement between Customer and Dealer relating to these repairs or other matters referred to on the front or back side of this document.

X \_\_\_\_\_  
Signature  
Please see reverse side.

**J# 2+38FOZ**

**ELECTRICAL SYSTEM** TECH(S):623  
CUSTOMER STATES DRIVERS DOOR SPEAKER CUTS IN AND OUT VERIFIED COMPLAINT. HOOK UP IDS PERFORM BCE DIAGNOSIS, NO CODES. PERFORM BCE PINPOINT TEST F1-F4, F4 YES STILL PRESENT. R AND I LF DOOR PANEL AND REPLACE LF DOOR SPEAKER. RETEST OK.

**WARRANTY**

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2	1	GB52-18808-GA	SPEAKER ASY		WARRANTY
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00

**J# 3+38FOZ-2**

**ELECTRICAL** TECH(S):623  
CUSTOMER STATES THE AIRBAG LIGHT IS COMING ON

**WARRANTY**



# CROSSROADS FORD INC.

PO Box 2069  
Wake Forest, NC 27588

CELL [REDACTED]

CUSTOMER NO. [REDACTED]	ADVISOR ANTHONY WEDDINGTON 201 [REDACTED]	TRUCK NO. [REDACTED]	INVOICE DATE 10/11/18
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 31,863
[REDACTED]	YEAR / MAKE / MODEL 16/FORD TRUCK/EXPLORER/4DR 4WD XLT	DELIVERY DATE	DELIVERY MILES
CARY, NC [REDACTED]	VEHICLE I.D. NO. 1 F M S K 8 D 8 4 G G [REDACTED]	SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE 09/26/18
[REDACTED]	COMMENTS		

MO: [REDACTED]

VERIFIED COMPLAINT. PERFORM TSB 16-0001. IOS TEST B141C-RCM.  
PERFORM WIRING UPDATE FOLLOWING SERVICE PROCEDURE. CLEAR AND  
RETEST OK.

**Service Charge.** The Service Charge covers Dealer's overhead costs, including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs detracted by the Service Charge. The Service Charge is not a government-required fee.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 3	2	FUZZ-14S411-RA	WIRE ASY		
				JOB # 3 TOTAL PARTS	0.00
				JOB # 3 TOTAL LABOR & PARTS	0.00

J# 4+72FOZLOANER	LOANER CAR	TECH(S):623	WARRANTY
SERVICE LOANER CAR			
THANK YOU FOR USING CROSSROADS FORD			

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

COMMENTS	++WAITER++
TOTALS	

THANK YOU FOR TRUSTING CROSSROADS FORD TO SERVICE YOUR VEHICLE. PLEASE CONTACT ROBERT ROBOFF AT 919-460-5621 OR ROBERT.ROBOFF@CROSSROADSCARS.COM IF YOU ARE NOT COMPLETELY SATISFIED WITH YOUR SERVICE. VISIT	TOTAL LABOR	0.00
	TOTAL PARTS	0.00
	TOTAL SUBLET	0.00
	TOTAL C.O.D.	0.00
	TOTAL MISC. CHG.	0.00
	TOTAL NETS. BASE	0.00
	TOTAL TAX	0.00
	<b>TOTAL INVOICE</b>	<b>0.00</b>

CASH ( ) CHECK ( ) CHECK ( )  
 VISA ( ) M/C ( ) MD ( )  
 CHARGE ( )

As part of our effort to provide a superior level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW**, by signing this form, you give this Dealership **PERMISSION** to contact you (either personally, via text messages or with prerecorded telemarketing messages) at the telephone numbers (which may include wireless phone numbers), fax number and/or e-mail address listed. This **AUTHORIZATION** allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

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X \_\_\_\_\_  
 Signature  
 Please see reverse side.

MSRP and options shown. MSRP shown. MSRP shown.



# CROSSROADS FORD INC.

PO Box 2069  
Wake Forest, NC 27888

CEL

CUSTOMER NO.	ADVISOR ANTHONY WEDDINGTON 201	TAG NO.	INVOICE DATE 11/21/18
LABOR RATE	LICENSE NO.	MILEAGE 33,361	COLOR
YEAR/MAKE/MODEL 16/FORD TRUCK/EXPLORER/4DR 4WD XLT	DELIVERY DATE	STOCK NO.	
VEHICLE I.D. NO. 1FM5K8D84GG	SELLING DEALER NO.	DELIVERY MILES	
R.T.S. NO.	R.O. NO.	R.O. DATE 11/14/18	PRODUCTION DATE
COMMENTS			MO:

