

PE18-011

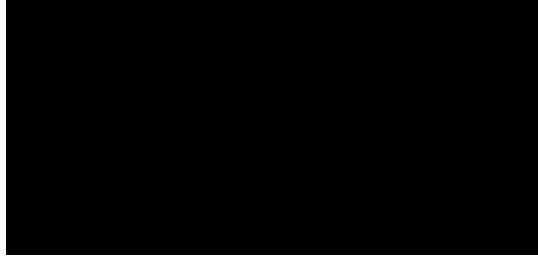
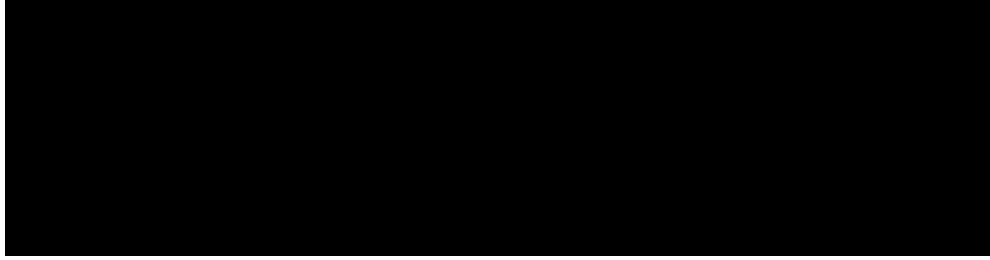
FORD

12/20/2018

Appendix D

Lawsuits and Claims

PE18-011 Lawsuits and Claims
- Subject



September 12, 2017

David M. Fox
State of North Carolina
Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

Re: [REDACTED] Complaint [REDACTED] VIN: 1FT8W3BT5HE [REDACTED]

Dear Mr. Fox:

A complaint was filed with your office by Mr. [REDACTED] regarding his 2017 F350. You asked Ford Motor Company to review and provide your office with our written response. Our Consumer Affairs Department has reviewed Mr. [REDACTED] concern regarding the tailgate and his request for repair and fixing damage to trailer.

The review indicates that the concern Mr. [REDACTED] experienced with his 2017 F350 at Randy Marion Ford was not attributed to a warrantable factory defect. Our Office of General Council (OGC) has not received any feedback from the dealership. OGC and our office have tried to get the information, but we were unsuccessful. Until OGC receives that information, we are not able to provide a response.

Once this information is provided to our Office of General Council, they can then make a determination and inform Mr. [REDACTED]. While we regret the delay we would reiterate our position that Mr. [REDACTED] continues working with the dealership Randy Marion Ford and the Office of General Counsel.

Sincerely,

Dionne Grace
Consumer Affairs Legal Analyst

cc: [REDACTED]

[REDACTED]
Cana, VA [REDACTED]

Title File Attachment, Default Team: Tier 3 DRP, Default Team: Tier 3 DRP

Drafted response to 3rd party agency and copied customer. CALA closing case.

Regarding CAS- [REDACTED]
File Attachment
File name: STATE OF NC, NC [REDACTED] FINAL, DG, 9.12.17.doc

[REDACTED] 11/3/2017

Title

Note created on 9/8/2017 5:11 PM by Daniel Keevy, Default Team: Tier 3 DRP, Default Team: Tier 3 DRP

09/08/17: OBC to consumer @ (336) 710-9507.

Consumer requests that CALA contact him back at [REDACTED]. Consumer advises he has not received an update. CALA advises that FMC will not extend an offer to repurchase or replace his vehicle, as it does not appear to meet the standards for the NC lemon law. Consumer says the switch is disconnected, so he does not consider the vehicle repaired. Consumer says this concern has been subject to three repair visits. CALA will update consumer.

Regarding

CAS- [REDACTED]

File Attachment

File name:

[REDACTED] 11/3/2017

Title

CAS-

Email Created On: 7/24/2017 8:47:17 PM

From:

To:

Subject: CAS-

I have not heard of any updated info about the tailgate opening erratically from Ford.

I had work done at the Randy Marion Collision Center and picked up my truck July 19, 2017. I was given the key fob, walked from door to my truck with the key fob in my hand. The tailgate was up when I walked around back of the truck. I arrived at Randy Marion Ford (about 5 miles away). I put the transmission in reverse and saw the tailgate was down. I contacted Ryan Scott manager of both the GM and Ford dealerships. He was leaving as I pulled in at RMFord. He said he saw my tailgate was closed When I arrived. But it was opened when I pulled into the parking space in front of Don Scotts desk. Don is the salesman for my truck.

Ford and I have an issue with this defect. I call it a defect because it is costing me \$\$\$\$\$ to repair damages caused by the unknown opening of the tailgate and hitting my camper.

In 3 weeks I will be going to the national Grand Design Campers Rally. I hope I do not have to bring up the falling tailgate to other campers. I think all owners of campers would like to know of this problem with the automatic and unintentional release of the Ford tailgate. It could affect their choice of towing vehicle.

Sincerely



Cana, Va

Regarding

CAS-

File Attachment

File name:

 8/16/2017

Title

Note created on 07/11/2017 03:58 PM by Michele Paramore, Default Team: Tier 2 CCT

CSM Michele x 77796 OBC to Service Dept SM Nathan@ 704) 873-3673 I confirmed with him that this there is a OGC case, he stated that they have not been able to duplicate the tailgate dropping and it appears to be operating as designed.

Regarding

CAS-

File Attachment

File name:

8/16/2017

Title

Note created on 07/11/2017 04:38 PM by Michele Paramore, Default Team: Tier 2 CCT

CSM Michele x 77796 OBC to customer @ [REDACTED] advised the customer of my role, he stated that he is looking for compensation for camper, and he would like a switch installed on the vehicle to insolate the camper/tailgate, the tailgate is going into his camper. I stated the dealership can't alter his vehicle. I informed him that there has been a case open in the OGC dept but I don't have any direction to give him but I can provide him with the address and the fax number and provided the contact information. I informed him that if he choses to alter his vehicle and something gets damage it will not be covered under warranty

Regarding

CAS- [REDACTED]

File Attachment

File name:

[REDACTED] 8/16/2017

Report# : [REDACTED] NHL
CCRG/EPRC:O
Vehicle: 2017,F350 4X4 ,F350 ,CRW
 CAB,PICKUP ,1FT8W3BT5HE [REDACTED]
Odometer : 4,700 M **Engine:** 6.7L DI
Transmission: 6R140-LGDS **Axle:**
Dealer: USA 09040 Randy Marion Ford Lincoln, LLC
City: Statesville **State:** North Caroli
Originator: NATHAN REAVIS
Symptom: 3 31 D 03 FT/FN/BD,BODY PANELS,TAILGATE,APPEARANCE
Status:
VFG: V31 SHEET METAL FUNCTION
Additional Symptom: TAILGATE OPENS WHILE DRIVING
Fix: Causal Component :
Condition Code:

Hotliner: AJOHN565 **Phone:** **Regn Cd:** S2 Charlotte
Engineering: **Phone:** **TAR:**
Dlr Contact: NATHAN REAVIS **Phone:** **Title Cde:** SM

CONCER 07/05/2017 03:49PM ANDREW JOHNSON MSS - FCSD - TECH ASSIT CENTER

Web Form Data [REDACTED] Description of Vehicle Concern: TAILGATE DROPS ON ITS OWN WHILE TOWING CAMPER, SECOND TIME AND HAS CAUSED DAMAGE TO TRUCK AND CAMPER Please list any diagnostics already performed: CHECKED CODES, NONE. TRUCK IS AT OUR BODY SHOP HAVING BODY DAMAGE REPAIRED AND CAMPER FIXED. Parts Replaced: NONE FOR CONCERN, SEVERAL FOR DAMAGES Your Question: CAN THE AUTO TAILGATE BE DISABLED IN SOME WAY SAFELY? CUSTOMER IS UPSET AND BELIEVES THAT THE TRUCK HAS SOMETHING WRONG CAUSING THE TAILGATE TO DROP WHILE TOWING CAUSING THE DAMAGES. CUSTOMER HAS A FMC360 CASE OPEN REQUESTING FINANCIAL ASSISTANCE ON BODY REPAIRS FROM FORD, BUT IS THERE ANYTHING YOU HAVE SEEN OR CAN HELP WITH ON DISARMING THE AUTO DROP TAILGATE?

RECOMM 07/05/2017 03:49PM ANDREW JOHNSON MSS - FCSD - TECH ASSIT CENTER

Nathan, When you have a concern alleging a fire, accident, injury, property damage and/or burn has occurred due to an alleged product defect, pursuant to the Warranty and Policy Manual, no repairs should be performed. See below:

-U.S. Dealerships should complete a **Dealer/Fleet Request for OGC Review** found on FMCDealer.com - Parts & Service Tab - Customer Satisfaction link.

NOTE: The Technical Assistance Center will not be able to provide further assistance with this issue until after the OGC review.

7/11/2017

Requester: ATAYLO29
Report Summary
Server: ECCVWS962

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11-Jul-2017
Retention: None



7/11/2017

From: DCPFORM, FMCDDealer (.)
Sent: Thursday, July 6, 2017 10:37:13 AM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: nreavis@randymarion.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

Email Subject: Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Randy Marion Ford Lincoln, LLC

Requesting Dealer Fleet: Randy Marion Ford

PA Code: 09040

Contact Person: Nathan Reavis

Title: Service Manager

Phone Number: 704-873-3673

Fax Number: 704-873-3615

Email: nreavis@randymarion.com

Region: Charlotte

Address: 1011 Folger Dr

City: Statesville

State: North Carolina

Zip Code: 28625

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 01/19/2017

Vehicle Year: 2017

Vehicle Model: F350

Vehicle VIN: 1FT8W3BT5HE [REDACTED]

Mileage: 5700

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : cana

State : Virginia

Zip Code : [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: Charlotte

DETAILS OF INCIDENT:

Accident

Date of Incident: 2017-06-29

County incident occurred: Iredell

Is customer alleging a component defect CAUSED the incident? YES

Details: Customer states that for the second time, the automatic tailgate dropped by itself while towing his camper to the beach, which caused major damage to the tailgate and some damage to the camper he was pulling.

Report# : [REDACTED] CACVOC--or-- [REDACTED] **Received:** 07/06/2017
CCRG/EPRC: [REDACTED] **Reviewed Status:** [REDACTED] **Date:** [REDACTED]
Vehicle: 2017,F350 4X4 ,F350 ,CRW CAB,PICKUP ,1FT8W3BT5HE [REDACTED] **Build Date:** 01/04/2017
Odometer : 2,623 M **Engine:** 6.7L DI **Calibration:** HFE17G0A
Transmission: 6R140-LGDS **Axle:** [REDACTED] **A/C:** YES
Dealer: USA 09040 Randy Marion Ford Lincoln, LLC **Phone#:** [REDACTED]
City: Statesville **State:** North Caroli **Country :** USA
Originator: [REDACTED]
Symptom: 3 31 D 00 FT/FN/BD,BODY PANELS,TAILGATE,UNKNOWN
Status: [REDACTED]
VFG: V31 SHEET METAL FUNCTION
Additional Symptom: [REDACTED]
Fix: Causal Component : [REDACTED]
Condition Code: [REDACTED]
Cust: [REDACTED] **Home Phone:** ()
Work Phone: () **Region:** S2 Charlotte
Case Status: [REDACTED] **Date:** 00 / 00 / 0000 **Vehicle Paint:** RUBY RED TC

OWNREL 06/30/2017 03:28PM

Cust Says:2017 Kingranch and it has electric tailgate release,when im going down the road the tail gate fall down and it hits my camper. They did fix the tailgate at no cost. Thats the first time i took it to the dlrshp. I took the cable and attached it to my bed and damaged my camper again. This is the second time i took it to the dlrshp and said that they cant do anything about it.Per Cust, DLR says:N/ACRC ADVISED:Cust received a call from the dlrshp while hes talking to me and i was placed on hold. Advised the ghost spiel since its been almost 3 mins.

OWNREL 06/30/2017 03:33PM

CUST SAYS:Cust owns a 2017 Ford F-350. The tailgate drops and released the Fob5th wheel camper was on it, one thing does not want the tailgate came down. First time the dlr fixed the tailgate and not the camper. Cust is seeking cash reimbursement for the repairs done on his veh.Cust is on a location where communication is 1st from tome to time. PER CUST DEALER SAYS:n/aCRC ADVISED:Was unable to advise anything to the cust.Note:call disconnected..

OWNREL 07/05/2017 06:12PM

Attention Service Managers: Your CSM () does not see this case. If you are seeking assistance from Ford Motor Company, please reach out to your CSM directly. CUST SAYS: He took his truck to Statesville, NC. A shopping cart hit the veh. (this is the 2nd time this has happened). Fifth wheel prep package (it has the electronic tailgate release). The first time, he was pulling his camper and he had the keyfob in the pocket and he made 2 left turns and the tailgate released. There are about 2" between them. The tailgate came down and hit his camper. Dlrshp said that it is all electronic, theres nothing they can do. He fixed up a post on the tailgate. this past Thursday while going to Myrtle Beach, the tailgate came

7/11/2017

down and broke the cable. He lost 3 heavy duty blocks and other pieces of wood that fell out of the back of his veh truck bed. The tailgate will open when hitting the keyfob while the veh is in drive and also from the console release while the veh is driving. This is the second time that this happened. He feels that Ford should pay him for the second damage that was done to the veh. PER CUST, DLR SAYS: Randy Marion Ford Lincoln/ACRC ADVISED: I advised that I would escalate the case to the S/M at the dlrshp. He said that he had been speaking with Ryan Scott at the dlrshp about this. I will escalate your case to the Service Manager at your dealership. The Service Manager will review your case for further consideration. You should contact your Service Manager for updates regarding your case. The case number that I have established for you today is CAS-

OWNREL 07/07/2017 04:40PM

"By JOE REAVIS" - I SUBMITTED A REQUEST FOR A FORD TECH REVIEW

Requester: ATAYLO29

Report Summary

Server: ECCVWS962

Ford Proprietary, Private

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11-Jul-2017

Retention: None

7/11/2017

Report# : [REDACTED] CACVOC--or-- C1 [REDACTED] **Received:** 05/11/2017
CCRG/EPRC: [REDACTED] **Reviewed Status:** [REDACTED] **Date:**
Vehicle: 2017,F350 4X4 ,F350 ,CRW [REDACTED] **Build Date:** 01/04/2017
CAB,PICKUP ,1FT8W3BT5HE [REDACTED]
Odometer : 2,623 M **Engine:** 6.7L DI **Calibration:** HFE17G0A
Transmission: 6R140-LGDS **Axle:** [REDACTED] **A/C:** YES
Dealer: USA 09040 Randy Marion Ford Lincoln, LLC **Phone#:** [REDACTED]
City: Statesville **State:** North Caroli **Country :** USA
Originator:
Symptom: 3 31 D 00 FT/FN/BD,BODY PANELS,TAILGATE,UNKNOWN
Status:
VFG: V31 SHEET METAL FUNCTION
Additional Symptom:
Fix: **Causal Component :**
Condition Code:

Cust: [REDACTED] **Home Phone:** ()
Work Phone: () **Region:** S2 Charlotte
Case Status: **Date:** 00 / 00 / 0000 **Vehicle Paint:** RUBY RED TC

OWNREL 05/10/2017 12:56PM

CUST SAYS:I got this 2017 F-350 so I could tow the camper, its a 5th wheel, but the tailgate released due to the button on the fob depressing unintentionally. It cut a gash right into my camper like it was butter so now the tailgate and the camper are both damaged. This happened just 10 minutes ago and were trying to leave to go camping. We shouldnt be back until Sunday. PER CUST, DLR SAYS:N/ACSR ADV:Advised that I will document what happened, but we definitely would need the veh in the dlrship for further inspection before we can go through with any type of assistance. Transferred him over to his dlr to make an appt.