LABOR & PARTS  
3#-1-20FOZ DRIVEABILITY TECH(S)-336 WARRANTY

CUSTOMER STATES THEY CAN SMELL EXHAUST FUMES COMING FROM THE VENTS WHEN ACCELERATING INSPECTED VEHICLE. CHECKED WARRANTY HISTORY, SAW THAT CUSTOMER HAS BEEN COMPLAINING ABOUT THIS BEFORE. INSPECTED THE UNDER SIDE PER TSB 17-0044. I CAN SEE THE SEAM SEALANT IN THE SEAM CRACKS, THE FOIL TAPE IS COVERING THE REAR BODY PLUGS. ALL THREE LIFTGATE WATER DRAIN VALVES ARE INSTALLED AND LOOKS LIKE THE REAR BUMPER COVER AND TAIL LAMPS WERE REMOVED FOR INSPECTION. INSPECTED THE UNDERSIDE SOME MORE AND NOTICED THE FRONT CV JOINT ON THE DRIVESHAFT IS LEAKING GREASE AND HAS BEEN SPRAYING THE GREASE ONTO THE EXHAUST SYSTEM. THE CLAMPS CANNOT BE TIGHTENED ANYMORE SO I ORDERED A NEW DRIVE SHAFT ASSEMBLY ALONG WITH THE ONE TIME USE BOLTS. WENT OUT ON TWO TEST DRIVES WITH A CO TESTER CLIPPED TO MY JACKET. DROVE ABOUT 15 MILES ON EACH TRIP. TEM MONITOR TESTER DID NOT DETECT ANY CO EMISSIONS ON EITHER DRIVE. INSTALL NEW DRIVESHAFT. CLEAN ALL GREASE FROM EXHAUST AND UNDERSIDE OF VEHICLE. ROAD TEST OK.

**Service Charge.** The Service Charge defrays Dealer's overhead costs, including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs defrayed by the Service Charge. The Service Charge is not a government-required fee.

As part of our effort to provide a superior level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW**, by signing this form, you give this Dealership PERMISSION to contact you (either personally, via text messages or with pre-recorded telemarketing messages) at the telephone numbers (which may include wireless phone numbers), fax number and/or e-mail address listed. This AUTHORIZATION allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

Please do not contact me as provided above.

**ARBITRATION REQUIRED BY THIS AGREEMENT:** The parties agree that instead of litigation in a court, any disputes, controversy, or claim arising out of or relating to the parts provided, service or repair of the subject motor vehicle or to this Agreement or to any other document or agreement between the parties relating to the subject motor vehicle shall be settled by binding arbitration pursuant to the Uniform Arbitration Act in effect in the state and no more than thirty miles from the dealership's physical location, and shall be conducted by a single arbitrator who shall also be licensed to practice law in the state the arbitration is to be held. Each party will pay its own costs. Any award rendered by the arbitrator may be entered in any court having jurisdiction.

We are not responsible or liable for loss or damage to vehicle or articles left in vehicle in case of fire, theft, vandalism, indement weather or other cause beyond our control.

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X \_\_\_\_\_  
Signature  
Please see reverse side.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1		FC12-0602	SHAFT/ASY		
JOB # 1		161318-5450	BOLTS		
JOB # 1 TOTAL PARTS				0.00	
JOB # 1 TOTAL LABOR & PARTS				0.00	

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

MISC	CODE	DESCRIPTION	CONTROL NO	WARRANTY
JOB # 2	TAP	TAP DAYS		
TOTAL - MISC			0.00	

The Reynolds and Reynolds Company BOUNTIFUL CO. CT18833 D (03/18)



# CROSSROADS FORD INC.

PO Box 2069  
Wake Forest, NC 27588

CELL [REDACTED]

CUSTOMER NO. [REDACTED]	ADVISOR ANTHONY WEDDINGTON	201	TAG N [REDACTED]	INVOICE DATE 11/21/18
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 33,361	COLOR /
CARY, NC [REDACTED]	YEAR / MAKE / MODEL 16/FORD TRUCK/EXPLORER/4DR 4WD XLT			DELIVERY DATE
[REDACTED]	VEHICLE I.D. NO. 1 F M 5 K 8 D 8 4 G G			DELIVERY MILES
[REDACTED]	F.T.E. NO.	P. [REDACTED]	[REDACTED]	SELLING DEALER NO.
[REDACTED]	COMMENTS			PRODUCTION DATE
[REDACTED]				MO. DATE 11/14/18

THANK YOU FOR TRUSTING CROSSROADS FORD TO SERVICE YOUR VEHICLE. PLEASE CONTACT ROBERT RUDLOFF AT 919-460-5621 OR ROBERT.RUDLOFF@CROSSROADSCARS.COM IF YOU ARE NOT COMPLETELY SATISFIED WITH YOUR SERVICE VISIT.

CASH ( ) CHECK ( ) CHECK# ( )  
VISA ( ) M/C ( ) AMEX ( )  
CHARGE ( )

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

**TOTAL INVOICE \$ 0.00**

**Service Charge.** The Service Charge is the Dealer's overhead costs, including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs defrayed by the Service Charge. The Service Charge is not a government-required fee.

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X \_\_\_\_\_  
Signature  
Please see reverse side.

SF682201 Q (08/15)

CUSTOMER SIGNATURE



# Service History

Customer Name [REDACTED]

VIN 1FM5K8D84GG [REDACTED]