[REDACTED] 7/11/2017

Requester: ATAYLO29
Report Summary
Server: ECCVWS962

Ford Proprietary, Private

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11-Jul-2017
Retention: None



7/11/2017

Note to Dealer

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

***NOTE: SEND AUTHORIZATION REQUEST TO [REDACTED]

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

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

From: DCPFORM, FMCDealer (.)
Sent: Thursday, July 6, 2017 10:37:13 AM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: nreavis@randymarion.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

Email Subject: Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Randy Marion Ford Lincoln, LLC

Requesting Dealer Fleet: Randy Marion Ford

PA Code: 09040
Contact Person: Nathan Reavis
Title: Service Manager
Phone Number: 704-873-3673
Fax Number: 704-873-3615
Email: nreavis@randymarion.com
Region: Charlotte
Address: 1011 Folger Dr
City: Statesville
State: North Carolina
Zip Code: 28625

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 01/19/2017

Vehicle Year: 2017

Vehicle Model: F350

Vehicle VIN: 1FT8W3BT5H [REDACTED]

Mileage: 5700

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : eana

State : Virginia

Zip Code : [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: Charlotte

DETAILS OF INCIDENT:

Accident

Date of Incident: 2017-06-29

County incident occurred: Iredell

Is customer alleging a component defect CAUSED the incident? YES

Details: Customer states that for the second time, the automatic tailgate dropped by itself while towing his camper to the beach, which caused major damage to the tailgate and some damage to the camper he was pulling.

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

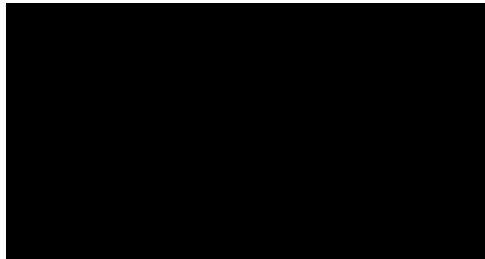
Vehicle Location: Truck is at our body shop across town now and has already been repairs

Attorney information: n/a

CVO Contact: n/a

Resolution Customer is seeking: Customer is requesting that the damages he has paid to fix be reimbursed and his auto tailgate be "dis-armed" somehow to keep this from possibly happening again.

Comments:



From: [Ordcalp, F \(F.\)](#)
To: [Clark, Jessica \(J.E.\)](#)
Subject: FW: Dealer/Fleet Request for OGC Review
Date: Friday, November 10, 2017 12:49:49 PM

From: DCPFORM, FMCDealer (.)
Sent: Friday, November 10, 2017 12:49:48 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: wbrewer@ironcityford.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

Email Subject: Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Iron City Ford

Requesting Dealer Fleet: Iron City Ford

PA Code: 08093

Contact Person: Wayne Brewer

Title: Fixed Operations Director

Phone Number: 205-856-2222

Fax Number:

Email: wbrewer@ironcityford.com

Region: Atlanta

Address: 9924 Parkway east

City: Birmingham

State: Alabama

Zip Code: 35215

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 11/29/2016

Vehicle Year: 2017

Vehicle Model: F250 Super Duty

Vehicle VIN: 1FT7W2BT1HE [REDACTED]

Mileage: 26563

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : Trussville

State : Alabama

Zip Code : [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: Birmingham

DETAILS OF INCIDENT:

Accident

Date of Incident: 2017-10-13

County incident occurred: Jefferson ?

Is customer alleging a component defect CAUSED the incident? YES

Details: Tailgate open while driving and made contact with the trailer that was being towed.

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: Customer is driving, waiting for ordered parts per TSB 17-2196

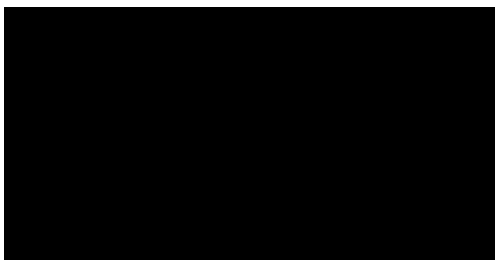
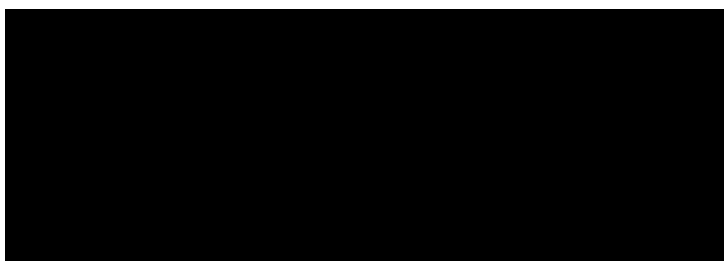
Attorney information:

CVO Contact:

Resolution Customer is seeking: Replace tailgate, rear camera and perform TSB 17-2196

Comments:

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From: Naval Patel <np@patelpllc.com>
Sent: Wednesday, January 31, 2018 8:36 PM
To: Claims; cmiller@erskinelawgroup.com
Subject: Re: Claimant [REDACTED] - 2017 Ford F-250
Attachments: 2018-01-31. 1FT7W2BT1HE[REDACTED].pdf

Ms. Miller:

Please find attached the requested documentation; the mileage to date is approximate 23,450. The concerns pertaining the truck primarily involve and relate to the tailgate spontaneously opening of the truck's tailgate and the many repairs associated to repairing the same, including, but not limited to, subsequent malfunctioning electronics within the vehicle.

Should you need anything more, please advise. Additionally, please provide alternative dates other than the 5th for the inspection to occur. As my client will be forced to obtain a similar vehicle for use during the time that his with your company, all such costs would be sought and are demanded in any proposed settlement.

Cordially,
Naval Patel

Naval H. Patel
Attorney at Law
Patel Law, PLLC
1211 E. 15th St.
Plano, TX 75074-6207
P [+1.214.810.3120](tel:+12148103120)
F [+1.214.722.6809](tel:+12147226809)
E np@patelpllc.com

On Fri, Jan 26, 2018 at 3:52 PM, Naval Patel <np@patelpllc.com> wrote:
Ms. Miller:

I require a few more days to reach obtain all of the requested documents and for my client to be able to confirm his availability for February. Will you allow through Tuesday, January 30, 2018?

Thank you,
Naval Patel

Naval H. Patel
Attorney at Law
Patel Law, PLLC
1211 E. 15th St.
Plano, TX 75074-6207
P [+1.214.810.3120](tel:+12148103120)
F [+1.214.722.6809](tel:+12147226809)
E np@patelpllc.com

On Mon, Jan 22, 2018 at 8:55 AM, Claims <claims@erskinelaw.com> wrote:

Dear Counsel:

Please be advised that Ford Motor Company has retained our office to handle the claim regarding [REDACTED]. Catherine Miller of our office has been assigned to review the claim. In order to process the claim, please forward the following information to claims@erskinelaw.com:

- Current vehicle registration
- Current drivers license
- Sale or lease agreement
- All repair orders
- Current vehicle location, concerns and mileage

Your state lemon law provides Ford the right to notice and a reasonable opportunity to cure any outstanding vehicle problems. Ford is requesting a final repair attempt on this vehicle the week of February 5th, 2018. Please email the Case Handler listed below within the next three business days advising if you will agree to allow Ford its opportunity to cure. Please also include the current mileage and specify any existing vehicle concerns. Please note, alternative transportation will not be provided during the final repair attempt. If we do not hear from you, we will presume that you are refusing to provide Ford its opportunity to cure any outstanding vehicle problems. If you prefer to try and resolve the claim prior to the final repair attempt, Ford hereby reserves its right to the final repair attempt and by proceeding with this settlement negotiations, you agree to allow Ford the final repair attempt, prior to filing suit, if a settlement of this claim cannot be reached.

A review of the claim will begin once we have received the documents and we will update you with the findings from our investigation as soon as possible. You may reach out to Catherine Miller at [248.601.4499](tel:248.601.4499) or via facsimile at [248.601.4497](tel:248.601.4497) or at the email at cmiller@erskinelawgroup.com.

Thank You.

The Claims Team
[248.601.4499](tel:248.601.4499)
claims@erskinelaw.com



VEHICLE REGISTRATION RENEWAL NOTICE

IF YOU NO LONGER OWN THIS VEHICLE PLEASE COMPLETE THE
VEHICLE TRANSFER NOTIFICATION ONLINE AT TxDMV.gov.

Renew online @ www.texas.gov

VEHICLE INFORMATION

LICENSE PLATE NUMBER [REDACTED]
VEHICLE IDENT. NO. 1FT7W2BT1HE [REDACTED]
YEAR/MAKE/BODY STYLE 2017/FORD/PK
CURRENT EXP. MON YR FEB 2018

TOTAL FEE DUE \$ 77.25

A passing vehicle inspection is required to obtain registration. Your vehicle inspection status will be verified electronically. Please go to [REDACTED] for more information and to renew online.

Send bottom part of form, proof of insurance, and correct fee to your county tax office in the enclosed envelope. Make check or money order payable to your local tax assessor-collector. Allow 15 days for processing by mail. Driver's license number required on checks.

FOR QUESTIONS CALL YOUR LOCAL
TAX ASSESSOR-COLLECTOR: 972-825-5150

YOUR CHECK MAY BE CONVERTED TO AN ELECTRONIC FUND TRANSFER.

▲ KEEP TOP SECTION FOR YOUR RECORDS ▲

CUSTOMER COPY

▼ MAIL SECTION BELOW FOR CONVENIENT PROCESSING ▼

AFTER RENEWED, THIS REGISTRATION WILL EXPIRE
THE LAST DAY OF: FEB 2019

VEHICLE INFORMATION

VEH. CLASS. PASS-TRK
VEH. IDENT. NO. 1FT7W2BT1HE [REDACTED]
YR/MAKE/BODY STYLE 2017/FORD/PK
FUEL TYPE
EMPTY WEIGHT 7100
CARRYING CAPACITY 1500
GROSS WEIGHT 8600
UNIT NO.

VEHICLE OWNER NAME(S) & ADDRESS:

WAXAHACHIE, TX [REDACTED]

LICENSE NO. [REDACTED]

TOTAL FEE \$ 77.25

SEND THIS PART OF FORM, PROOF OF INSURANCE,
& CORRECT FEE TO:

RENEWAL RECIPIENT NAME AND ADDRESS:

WAXAHACHIE, TX [REDACTED]

JOHN BRIDGES
ELLIS CNTY TAX ASSESSOR-COL
109 S JACKSON
PO DRAWER 188
WAXAHACHIE, TX 75168-0188

VEHICLE TITLES AND REGISTRATION DIVISION

MARK "X" FOR ADDRESS CHANGE

02 035 77.25

1FT7W2BT1HE [REDACTED]

☆☆☆ UPDATE ADDRESSES HERE ☆☆☆

OWNERS ADDRESS: RENEWAL RECIPIENT ADDRESS:

DATE PRINTED: 11/22/2017PM

VER: 06

B [REDACTED]

LICENSE NO.	[REDACTED]
PLT	PASSENGER-TRUCK PLT
REGIS. EXP. MON YR	FEB 2019
VEH/REG CL	PASS-TRK/TRUCK-LESS/EQL. 1 TON
PLATE TYPE/STICKER TYPE	PSP/WS
YEAR/MAKE/BODY STYLE	2017/FORD/PK
REGISTRATION FEE	\$ 55.00
LOCAL FEE	10.00
INSPECTION FEE	7.50
PROCESSING AND HANDLING FEE	4.75
TOTAL FEE	\$ 77.25
Donate to Support TX Veterans	\$ _____
Donate \$5 (or more) to State Parks	\$ _____
Donate \$1 (or more) to Donate Life	\$ _____
Grand Total Due in Fees & Donations	\$ _____

ENNIS FORD



DEAL # 72936

ennisford.com

900 N. I-45 • P.O. BOX 1378 • Ennis, Texas 75119 • (972) 875-9067 • Metro (972) 878-0442 • Fax (972) 875-8870

PURCHASER'S NAME [REDACTED] DATE 03/20/17

PURCHASER'S ADDRESS [REDACTED] WAXAHACHIE TX [REDACTED] PHONE [REDACTED]

ENTER MY ORDER FOR ☒ NEW ☐ USED ☐ TRUCK SALESMAN BARTEE, THOMAS COLOR WHITE GOLD

MAKE & YEAR FORD 2017 F250

I.D. # 1FT7W2BT1HE [REDACTED] IGN. TRUNK LIC. # STK. #

TRADE IN INFO F250 MAKE FORD YEAR 2014 ON CAR ADD TO

LICENSE NUMBER N/A VALID NUMBER

SERIAL NUMBER 1FT7W2BT9EE [REDACTED]

BALANCE OWED TO

USED CAR ALLOWANCE \$ 38000.00

PAYOFF \$ 43938.16

#1 - NET ALLOWANCE ON USED CAR \$ -5938.16

#2 - REBATE (PROGRAM #) 1750.00 TOTAL 73098.26

#3 - CASH WITH ORDER (REC. #) N/A

#4 - DEPOSIT (REC. #) N/A

TOTAL CREDIT (TRSF. TO RIGHT COLUMN) \$ -4188.16

LIEN HOLDER SUNTRUST BANK

ADDRESS PO BOX 4000 WILMINGTON OH 45177

DRAFT THRU:

AMOUNT

ATTENTION OF:

LOCATION: MECHANICAL BREAKDOWN PROTECTION N/A

DATE READY / / TOTAL OF ABOVE ITEMS \$ 73098.26

CAN WE PICK UP: YES NO SALES TAX 2084.27

INSTRUCTIONS TAKEN BY: VEHICLE INVENTORY TAX 157.68

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. LICENSE \$ 74.75 TITLE FEE \$33.00 ST. INSP. 14.50 \$ 122.25

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED UPON BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. DOCUMENTARY FEE \$ 125.00

UN HONORARIO DE DOCUMENTACIÓN NO ES UN HONORARIO OFICIAL. UN HONORARIO DE DOCUMENTACIÓN NO ES REQUERIDO POR LA LEY, PERO PUEDE SER CARGADA AL COMPRADOR COMO GASTOS DE MANEJO DE DOCUMENTOS RELACIONADOS CON UNA VENTA. UN HONORARIO DE DOCUMENTACIÓN NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN ES REQUERIDA POR LA LEY. SUBTOTAL \$ 75587.46

DISCLAIMER OF WARRANTIES TOTAL CREDITS (TRANSF. FROM LEFT COL) -4188.16

Any warranties on the products sold hereby are those made by the manufacturer. The Seller, Ennis Ford, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Ennis Ford neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. BALANCE TO BE FINANCED \$ N/A

USED VEHICLE PURCHASER: "The information you see on the (Federal Trade Commission) window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale." CR. LIFE \$ N/A A&H \$ N/A N/A

This order comprises the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I certify that I am of legal age and this order is subject to correction of mathematical error. AMOUNT OF UNPAID BALANCE \$ 79775.62

NOTICE TO CREDIT BUYER

If this order involves credit, this form shall be deemed an offer by the purchaser to the seller to purchase the above described vehicle on credit, on terms described above, an authorization for the seller to secure any and all information from any source to determine the credit worthiness of the purchaser. No contractual relationship is created hereby. Full disclosure required by the Federal Consumer Protection Act will be made prior to consummation of a credit transaction by purchaser's signature to an Installment Sale Contract.

THIS ORDER IS NOT VALID UNTIL SIGNED BY DEALER. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.

PURCHASER PLEASE SIGN HERE

RES.

ACCEPTED BY [REDACTED] CREDIT APPROVAL INV. NO.

ILAW LAWTX-65

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, **ENNIS FORD, INC** state that the odometer now
TRANSFEROR'S NAME - PRINT

reads **36** (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐

(2) I hereby certify that the odometer reading is **NOT** the actual mileage.
WARNING — ODOMETER DISCREPANCY.

MAKE **FORD**

MODEL **F250** BODY TYPE **PU**

VEHICLE IDENTIFICATION NUMBER **1FT7W2BT1HE**

YEAR **2017**

TRANSFEROR'S NAME **ENNIS FORD, INC**
(PRINTED NAME)

TRANSFEROR'S ADDRESS **900 N I-45**
(STREET) **TX** **75119**
ENNIS
(STATE) (ZIP CODE)

TRANSFEROR'S NAME **X** **[REDACTED]**
(SIGNATURE)

DATE OF STATEMENT **03/20/2017**

TRANSFeree'S NAME **[REDACTED]**

TRANSFeree'S ADDRESS **[REDACTED]**
(STREET) **WAXAHACHIE** **[REDACTED]**
(CITY) (ZIP CODE)

TRANSFeree'S NAME **X** **[REDACTED]**
(PRINTED NAME)

ILAW

FORM NO. LAWTX-65 (REV. 9/15)

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TO ORDER: www.reynolds.com; 1-800-344-0896; fax 1-800-531-9055

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FORM BFA-1506-3 • TO REORDER CALL:
GREAT AMERICAN 1-800-231-0329

NAME

ADDRESS

CITY

STATE

ZIP

PHONE

SALESMAN

SERIAL NO.