Total ROs 8

Total Service Days 19

Make FT FORD TRUCK

RO#	RO Date	Mileage	Adv/Tech	Jo...	Sale Type	Operation ...	Operation Description
[REDACTED]	06/27/18	27412	A - 1186				
			T - 1523	1	W - WAR...	11FOZ	ACCESSORIES
			T - 1523	2	W - WAR...	05FOZ	EXHAUST
			T - 1523	3	C - CUST...	51FOZWRKS	*"THE WORKS" GA...
			T - 1523	4	C - CUST...	00FOZ99P	*MULTI POINT INSP
			T - 1523	5	C - CUST...	00FOZYTIRE	TIRES MARGINAL
			T - 1523	6	C - CUST...	00FOZGBATT	BATTERY OK
[REDACTED]	11/06/17	19072	A - 1363				
			T - 1379	1	W - WAR...	31FOZ	RECALLS AND CAM...
			T - 1379	2	W - WAR...	00FOZ99P	*MULTI POINT INSP
			T - 1379	3	W - WAR...	06FOZZLEAK	ENGINE OIL LEAK
			T - 1379	4	W - WAR...	00FOZGBATT	BATTERY OK
			T - 1379	5	W - WAR...	00FOZGBK	BRAKES OK
			T - 1379	6	W - WAR...	00FOZGTIRE	TIRES OK
[REDACTED]	10/05/17	18030	A - 1491				
			T - 1486	1	C - CUST...	51FOZ	*LUBE OIL FILTER
			T - 1486	2	I - INTER...	00FOZ99P	*MULTI POINT INSP
			T - 1486	3	I - INTER...	05FOZ	EXHAUST
			T - 1486	4	I - INTER...	00FOZGBATT	BATTERY OK
			T - 1486	5	I - INTER...	00FOZGBK	BRAKES OK
[REDACTED]	05/08/17	13043	A - 1434				
			T - 1406	1	C - CUST...	51FOZWRKS	*"THE WORKS" GA...
			T - 1406	2	C - CUST...	00FOZ99P	*MULTI POINT INSP
			T - 1406	3	C - CUST...	28FOZ	SUBLET WORK
			T - 1406	4	C - CUST...	00FOZGBATT	BATTERY OK
			T - 1406	5	C - CUST...	00FOZGBK	BRAKES OK
[REDACTED]	09/22/16	6185	A - 1363				
			T - 651	1	W - WAR...	10FOZ	ELECTRICAL SYSTE...
			T - 651	2	W - WAR...	31FOZ	RECALLS AND CAM...
[REDACTED]	06/16/16	3238	A - 1186				
			T - 1406	1	I - INTER...	51FOZAB	FREE OIL & FILTER
			T - 1406	2	C - CUST...	51FOZ	*LUBE OIL FILTER
			T - 1406	3	C - CUST...	00FOZ99P	*MULTI POINT INSP
			T - 1406	4	C - CUST...	00FOZGBATT	BATTERY OK
			T - 1406	5	C - CUST...	00FOZGBK	BRAKES OK
[REDACTED]	01/06/16	6	A - 1136				
			T - 98	1	I - INTER...	15FOZ	BODY
[REDACTED]	12/31/15	6	A - 1099				
			T - 616	1	I - INTER...	17FOZ	FORD DELIVERY
			T - 616	2	I - INTER...	23FOZZSAF...	NYSI SAFETY INSPE...



**Service of Process  
Transmittal**

12/26/2018

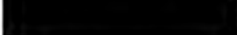
CT Log Number 

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


**RE:** **Process Served in Pennsylvania**

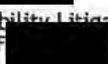
**FOR:** Ford Motor Company (Domestic State: DE)

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

**TITLE OF ACTION:**  Pltf. vs. Ford Motor Company, Dft.

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

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

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - 2015 Ford Explorer, VIN: 1FM5K8F87F 

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

**DATE AND HOUR OF SERVICE:** By Certified Mail on 12/26/2018 postmarked on 12/21/2018

**JURISDICTION SERVED :** Pennsylvania

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

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

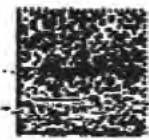
**ACTION ITEMS:** CT has retained the current log, Retain Date: 12/27/2018, Expected Purge Date: 01/01/2019  
  
Image SOP  
  
Email Notification, Chris Dzbanski cdzbansk@ford.com  
  
Email Notification, Mary Ann MacKinnon mmackin1@ford.com

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

CERTIFIED MAIL



7018 2290 0001 7962 7797



U.S. POSTAGE PITNEY BOWES  
ZIP 19002 \$ 008.94<sup>0</sup>  
02 4W  
0000351300 DEC 21 2018

**First Class Mail**



**KIMMEL & SILVERMAN**

P.C.

30 East Butler Pike, Ambler, PA 19002

TO:

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

ROBERT M. SILVERMAN  
CRAIG THO:KIMMEL

Member, PA Bar  
Member, NJ Bar  
Member, DE Bar  
Member, NY Bar  
Member, MA Bar  
Member, MD Bar  
Member, OH Bar  
Member, NH Bar  
Member, CT Bar  
Member, TN Bar  
Member, WV Bar  
Member, IL Bar  
Member, CA Bar  
Member, WI Bar  
Member, FL Bar  
Member, AZ Bar  
Member, TX Bar



# KIMMEL & SILVERMAN P.C.

1-800-LEMON LAW

[www.lemonlaw.com](http://www.lemonlaw.com)

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

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005  
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344  
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476  
NEW ENGLAND OFFICE, 3 Village Plaza Way, Box 2, North Scituate, RI 02857, P (401) 764-5566, F (401) 764-5567  
NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515  
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689  
CALIFORNIA OFFICE, 388 Market Street, Suite 1300, San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817  
OHIO OFFICE, 4031 Colonel Glenn Highway, Hevercreek, OH 45431, P (937) 306-7220, F (215) 540-8817  
BUCKS COUNTY OFFICE, 400 South Main Street, 1st Floor, New Hope, PA 18938, P (267) 468-7669, F (215) 540-8817  
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HIBBITT  
ROBERT A. RARKIN  
ANGELA K. TROCENI  
AMY L. BENNETT GINSBURG  
W. CHRISTOPHER COMONOV  
JASON L. GREGORY  
SHANNON R. HARKINS  
CHAD P. DODMAN  
JOSEPH C. DEFFEL  
RICHARD J. ALBANESE  
ZACHARY A. ZAWROTNY  
STEPHEN D. SILVERMAN