DEL. DATE

STK. NO.

NEW

USED

WE OWE

QTY.

NAME OF ITEM

PART

LABOR

Hotel Rooming

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER

DATE

APPROVED

MGR.

CUSTOMER

DEAL# 72076
STK#
CUST#**AGREEMENT TO FURNISH INSURANCE POLICY**

(TO BE USED WITH SECURITY AGREEMENT ON SALE OF VEHICLE)

Date 03/20/2017TO SELLER ENNIS FORD, INC900 N I-45ENNISTX 75119

The undersigned Buyer(s) agree(s) to furnish his/their own insurance Policy, covering a vehicle which is the subject of a Security Agreement (the "Security Agreement") dated this 20TH day of MAR, YR 2017

The vehicle referred to herein is described as follows:

Year	Make	Model	Body Type	Vehicle Identification No.
<u>2017</u>	<u>FORD</u>	<u>F250</u>	<u>PU</u>	<u>1FT7W2BT1HE</u>

Such Insurance Policy must be delivered to the Seller within _____ days from the date of this Agreement. The following is not an acceptable policy: Maintenance or repair contracts, One Month Policies or insurance Certificates that make reference to a "Master Insurance Agreement." If Seller does not receive such Policy by the time stated, Seller may (but is not required to) procure insurance of the kind and type agreed to be furnished under the terms of the Security Agreement. Such insurance may cover only Seller's interest in the vehicle.

Ins.Co. GERMANIA SELECT INS CO Agent BELL-SCOTT INS GROUP9729389676

ADDRESS OF AGENT: _____ CITY _____ STATE _____ ZIP _____
 Policy No. _____ Exp. Date 11/16/2017 AGENT'S PHONE NUMBER

☒ Fire & Theft - ☐ Additional Coverage - ☒ 500 Deductible Comprehensive - ☒ 500 Deductible Collision

In the event Buyer(s) fail(s) to furnish a valid insurance policy, or written evidence of insurance, of the type required under the Security Agreement, Buyer(s) hereby agree(s) to pay to Seller or its assignees any earned premium for any policy they may have to place for the above described vehicle in accordance with repayment procedures set forth in the Security Agreement.

Buyer(s) further agree(s) to assume forthwith any and all responsibility for damage to the vehicle or resulting from the use, maintenance or operation of the vehicle, and agree to hold Seller free of any loss, claim, or liability resulting from any damage to the vehicle or from the vehicle's use, maintenance or operation.

Loss Payee SUNTRUST BANK
 Loss Payee's Address PO BOX 4000

WILMINGTON OH 45177

NOTICE TO BUYER: This Agreement does not authorize the ordering of Public Liability or Property Damage Insurance. Any insurance ordered by the Seller or Seller's Assignee will cover loss of or damage to the vehicle only and will not include Public Liability or Property Damage Insurance.

BUYER'S NAME (PRINT)

HOME PHONE

ADDRESS

WAXAHACHIE TX

BUYER'S SIGNATURE

CO-BUYER'S SIGNATURE

LAW

FORM NO. 228RS-U

REV 3/13

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Dealer Number

Contract Number

BUYER	[REDACTED]			SELLER/CREDITOR	ENNIS FORD, INC.		
ADDRESS	[REDACTED]			ADDRESS	900 N I-45		
CITY	WAXAHACHIE	STATE	TX	CITY	ENNIS	STATE	TX
PHONE	[REDACTED]			PHONE	9728759067		

CO-BUYER	[REDACTED]		
ADDRESS	[REDACTED]		
CITY	WAXAHACHIE	STATE	TX
PHONE	[REDACTED]		

The Buyer is referred to as "you" or "your." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.

PROMISE TO PAY: The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown below. By signing this contract, you choose to purchase the vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments in U.S. funds according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

VEHICLE IDENTIFICATION

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	☒ NEW ☐ DEMONSTRATOR ☐ FACTORY ☐ OFFICIAL/EXECUTIVE ☐ USED	USE FOR WHICH PURCHASED PERSONAL, FAMILY, OR HOUSEHOLD, UNLESS OTHERWISE INDICATED BELOW If either of the boxes below is checked, Chapter 35 of the Texas Finance Code applies to this Contract ☐ BUSINESS OR COMMERCIAL ☐ AGRICULTURAL
2017	FORD	F250	1FT7W2BT9E [REDACTED]		

Trade-in: Make	FORD	Model	F250
Year	2014	License No.	N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid, after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
4.65 %	\$ 14017.94	\$ 79775.62	\$ 93793.58	\$ 93793.56

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
84	1116.59	Monthly beginning 05/04/2017
N/A	N/A	N/A

Or as follows

N/A	N/A	N/A
-----	-----	-----

Late Charge: If we do not receive your entire payment within 15 days after it is due (10 days if you are buying a heavy commercial vehicle), you will pay a late charge of 5% of the scheduled payment.

Prepayment: If you pay early, you will not have to pay a penalty.

Security Interest: We will have a security interest in the vehicle being purchased.

Additional Information: See this document for more information about nonpayment, default, security interests, and any required repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, taxes, SALES TAX)	2084.27	N/A	\$ N/A
N/A	\$ N/A	and N/A	\$ N/A
2 Total Downpayment = (if negative, enter "0" and see Line 4A below)			
Gross Trade-In			\$ 38000.00
- Pay Off Made By Seller			\$ 43938.16
- Cash Paid to Buyer for Trade-In			\$ N/A
= Net Trade-In			\$ -5938.16
+ Cash			\$ N/A
			\$ 1750.00

PROPERTY INSURANCE. You must keep the collateral insured against damage or loss in the amount you owe. You must keep this insurance until you have paid all that you owe under this contract. You may obtain property insurance from anyone you want or provide proof of insurance you already have. The insurer must be authorized to do business in Texas. You agree to give us proof of property insurance. You must name us as the person to be paid under the policy in the event of damage or loss.

If any insurance is checked below, policies or certificates from the insurance companies will describe the terms, conditions, and deductibles.

Optional Credit Life and Credit Disability Insurance

Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless you sign and agree to pay the extra cost. Your decision to buy or not buy these insurance coverages will not be a factor in the credit approval process.

☐ Credit Life, one buyer	\$ N/A	Term	N/A
☐ Credit Life, both buyers	\$ N/A	Term	N/A
☐ Credit Disability, one buyer	\$ N/A	Term	N/A
☐ Credit Disability, both buyers	\$ N/A	Term	N/A

N/A (Insurance Company)

N/A (Home Office Address)

Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the term of the insurance is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

You want the insurance indicated above.

N/A PE18-011,000028 LCSV

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, taxes,
SALES TAX \$2084.27 N/A \$ N/A
N/A \$ N/A, and N/A \$ N/A \$ 75182.53 (1)

2 Total Downpayment = (if negative, enter "0" and see Line 4A below)

Gross Trade-In	\$ 38000.00
- Pay Off Made By Seller	\$ 43038.16
- Cash Paid to Buyer for Trade-In	\$ N/A
= Net Trade-In	\$ -5938.16
+ Cash	\$ N/A
+ Mfrs. Rebate	\$ 1750.00
+ Other (describe) N/A	\$ N/A
Total Downpayment	\$ 0.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 75182.53 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf
(Seller may keep part of these amounts.):

A Net trade-in payoff to \$ 4188.16

B Cost of Optional Credit Insurance Paid to Insurance Company or Companies.

Life	\$ N/A
Disability	\$ N/A

C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A

D Official Fees Paid to Government Agencies

1) to ROAD & BRI for ROAD&BRIDGE	\$ 10.00
2) to N/A for N/A	\$ N/A
3) to N/A for N/A	\$ N/A

E Debt Cancellation Agreement Fee Paid to the Seller \$ N/A

F Dealer's Inventory Tax (If Not Included in Cash Price) \$ 157.68

G Sales Tax (If Not Included in Cash Price) \$ N/A

H Other Taxes (If Not Included in Cash Price) \$ N/A

I Government License and/or Registration Fees
LICENSE FEE \$ 64.75

J Government Certificate of Title Fees \$ 33.00

K Government Vehicle Inspection Fees \$ 14.50

L Deputy Service Fee Paid to Dealer \$ N/A

M Documentary Fee (Cargo Documental) \$ 125.00

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ÉSTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

N Other Charges (Seller must identify who is paid and describe purpose.)

to State for Plate Transfer Fee	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 4593.09 (4)

5 Amount Financed (3 + 4) \$ 79775.62 (5)

(Insurance Company)

N/A

(Home Office Address)

Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the term of the insurance is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

You want the insurance indicated above.