December 21, 2018

## CERTIFIED MAIL/RETURN RECEIPT REQUESTED

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

RE: [REDACTED] v. Ford Motor Company  
December Term 2018, No. 002526

Dear Sir/Madam:

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

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

Very truly yours,

Robert A. Rarkin

RAR:bb

**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)  
**DECEMBER 2018**  
E-Filing Number: [REDACTED]

PLAINTIFF'S NAME [REDACTED]	DEFENDANT'S NAME FORD MOTOR COMPANY
PLAINTIFF'S ADDRESS [REDACTED] SCHWENKSVILLE P. [REDACTED]	DEFENDANT'S ADDRESS C/O CT CORPORATION SYSTEM 116 PINE STREET SUITE 320 HARRISBURG PA 17101
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition Action <input checked="" type="checkbox"/> Transfer From Other Jurisdictions <input type="checkbox"/> Notice of Appeal
AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other	<input type="checkbox"/> Mass Tort <input type="checkbox"/> Savings Action <input type="checkbox"/> Petition U <input type="checkbox"/> Commerce <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> Settlement <input type="checkbox"/> Minors <input type="checkbox"/> W/D/Survival

CASE TYPE AND CODE  
10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION



RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

**FILED PRO PROTHY**  
**DEC 20 2018**  
**M. BRYANT**

IS CASE SUBJECT TO COORDINATION ORDER?  
YES NO

TO THE PROTHONOTARY:  
Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: [REDACTED]  
Papers may be served at the address set forth below.

NAME OF PLAINTIFFS/PETITIONER'S/APPELLANT'S ATTORNEY ROBERT A. RAPKIN	ADDRESS 30 EAST BUTLER PIKE AMBLER PA 19002
PHONE NUMBER (215) 540-8888	FAX NUMBER (215) 540-8817
SUPREME COURT IDENTIFICATION NO. 61628	E-MAIL ADDRESS rarpillyefile@lemonlaw.com
SIGNATURE OF FILING ATTORNEY OR PARTY ROBERT RAPKIN	DATE SUBMITTED Thursday, December 20, 2018, 03:39 pm

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 09/24/2019

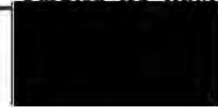
You must still comply with the notice below. USTED TODAVIA DEBE CUPLIR CON EL AVISO PARA DEFENDERSE.

This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial de novo on appeal from a decision entered by a Judge.

Robert A. Hardy, Esquire  
Identification No. 61678  
KIMMEL & SILVERMAN, P.C.  
30 East Butler Pike  
Ardmore, PA 19002

Filed and Attested by the  
TUESDAY, SEPTEMBER 24, 2019 9 pm

MATTER. ASSESSMENT OF DAMAGES HEARD BY ARBITRATORS REQUESTED.



Schwenksville, PA 19473

v.

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

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

CIVIL ACTION

**NOTICE TO DEFEND  
CODE: 1900**

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

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

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

**AVISO**

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

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

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



[REDACTED]  
**KIMMEL & SILVERMAN, P.C.**  
30 East Butler Pike  
Ambler, PA 19002  
(215) 540-8888

**ATTORNEY FOR PLAINTIFF**

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

[REDACTED]  
Schwenksville, P [REDACTED]

v.

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

**COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY**

**CIVIL ACTION**

**NOTICE TO DEFEND**  
**CODE: 1900**

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

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

**AVISO**

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

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

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

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

ATTORNEY FOR PLAINTIFF

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

[REDACTED]  
Schwensville, PA [REDACTED]

v.

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

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

CIVIL ACTION

**COMPLAINT**  
**CODE: 1900**

1. Plaintiff [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at [REDACTED] Schwensville, PA [REDACTED]

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

**BACKGROUND**

3. On or about September 24, 2015, Plaintiff purchased a new 2015 Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMSK8F87FC [REDACTED]

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$47,913.55. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. During the warranty period, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: low tire fault message displaying, navigation locking up, rear hatch not opening, burning rubber odor, wind noise on the driver's side, and the right side reverse light out. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW**

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

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

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

14. Keyser & Miller Ford, Inc., Collegetown is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

15. On or about September 24, 2015, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

17. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

18. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

19. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

20. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

21. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

22. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

23. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

24. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

26. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

27. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

**COUNT II**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

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

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

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

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

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

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

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

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

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

36. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

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

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

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

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

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

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

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

**COUNT III**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION LAW**

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

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

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

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

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

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

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

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

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

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

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

49. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By: 

ROBERT A. RAPKIN, ESQUIRE

Attorney for Plaintiff

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

## VERIFICATION

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



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ROBERT A. RAPKIN, ESQUIRE  
Attorney for Plaintiff

**PENNSYLVANIA VEHICLE RETAIL INSTALLMENT CONTRACT**

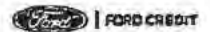
DATE 09/24/2015

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) [REDACTED] Schuylkill, PA N/A	SELLER/CREDITOR (Seller Name and Address) KEYSER AND MILLER FORD, INC 8 EAST MAIN STREET COLLEGEVILLE, PA 19426
--	--

The Buyer (and Co-Buyer, if any) is referred to as "you" or "your". The Seller/Creditor is referred to as "we", "us" or "Seller". You may buy the vehicle described below for cash or on credit. The cash price is shown on Page 2 as "Cash Price/Purchase Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract.

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate  0.00 %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you  \$ 0.00	<b>Amount Financed</b> The amount of credit provided to you or on your behalf  \$ 47,913.55	<b>Total of Payments</b> The amount you will have paid when you have made all scheduled payments  \$ 47,913.55	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment  of \$ 0.00 \$ 47,913.55

1-800-727-7000



www.fordcredit.com

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
71	\$ 665.47	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually
	\$ 665.18	Starting: 11/08/2015
		Final payment due on: 10/08/2021
N/A	N/A	N/A

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.  
**Security Interest:** You are giving a security interest in the vehicle being purchased.  
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2.0 percent of the late amount.  
**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

If you do not meet your contract obligations, you may lose your vehicle, as well as both parts and goods put on your vehicle and money or goods received for your vehicle.

**BALLOON CONTRACT PROVISIONS**

Your last installment payment under this contract is a balloon payment.

**EXCESS WEAR, USE AND MILEAGE CHARGES**

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Seller under Paragraph B, you must pay the Seller \$0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

**EXTRA MILEAGE OPTION CREDIT**

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Seller under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of \$0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than \$1.00.

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

ALL-STATE LEGAL  
 PLAINTIFF'S EXHIBIT  
**A**

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy



# KEYSER MILLER



8 E. Main Street, COLLEGEVILLE, PA 19426  
 Phone (610) 489-8366  
 www.keysermillerford.com

DEAL# 23316

DATE: 09/23/15

PLEASE ENTER MY ORDER FOR THE FOLLOWING  
 NEW or  USED  DEMO  CAR  TRUCK  TRUCK  
 PRIOR USE:

YR. MAKE MODEL TYPE  
 2015 FORD EXPLORER SW  
 COLOR TRIM MILEAGE  
 RUBY RED TC 10101  
 VIN  
 1FM5K8F87F

STOCK NO. SALESMAN TO BE DELIVERED ON OR ABOUT  
 53F026 BENTZ, MARY 09/23/15

DESCRIPTION OF TRADE IN  
 YR. MAKE MODEL TYPE  
 COLOR TRIM MILEAGE  
 VIN

TITLE NO. PLATE NO. EXP. DATE  
 62447967902  
 OWNER NANCY JEAN LARKIN  
 ADDRESS SPOKE WITH  
 AMOUNT GOOD TILL VERIFIED BY

COLLISION COVERAGE  
 NAME OF  
 ADDRESS  
 POLICY NUMBER COLLISION DEDUCTIBLE

IN SPOKE WITH  
 EXP. DATE VERIFIED BY

WARRANTY INFORMATION  
 USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.  
 AS IS - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR THAT MAY OCCUR IN THE FUTURE.

PURCHASE SIGNATURE

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.  
 GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of \$ PURCHASER'S SIGNATURE X

Purchaser hereby acknowledges to the above checks.

CITY STATE ZIP  
 SCHENKSVILLE PA  
 PHONE RES. PHONE BUS.  
 SOC. SEC. NO. AGE

PRICE OF VEHICLE 41142.00  
 TIRE & WHEEL 388.00

PREMIUM MAINTENANCE 353.00  
 GAP 675.00  
 EXTENDED WARRANTY TYPE PREMIUM CARE 1925.00

MONTHS 96 MILES 600  
 Cash Price of Vehicle & Accessories 45045.00

Sales Tax 2660.40

REGISTRATION TITLE TRANSFER ENCUMBRANCE 84.00

Tire Tax 5.00  
 Notary Fee Increase Fee Temp. Fee  
 On Line Registration Fee 15.15

OTHER CHARGES

Dealer On Line Registration Fee

Total Price 47913.55

Trade-In  
 \*Payoff Amount Less Payoff\*  
 Verification Net Trade In

Rebate  
 Deposit

Cash on Delivery

Net Trade + Deposit + Cash on Delivery = Total Down Payment 47913.55

Unpaid Balance of Total Price

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by

CUSTOMER #



# KEYSER MILLER

8 EAST MAIN STREET  
COLLEGEVILLE, PA 19426

Sales: 610-489-9366  
Parts Department: 610-489-3049  
Service: 610-489-9460  
Toll Free: 800-773-FORD

## INVOICE

PAGE 1

HOME: CONT: N/A  
BUS: CELL:

SERVICE ADVISOR: 103 MARK A ELLIOTT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RUBY RED T	15	FORD EXPLORER	1FM5K8F87FG		9028/9028	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO	RATE	PAYMENT
IS	DD21JUL14	17:30	10AUG15			CC
R.O. OPENED	READY	OPTIONS: ST [REDACTED] ENG: 998 3.5L V6 TIVCT ENGINE				
		TRN: 44C 6-SPEED AUTO TRANSMISSION AXL: 26				
10:40	10AUG15	15:44	13AUG15			

LINE OPCODE. TECH TYPE HOURS LIST NET TOTAL

A PA STATE INSPECTION

CAUSE: TIRES 9/32 FR BR 10/B RR BR 10/B

103 PA STATE INSPECTION

88 INT

SIS STATE INSPECTION STICKER

(N/C)