X N/A N/A
Buyer's signature Date
X N/A N/A
Co-Buyer's signature Date

Optional Insurance Coverages and Debt Cancellation Agreement

The granting of credit will not be dependent on the purchase of either the insurance coverages or the debt cancellation agreement described below. It will not be provided unless you sign and agree to pay the extra cost. The credit approval process will not be affected by whether or not you buy these insurance coverages or the debt cancellation agreement.

Coverage	Term in Months	Premium or Fee
GAP*	N/A	\$ N/A
N/A	N/A	\$ N/A
N/A	N/A	\$ N/A
Debt Cancellation Agreement*	N/A	\$ N/A

N/A

(Insurance Company)

N/A

(Home Office Address)

*If the vehicle is determined to be a total loss, GAP insurance will pay us the difference between the proceeds of your basic collision policy and the amount you owe on the vehicle, minus your deductible. You can cancel that insurance without charge for 10 days from the date of this contract.

**WE WILL CANCEL CERTAIN AMOUNTS YOU OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OR THEFT OF THE VEHICLE AS STATED IN THE DEBT CANCELLATION AGREEMENT. You can cancel the debt cancellation agreement without charge for a period of 30 days from the date of this contract, or for the period stated in the debt cancellation agreement, whichever period ends later. If the box next to a premium for an insurance coverage included above is marked, that premium is not fixed or approved by the Texas Insurance Commissioner. A debt cancellation agreement is not insurance and is regulated by the Office of the Consumer Credit Commissioner.

For the premiums or fees included above, you want the related optional coverages and debt cancellation agreement.

X N/A N/A
Buyer's signature Date
X N/A N/A
Co-Buyer's signature Date

LIABILITY INSURANCE: THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Returned Check Charge: You agree to pay a charge of \$ 30. If any check you give us is dishonored or any electronic payment is returned unpaid.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs > Co-Buyer Signs X

OCCC NOTICE. For questions or complaints about this contract, contact SUNTRUST BANK at 800-615-464. The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contract, you may file a complaint with the OCCC.

N Government vehicle inspection fees \$ 14.00
L Deputy Service Fee Paid to Dealer \$ N/A
M Documentary Fee (Cargo Documental) \$ 125.00

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N Other Charges (Seller must identify who is paid and describe purpose.)

to State	for Plate Transfer Fee	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 4593.09 (4)

5 Amount Financed (3 + 4) \$ 79775.62 (5)

commission policy and the amount you owe on the vehicle, minus your deductible. You can cancel that insurance without charge for 10 days from the date of this contract.

**WE WILL CANCEL CERTAIN AMOUNTS YOU OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OR THEFT OF THE VEHICLE AS STATED IN THE DEBT CANCELLATION AGREEMENT. You can cancel the debt cancellation agreement without charge for a period of 30 days from the date of this contract, or for the period stated in the debt cancellation agreement, whichever period ends later. If the box next to a premium for an insurance coverage included above is marked, that premium is not fixed or approved by the Texas Insurance Commissioner. A debt cancellation agreement is not insurance and is regulated by the Office of the Consumer Credit Commissioner.

For the premiums or fees included above, you want the related optional coverages and debt cancellation agreement.

X N/A N/A
Buyer's signature Date

X N/A N/A
Co-Buyer's signature Date

LIABILITY INSURANCE: THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Returned Check Charge: You agree to pay a charge of \$ 30 if any check you give us is dishonored or any electronic payment is returned unpaid.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X Co-Buyer Signs X

OCCC NOTICE. For questions or complaints about this contract, contact SUBTRUST BANK at 800-461-5464. The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov.

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

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

Buyer X Co-Buyer X

See back for other important agreements.

CONSUMER WARNING: Notice to the buyer--Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of the contract you sign. Under the law, you have the right to pay off in advance all that you owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.

BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW.

Buyer Signs X Date 03/20/17 Co-Buyer Signs X Date 03/20/17

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

Other owner signs here X Date Address
Seller signs FAIRIS FORD, INC Date 03/20/17 By X Title

THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.

Seller assigns its interest in this contract to SUBTRUST BANK (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller FAIRIS FORD, INC By Title

CUSTOMER #:

INVOICE

ENNIS FORD



www.ennisford.com

900 North I-45 · Ennis, TX 75119

(972) 875-9067

Fax: (972) 875-8870

PAGE 1

HOME: CONT:N/A

BUS: CELL:

SERVICE ADVISOR: 4476 SCOTT DARCEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
WHITE GOLD	17	FORD F250	1FT7W2BT1HE		4/9		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
DD01DEC16			17:00 06FEB17		0.00	CASH	10FEB17
R.O. OPENED		READY	OPTIONS: STK:				
10:44 06FEB17		08:27 10FEB17	ENG:6.7L POWER STROKE V8_DIESEL				
			TRN:6-SPEED AUTO TRANS				
LINE OPCODE TECH TYPE HOURS				LIST	NET	TOTAL	

A NEW CAR PRE-DELIVERY

PDI NEW CAR PRE-DELIVERY

4349 IPDI

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

B STATE INSPECTION STICKER SAFETY ONLY

SIS STATE INSPECTION STICKER SAFETY ONLY

4461 IPDI

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

C RETRIEVE KEYLESS ENTRY CODE

KEYCODE RETRIEVE KEYLESS ENTRY CODE

4349 IPDI

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: (N/C) 0.00
76102

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

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CUSTOMER SIGNATURE ☒

SERVICE DEPARTMENT HOURS

Monday - Friday
7:00 a.m. to 6:00 p.m.Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
	0.00
SUBLET AMOUNT	0.00
Deductible / Shop supplies	0.00
TOTAL CHARGES	0.00
LESS DISCOUNT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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PAGE 1

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 4494 MARVIN ROCKHOLD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
WHITE GOLD	17	FORD F250	1FT7W2BT1HE		3996/3997		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20MAR17 DD	01DEC16		17:00 03MAY17		0.00	VISA	03MAY17
R.O. OPENED		READY	OPTIONS: SOLD-STK:				
09:40 03MAY17		14:29 03MAY17	ENG:6.7L POWER STROKE V8 DIESEL				
			TRN:6-SPEED AUTO TRANS				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A C/S REAR CAMERA DOESNT WORK BUT NOTED THAT IF HE TURN FULLY ONE WAY

IT COMES ON (RANDOM)

016 ELECTRICAL

4349 C

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

test system and found system operating at this time

B BRAKE SYSTEM CONCERN

CAUSE: test vehicle found no concern present inspected brake system and found no concerns present fluid level at recommended level

YBRAKE BRAKE SYSTEM CONCERN

4349 C

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

C OIL AND FILTER CHANGE 6.7L DIESEL

LOF67 OIL AND FILTER CHANGE 6.7L DIESEL

4349 C

1 BC3Z*6731*B KIT - ELEMENT & GASKET - OIL F

15 XO*15W40*BSD MOTORCRAFT SAE 15W-40 API CJ-4

PARTS: 68.95 LABOR: 16.50 OTHER: 0.00 TOTAL LINE C: 85.45

oil and filter change diesel

D PERFORM MULTI POINT INSPECTION

99P PERFORM MULTI POINT INSPECTION

4349 C

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

CUSTOMER PAY SHOP SUPPLIES FOR REPAIR ORDER

1.65

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

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CUSTOMER SIGNATURE **X**

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	16.50
PARTS AMOUNT	68.95
	0.00
SUBLET AMOUNT	0.00
Deductible / Shop supplies	1.65
TOTAL CHARGES	87.10
LESS DISCOUNT	0.00
SALES TAX	5.83
PLEASE PAY THIS AMOUNT	92.93

CUSTOMER #: [REDACTED]