(N/C)

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

\*\*\*\*\*

B PA EMISSION INSPECTION

132 PA EMISSION INSPECTION

88 INT

(N/C)

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

\*\*\*\*\*

C LUBE OIL & FILTER CHANGE

LOF LUBE OIL & FILTER CHANGE

88 INT

(N/C)

1 FL\*500\*S FILTER ASY

OIL

(N/C)

1 ZC\*32\*A1 SOLUTION-WINDSHIELD WASHER

(N/C)

6 \*X05W20BSP\* MOTORCRAFT SAE 5W-20 API GF-5

(N/C)

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

\*\*\*\*\*

D CUSTOMER STATES LOW TIRE FAULT IS DISPLAYED AT TIMES

CS RRESET TIRE PRESSURES

88 IFS

(N/C)

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

\*\*\*\*\*

Thank You for Visiting  
Keyser & Miller Ford,  
Inc.



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, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.

CUSTOMER SIGNATURE X

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



CUSTOMER # [REDACTED]

# KEYSER MILLER

8 EAST MAIN STREET  
COLLEGEVILLE, PA 19426

Sales: 610-489-9366  
Parts Department: 610-489-3049  
Service: 610-489-9460  
Toll Free: 800-773-FORD

## INVOICE

PAGE 1

SCHWENKSVILLE, P  
HOME  
BUS:

SERVICE ADVISOR: 103 MARK A ELLIOTT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RUBY RED T	15	FORD EXPLORER	1FM5K8F87FC		10105/10105	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT
23SEP15 IS						
23SEP15 DD	21JUL14		17:30	01OCT15		CC
R.O. OPENED	READY	OPTIONS: SOLD-ST				
15:46	01OCT15	09:23	02OCT15	ENG:998 3.5L V6 TIVCT ENGINE		
				TRN:44C 6-SPEED AUTO TRANSMISSION		AXL:26

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
NAVIGATION LOCKS UP AT TIMES							
CAUSE: 1							

MT10E893 REPLACE GPS MODULE AND REPROGRAM  
88 WF

(N/C)

FC PART#: COUNT:  
CLAIM TYPE:  
AUTH CODE:  
007579

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

COMPANY NAME	PREMIUM CARE	RD PREMIUM MAINTANCE	ECARE TIRE AND WHEEL
COMPANY PHONE			
POLICY NUMBER	XXX		
POLICY TERM	96		96
EFFECTIVE DATE	23 SEP 2015		23 SEP 2015
DEDUCTIBLE	100.00		0.00
MILEAGE LIMIT	60000		60000
BEGIN MILES	10101		10101
END MILES	70101		70101
COMPONENTS	FORD PREMIUM CARE	FORD PREMIUM MAINT	ECARE TIRE AND WHEEL



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CUSTOMER SIGNATURE X

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

# KEYSER MILLER

8 EAST MAIN STREET  
COLLEGEVILLE, PA 19426

Sales: 610-489-9366  
Parts Department: 610-489-3049  
Service: 610-489-9460  
Toll Free: 800-773-FORD

CUSTOMER # [REDACTED]

\*INVOICE\*

PAGE 1

SERVICE ADVISOR: 103 MARK A ELLIOTT

SCHWENKSVILLE, P  
HOME [REDACTED]  
BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
RUBY RED T	15	FORD EXPLORER	1FM5K8F87FG [REDACTED]		10307/10307	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23SEP15 IS							
23SEP15 DC	21JUL14		17:30 09OCT15			CC	09OCT15
RO: OPENED		READY	OPTIONS: SOLD-STK: 53F026				
10:37 09OCT15		10:55 09OCT15	ENG: 998 3.5L V6 TIVCT ENGINE				
			TRN: 44C 6-SPEED AUTO TRANSMISSION AXL: 26				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A THE REAR HATCH WILL NOT OPEN							
CS REMOVED BLANKET FROM LATCH ASSEMBLY							
PARTS:		38	CP			19.95	19.95
LABOR:		0.00		19.95	OTHER: 0.00	TOTAL LINE A:	19.95

COMPANY NAME	PREMIUM CARE	RD PREMIUM MAINTANCE	ECARE TIRE AND WHEEL
COMPANY PHONE			
POLICY NUMBER	XXX		
POLICY TERM	96	96	84
EFFECTIVE DATE	23 SEP 2015	23 SEP 2015	23 SEP 2015
DEDUCTIBLE	100.00	0.00	0.00
MILEAGE LIMIT	60000	60000	
BEGIN MILES	10101	10101	
END MILES	70101	70101	
COMPONENTS	FORD PREMIUM CARE	FORD PREMIUM MAINT	ECARE TIRE AND WHEEL



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CUSTOMER SIGNATURE X

DESCRIPTION	TOTALS
LABOR AMOUNT	19.95
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	19.95
LESS INSURANCE	0.00
SALES TAX	1.20
PLEASE PAY THIS AMOUNT	21.15

CUSTOMER #

# KEYSER MILLER

8 EAST MAIN STREET  
COLLEGEVILLE, PA 19426

Sales: 610-489-9366  
Parts Department: 610-489-3049  
Service: 610-489-9460  
Toll Free: 800-773-FORD

INVOICE

PAGE 1

SCHWENKSVILLE, PA  
HOME  
BUS:

SERVICE ADVISOR: 67 ROBYN GUEST

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RUBY RED T	15	FORD EXPLORER	1FM5K8F87F0		12071/12071	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
23SEP15 IS						
23SEP15 DD	21JUL14		WAIT 28DEC15			CC
R.O. OPENED	READY	OPTIONS: SOLD-STK				
12:58 28DEC15	08:36 04JAN16	ENG:998 3.5L V6 TIVCT ENGINE				
		TRN:44C 6-SPEED AUTO TRANSMISSION AXL:26				

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

A THE LIFT GATE WILL NOT CLOSE UNLESS PUSHED SINCE WE REPLACED THE WEATHER SEAL- TECH 40

CS. CUSTOMER STATES

40ISPOL

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

\*\*\*\*\*

B THERE IS A BURNING RUBBER ODOR AT TIMES THROUGH THE VENTS

CS CHECKED VEHICLE OVER. UNABLE TO FIND ANY LEAKS. DID FIND HEAVY AMOUNTS OF MUD ON EXHAUST AND UNDERNEATH.

40 IFS

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

\*\*\*\*\*

COMPANY NAME	PREMIUM CARE	FORD PREMIUM MAINTANANCE	ECARE TIRE AND WHEEL
COMPANY PHONE			
POLICY NUMBER			
POLICY TERM			
EFFECTIVE DATE	23 SEP 2015	23 SEP 2015	23 SEP 2015
DEDUCTIBLE	100.00	0.00	0.00
MILEAGE LIMIT	60000	60000	
BEGIN MILES	10101	10101	
END MILES	70101	70101	
COMPONENTS	FORD PREMIUM CARE	FORD PREMIUM MAINT	ECARE TIRE AND WHEEL



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Keyser & Miller Ford,  
Inc.



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CUSTOMER SIGNATURE X

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

# KEYSER MILLER

8 EAST MAIN STREET  
COLLEGEVILLE, PA 19426

Sales: 610-489-9366  
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Service: 610-489-9460  
Toll Free: 800-773-FORD

CUSTOMER # [REDACTED]

## INVOICE

SCHWENKSVILLE PA  
HOME [REDACTED]  
BUS: [REDACTED]

PAGE 1

SERVICE ADVISOR: 119 NICK BEELER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
RUBY RED T	15	FORD EXPLORER	1FM5K8F87FG [REDACTED]		24228/24229	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23SEP15 IS							
23SEP15 DD	21JUL14		WAIT 15JUN17			CC	19JUN17

R.O. OPENED	READY	OPTIONS:	SOLD-STK:
07:50 15JUN17	11:03 19JUN17	ENG: 998 3.5L V6 TIVCT ENGINE	
		TRN: 44C 6-SPEED AUTO TRANSMISSION	AXL: 26

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

A 22,500 MILE SERVICE, PERFORM OIL AND FILTER CHANGE, ROTATE AND INSPECT TIRES, CHECK CABIN AND AIR FILTER, INSPECT BRAKE SYSTEM, CHECK BELTS AND HOSES, TOP OFF ALL FLUIDS  
CAUSE: RESET OIL LIFE INDICATOR

MBASIC 22,500 MILE QCM SERVICE

47 WF (N/C)

LOANER PARTS DIFF (N/C)

1 FP\*68\* FILTER - ODOUR AND PARTICLES (N/C)

1 FL\*500\*S FILTER ASY - OIL (N/C)

6 XO\*5W20\*QSP MOTORCRAFT SAE 5W-20 API GF-5 (N/C)

MBASIC1 ENGINE OIL AND OIL FILTER - REPLACE

(6714/6731) - L

47 WF (N/C)

MBASIC4 CABIN AIR FILTER - REPLACE (19N619) - L

47 WF (N/C)

MULTI MULTI POINT INSPECTION

47 WF (N/C)

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

B THERE IS AN ODOR IN THE VEHICLE LIKE A BURNING SMELL

CS CUSTOMER STATES

47 CP 0.00 0.00

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

UNABLE TO VERIFY THE CUSTOMERS CONCERN. IT IS POSSIBLE THAT TSB

16-0165 MAY APPLY

COMPANY NAME	PREMIUM CARE	RD PREMIUM MAINTANCE	ECARE TIRE AND WHEEL
COMPANY PHONE			
POLICY NUMBER	XXX		
POLICY TERM	96	96	84
EFFECTIVE DATE	23 SEP 2015	23 SEP 2015	23 SEP 2015
DEDUCTIBLE	100.00	0.00	0.00
MILEAGE LIMIT	60000	60000	

Thank You for Visiting  
Keyser & Miller Ford,  
Inc.



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CUSTOMER SIGNATURE X

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

CUSTOMER #:



**KEYSER MILLER** 

8 EAST MAIN STREET  
COLLEGEVILLE, PA 19426

Sales: 610-489-9366  
Parts Department: 610-489-3049  
Service: 610-489-9460  
Toll Free: 800-773-FORD

INVOICE

PAGE 2

SCHWENKSVILLE PA  
HOME:  
BUS:

SERVICE ADVISOR: 119 NICK BEELER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
RUBY RED T	15	FORD EXPLORER	1FM5K8F87FG		24228/24229		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23SEP15 IS							
23SEP15 DE	21JUL14		WAIT 15JUN17			CC	19JUN17
R.O. OPENED	READY	OPTIONS:	SOLD-ST				
07:50	15JUN17	11:03	19JUN17	ENG: 998 3.5L V6 TIVCT ENGINE			
LINE OPCODE		TECH TYPE HOURS		LIST		NET TOTAL	
BEGIN MILES		10101		10101			
END MILES		70101		70101			
COMPONENTS		FORD PREMIUM CARE		FORD PREMIUM MAINT		ECARE TIRE AND WHEEL	



Thank You for Visiting  
Keyser & Miller Ford,  
Inc.