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PAGE 1

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 4494 MARVIN ROCKHOLD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
WHITE GOLD	17	FORD F250	1FT7W2BT1HE		11512/11513		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20MAR17	DD01DEC16		WAIT 05JUL17		0.00	VISA	05JUL17
R.O. OPENED		READY	OPTIONS: SOLD-STK:				
09:28 05JUL17		10:45 05JUL17	ENG:6.7L POWER STROKE V8_DIESEL				
			TRN:6-SPEED AUTO TRANS				
LINE OPCODE TECH TYPE HOURS				LIST	NET	TOTAL	

A ALIGNMENT 3/4 TON AND UP W/ADJUSTERS

CAUSE: alinement diag time
015 STEERING/SUSPENSION

4315	C			98.50	98.50
PARTS:	0.00	LABOR:	98.50	OTHER:	0.00
				TOTAL LINE A:	98.50

check alinement and check front tires-has excessive road force on
left front tire-needs replaced 150

B PERFORM MULTI POINT INSPECTION

CAUSE: inspection
99P PERFORM MULTI POINT INSPECTION

4315	C			0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00
				TOTAL LINE B:	0.00

gtire,g batt.gbrake

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

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CUSTOMER SIGNATURE **X** _____

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	98.50
PARTS AMOUNT	0.00
	0.00
SUBLET AMOUNT	0.00
Deductible / Shop supplies	0.00
TOTAL CHARGES	98.50
LESS DISCOUNT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	98.50

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PAGE 1

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 4484 ALONZO HARPER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
WHITE GOLD	17	FORD F250	1FT7W2BT1HE		9133/9133		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20MAR17	DD01DEC16		17:00 25AUG17		0.00	CASH	22AUG17
R.O. OPENED		READY	OPTIONS: SOLD-STK:				
11:48 12JUN17		09:42 22AUG17	ENG:6.7L POWER STROKE V8 DIESEL TRN:6-SPEED AUTO TRANS				

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

A C/S TAILGATE WILL COME OPEN ON ITS ON WILL DRIVING WITH KEYS IN

CONSOLE OR POCKET, PLEASE CHECK AND ADVISE

NWD NO WORK DONE

4461 C

0.00

0.00

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

REFER TO RO [REDACTED]

B C/S CAMERA WILL SHOW LINES IN MONITOR WHEN BACKING BUT NO PICTURE IN THE MONITOR, THE 360 CAMERA WILL WORK, PLEASE CHECK AND ADVISE

NWD NO WORK DONE

4315 C

0.00

0.00

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

REFER TO RO [REDACTED]

C C/S WHEN A PERSON IS IN THE PASSENGER SEAT WITH THE CHAIR MASSAGE ON FOR 30 MINUTES OR SO, CUSTOMERS IPHONE CAN RING OR GET A TEXT MESSAGE AND THE LUMBAR ON THE SEAT WILL BLW UP

NWD NO WORK DONE

4315 C

0.00

0.00

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

REFER TO RO [REDACTED]

D OIL AND FILTER CHANGE 6.7L DIESEL

NWD NO WORK DONE

4315 C

0.00

0.00

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

REFER TO RO [REDACTED]

E PERFORM MULTI POINT INSPECTION

NWD NO WORK DONE

4315 C

0.00

0.00

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

REFER TO RO [REDACTED]

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

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CUSTOMER SIGNATURE X [REDACTED]

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
SUBLET AMOUNT	
Deductible / Shop supplies	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

PE18-011 000034 LCSV

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PAGE 2

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 4484 ALONZO HARPER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE GOLD	17	FORD F250	1FT7W2BT1HE [REDACTED]		9133/9133	[REDACTED]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20MAR17	DD01DEC16		17:00 25AUG17		0.00	CASH	22AUG17

R.O. OPENED	READY	OPTIONS:	SOLD-STK:
11:48 12JUN17	09:42 22AUG17	ENG:6.7L POWER STROKE V8_DIESEL	TRN:6-SPEED AUTO TRANS

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

F** C/S REAR TAILGATE UPPER MLDG IS NOT FITTING PROPERLY, PLEASE CHECK AND ADVISE.

NWD NO WORK DONE

4315	C					0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE F:	0.00
REFER TO RO	[REDACTED]						

G** C/S TAILGATE WILL COME DOWN BY ITSELF, PLEASE CHECK AND ADVISE.

NWD NO WORK DONE

4315	C					0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE G:	0.00
REFER TO RO	[REDACTED]						

PARTS ORDERED 8/3

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CUSTOMER SIGNATURE **X**

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
	0.00
SUBLET AMOUNT	0.00
Deductible / Shop supplies	0.00
TOTAL CHARGES	0.00
LESS DISCOUNT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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CUSTOMER #: [REDACTED]

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PAGE 1

HOME:

CONT:

BUS:

CELL:

SERVICE ADVISOR: 4484 ALONZO HARPER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE GOLD	17	FORD F250	1FT7W2BT1HE [REDACTED]		15668/15695	[REDACTED]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20MAR17	DD01DEC16		17:00 25SEP17		0.00	CASH	19SEP17

R.O. OPENED	READY	OPTIONS:	SOLD-STK:
09:23 22AUG17	16:53 19SEP17	ENG:6.7L POWER STROKE V8 DIESEL	TRN:6-SPEED AUTO TRANS

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

A OIL AND FILTER CHANGE 6.7L DIESEL
 LOF67 OIL AND FILTER CHANGE 6.7L DIESEL
 4315 ISP (N/C)
 1 3C3Z*6731*AA KIT - ELEMENT & GASKET - OIL F (N/C)
 15 XO*15W40*BSD MOTORCRAFT SAE 15W-40 API CJ-4 (N/C)
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
 done-see scott

 B C/S THE TAILGATE WILL GO DOWN ON ITS OWN,CAMERA WILL SHOW LINES IN
 MONITOR AND NO PIC
 CAUSE: 14405
 MT14405 OVER LAY NEW WIRE
 4461 W (N/C)
 1 HU2Z14S411CA (N/C)
 1 HC3Z*14405*Z WIRING ASY - REAR LAMPS (N/C)
 1 FUSZ*14489*A SLEEVE - WIRING (N/C)
 1 HC3Z*14A412*A WIRING ASY - TAILGATE (N/C)

FC: A77 42
 PART#: HC3Z*14405*Z
 COUNT:
 CLAIM TYPE:
 AUTH CODE:
 4461
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

verified customer concern found tail gate opening intermently ,
 camera would go black screen or have lines threw screen, running boards
 would open while driving down highway, no dtcs. contacted Brent
 Hochgraber FCE on concern. said to replace part #HX3Z14405-Z, removed
 bed removed entire harness, unclipped all connections and ground straps
 holding it in, replaced part, concern is still present mt14405 7.0

 C C/S ISSUES WITH TAILGATE AND CAMERA, PLEASE CHECK AND ADVISE
 CAUSE: tailgate concerns
 MT14A412 REPLACE HARNESS AND INSPECT

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE: "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto." DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS. CUSTOMER SIGNATURE ☒		SERVICE DEPARTMENT HOURS Monday - Friday 7:00 a.m. to 6:00 p.m. Saturday 8:00 a.m. to 2:00 p.m.		DESCRIPTION LABOR AMOUNT PARTS AMOUNT SUBLET AMOUNT Deductible / Shop supplies TOTAL CHARGES LESS DISCOUNT SALES TAX PLEASE PAY THIS AMOUNT	TOTALS
---	--	---	--	---	--------

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PAGE 2

HOME:
BUS:

CONT:
CELL:

SERVICE ADVISOR: 4484 ALONZO HARPER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE GOLD	17	FORD F250	1FT7W2BT1HE		15668/15695	

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20MAR17	DD01DEC16		17:00 25SEP17		0.00	CASH	19SEP17

R.O. OPENED	READY	OPTIONS:	SOLD-STK:
09:23 22AUG17	16:53 19SEP17	ENG:6.7L POWER STROKE V8_DIESEL	TRN:6-SPEED AUTO TRANS

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			4315	W			(N/C)
			1 HU5Z*15604*AU KIT - ALARM/KEYLESS LOCK SYSTE				(N/C)
			1 HC3Z*14A412*CA WIRE - JUMP - CENTRAL DOOR				(N/C)
			LOC				(N/C)

FC: A92 42

PART#: HC3Z*14A412*CA

COUNT:

CLAIM TYPE:

AUTH CODE:

4315

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

inspect wire harnesses from front to back, remove left inner fender shield to inspect connections , replace both wire harnesses inside tailgate assembly , reinspect all harness connections and mounting points, program bcm-pcm-pam-reset parameters, work was done with field service engineer present and rechecking work and inspecting as done, final road test shows no issues with tailgate opening "m" time required for repairs

D PERFORM MULTI POINT INSPECTION

CAUSE: inspection

99P PERFORM MULTI POINT INSPECTION

4315 C

0.00

0.00

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

gtire,gbatt,gbrake

E** C/S ELECTRICAL SYSTEM IS SHOWING THE WRENCH, REAR CAMERA NOT WORKING AT TIMES, STEPS COMING POUT WHILE DRIVING AND TAILGATE GOES DOWN WHILE DRIVING.