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CUSTOMER SIGNATURE

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

CUSTOMER COPY

# KEYSER MILLER

8 EAST MAIN STREET  
COLLEGEVILLE, PA 19426

Sales: 610-489-9366  
Parts Department: 610-489-3049  
Service: 610-489-9460  
Toll Free: 800-773-FORD

CUSTOMER # [REDACTED]

INVOICE

PAGE 1

SCHWENKSVILLE, PA  
HOME: [REDACTED]  
BUS: [REDACTED]

SERVICE ADVISOR: 119 NICK BEELER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
RUBY RED T	15	FORD EXPLORER	1FM5K8F87F [REDACTED]		25251/25251	[REDACTED]	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
23SEP15 IS							
23SEP15 DD	21JUL14		17:30 02AUG17			CC	21AUG17
R.O. OPENED	READY	OPTIONS: SOLD-STK [REDACTED]					
07:47:02AUG17	13:13 21AUG17	ENG:998 3.5L V6 TIVCT ENGINE TRN:44C 6-SPEED AUTO TRANSMISSION AXL:26					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
A THE CUSTOMER SMELLS EXHAUST ODORS IN THE VEHICLE PERFORM TSB 16-0166							
MT160166 REPAIR PER TSB 16-0166							
				46	WF		(N/C)
LOANER PARTS DIFF							(N/C)
				2	BB5Z*61280B62*B	GRILLE ASY - VENT AIR OUTER	(N/C)
				2	4M8Z*54280B62*A	VALVE ASY - AUTO DRAIN	(N/C)
				1	TA*2*B	ADHESIVE	(N/C)
				1	FB5Z*7829164*AA	MOULDING	(N/C)
				1	FB5Z*7829165*AA	MOULDING	(N/C)
PARTS				0.00	LABOR	0.00	OTHER: 0.00
COMPLETED TSB. LIFT GATE WEATHER WEATHER SEAL SHOULD BE REPLACED.							0.00
*****							

COMPANY NAME	PREMIUM CARE	RD-PREMIUM MAINTANCE	ECARE TIRE AND WHEEL
COMPANY PHONE			
POLICY NUMBER			
POLICY TERM			
EFFECTIVE DATE	23 SEP 2015	23 SEP 2015	23 SEP 2015
DEDUCTIBLE	100.00	0.00	0.00
MILEAGE LIMIT	60000	60000	
BEGIN MILES	10101	10101	
END MILES	70101	70101	
COMPONENTS	FORD PREMIUM CARE	FORD PREMIUM MAINT	ECARE TIRE AND WHEEL



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CUSTOMER SIGNATURE X

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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SCHWENKSVILLE, PA  
HOME: [REDACTED]  
BUS: [REDACTED]

SERVICE ADVISOR: 119 NICK BEELER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
RUBY RED T	15	FORD EXPLORER	1FM5K8F87F [REDACTED]	[REDACTED]	28030/28030	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23SEP15 18							
23SEP15	DD21JUL14		17:30 09JAN18			CC	10JAN18
R.O. OPENED	READY	OPTIONS:		SOLD-ST			
09:48 09JAN18	08:11 10JAN18	ENG: 998 3.5L V6 TIVCT ENGINE		TRN: 44C 6-SPEED AUTO TRANSMISSION AXL: 26			

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

A	RECALL	17N03	CARBON MONOXIDE CONCERNS				
		17N03B	REPAIR EXHAUST SMELL PER RECALL				
		88	WF				(N/C)
			RECALL RECALL SUPPLIES				(N/C)
			LOANER PARTS DIFF				(N/C)
		2	CK4Z*13014*B INSULATOR - TUNNEL				(N/C)
		1	HB5Z*78442K03*A KIT - REAR SPOILER REPAIR				(N/C)
		1	BB5Z*78404A06*C WEATHERSTRIP				(N/C)
		17N03D	RECALL 17N03				
		88	WF				(N/C)
		17N03E	REPLACE WEATHER STRIP				
		88	WF				(N/C)
PARTS	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00

B THERE IS AN AIR NOISE FROM THE LEFT SIDE OF VEHICLE LIKE ONE OF THE DOORS IS NOT SEALING CS MAY HAVE BEEN CAUSED BY THE HATCH SEAL

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

COMPANY NAME	PREMIUM CARE	RD PREMIUM MAINTANCE	ECARE TIRE AND WHEEL
COMPANY PHONE			
POLICY NUMBER	XXX		
POLICY TERM	96	96	84
EFFECTIVE DATE	23 SEP 2015	23 SEP 2015	23 SEP 2015
DEDUCTIBLE	100.00	0.00	0.00
MILEAGE LIMIT	60000	60000	
BEGIN MILES	10101	10101	
END MILES	70101	70101	
COMPONENTS	FORD PREMIUM CARE	FORD PREMIUM MAINT	ECARE TIRE AND WHEEL

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PARTS AMOUNT	0.00
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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