CAUSE: wiring issues

MT14S11 R&R PIGTAIL ASSM FOR TAILGATE

4315 W

(N/C)

1 AU2Z*14S411*AMA WIRE ASY

(N/C)

FC: A77 42

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

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CUSTOMER SIGNATURE ☒

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
SUBLET AMOUNT	
Deductible / Shop supplies	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

ENNIS FORD



CUSTOMER #: [REDACTED]

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PAGE 3

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 4484 ALONZO HARPER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
WHITE GOLD	17	FORD F250	1FT7W2BT1HE		15668/15695		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20MAR17	DD01DEC16		17:00 25SEP17		0.00	CASH	19SEP17
R.O. OPENED		READY	OPTIONS: SOLD-STK:				
09:23 22AUG17		16:53 19SEP17	ENG:6.7L POWER STROKE V8_DIESEL				
			TRN:6-SPEED AUTO TRANS				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

PART#: AU2Z*14S411*AMA

COUNT:

CLAIM TYPE:

AUTH CODE:

4315

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

cut out and replace wire hardshell connector for tailgate harness
as per instructions-no time operation in book "m" time operation cc42
does not operate properly part#14s411

F** TPMS LIGHT IS ON, PLEASE CHECK AND ADVISE

CAUSE: tpms light on

1552AA SENSOR ASSEMBLY - TIRE PRESSURE - REPLACE

(1552/1A150/1A189) - L

4315 W

1 HC3Z*1A189*A KIT - TPMS SENSOR

FC: A40 42

PART#: HC3Z*1A189*A

COUNT:

CLAIM TYPE:

AUTH CODE:

4315

(N/C)

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

test and replace left rear tpms sensor part#1a189 cc42 does not
operate properly

G** REAR TAILGATE UPPER COVER NOT FITTING

CAUSE: tailgate moulding

MT9940602 R&R REAR TOP TAILGATE MOLDING

4315 W

1 HC3Z*9940602*A MOULDING

FC: B64 07

PART#: HC3Z*9940602*A

COUNT:

(N/C)

(N/C)

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

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NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

CUSTOMER SIGNATURE **X**

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
SUBLET AMOUNT	
Deductible / Shop supplies	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

ENNIS FORD



CUSTOMER #: [REDACTED]

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(972) 875-9067

Fax: (972) 875-8870

WAXAHACHIE, TX

PAGE 4

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 4484 ALONZO HARPER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE GOLD	17	FORD F250	1FT7W2BT1HE		15668/15695		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20MAR17	DD01DEC16		17:00 25SEP17		0.00	CASH	19SEP17
R.O. OPENED		READY	OPTIONS: SOLD-STK:				
09:23 22AUG17		16:53 19SEP17	ENG:6.7L POWER STROKE V8_DIESEL				
			TRN:6-SPEED AUTO TRANS				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

CLAIM TYPE:

AUTH CODE:

4315

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

reattach moulding 999a

H** C/S SMELLS COOLANT AT TIMES PLEASE CHECK AND ADVISE.

CAUSE: 8A080

MT8A080 R&R COOLANT JUG

4461 W

1 HC3Z*8A080*D TANK ASY - RADIATOR OVERFLOW

FC: L87 42

PART#: HC3Z*8A080*D

COUNT:

CLAIM TYPE:

AUTH CODE:

4461

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

verified customer concern found the smell of coolant to be coming from coolant reservoir. replaced reservoir concern is now resolved cc42

I** C/S FULE LEAKING AT FRONT OF ENGINE, PLEASE CHECK AND ADVISE.

CAUSE: 9A564

MT9A564 REPLACE RETURN LINE

4461 W

1 HC3Z*9A564*A KIT - FIXING PARTS - REPAIR

FC: E68 42

PART#: HC3Z*9A564*A

COUNT:

CLAIM TYPE:

AUTH CODE:

4461

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE I: 0.00

verified customer concern, fluid pouring to ground, found problem

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

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CUSTOMER SIGNATURE X

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
SUBLET AMOUNT	
Deductible / Shop supplies	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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CUSTOMER #: [REDACTED]

INVOICE

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WAXAHACHIE, TX

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 4484 ALONZO HARPER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
WHITE GOLD	17	FORD F250	1FT7W2BT1HE		15668/15695		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20MAR17	DD01DEC16		17:00 25SEP17		0.00	CASH	19SEP17
R.O. OPENED		READY	OPTIONS: SOLD-STK:				
09:23 22AUG17		16:53 19SEP17	ENG:6.7L POWER STROKE V8 DIESEL				
			TRN:6-SPEED AUTO TRANS				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

lied at fuel filter return line coming off filter, replaced part
concern is now resolved cc42

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

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NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

CUSTOMER
SIGNATURE **X**

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
	0.00
SUBLET AMOUNT	0.00
Deductible / Shop supplies	0.00
TOTAL CHARGES	0.00
LESS DISCOUNT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

SONIJA EASLEY DBA AUTO TINT DESIGN
1111 FERRIS AVE STE B
WAXAHACHIE, TX 75165

Invoice

Date 3/30/2017
Invoice # [REDACTED]

Bill To

Ship To

P.O. #
Terms

Ship Date 3/30/2017
Due Date 3/30/2017
Other

Item	Description	Qty	Price	Amount
BAK FLIP G2			850.00	850.00

SONIJA EASLEY DBA AUTO TINT DESIGN
WFEASLEY@SBCGLOBALNET.COM

9729350740
Fax 9729350120

Subtotal	\$850.00
Sales Tax (8.25%)	\$0.00
Total	\$850.00
Payments/Credits	\$-850.00
Balance Due	\$0.00

SONIJA EASLEY DBA AUTO TINT DESIGN
1111 FERRIS AVE STE B
WAXAHACHIE, TX 75165

Invoice

Date 4/13/2017
Invoice # [REDACTED]

Bill To

Ship To

PAID

P.O. #
Terms

Ship Date 4/13/2017
Due Date 4/13/2017
Other

Item	Description	Qty	Price	Amount
RANCHHAND	RANCH HAND GRILL GUARD		629.00	629.00T
SOUTHERN ...	LIGHT BAR 20"		209.00	209.00T
SOUTHERN ...	LIGHT BAR WIRING HARNESS		69.00	69.00T
J30 D & P	TINT DRIVER AND PASSENGER LIFETIME		70.00	70.00

SONIJA EASLEY DBA AUTO TINT DESIGN
WFEASLEY@SBCGLOBALNET.COM

9729350740
Fax 9729350120

Subtotal	\$977.00
Sales Tax (8.25%)	\$74.83
Total	\$1,051.83
Payments/Credits	\$-1,051.83
Balance Due	\$0.00

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CUSTOMER #: [REDACTED]

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WAXAHACHIE, TX

PAGE 1

HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 4476 SCOTT DARCEY

COLOR		YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN/ OUT		TAG
WHITE GOLD		17	FORD F250		1FT7W2BT1HE			19981/20596		
DEL DATE		PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
20MAR17		DD01DEC16		17:00 17OCT17			120.00	CASH	26OCT17	
R.O. OPENED		READY		OFFER						

09:25 17OCT17 11:38 26OCT17

ENG: 6.7L POWER STROKE V8 DIESEL

TRN: 6-SPEED AUTO TRANS

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

A C/S REAR CAMERA IS INOP AT TIMES, PLEASE CHECK AND ADVISE

CAUSE: camera issue

MT19G490 REPLACE REAR CAMERA

4315 W

1 HC3Z*19G490*T CAMERA - PARKING

(N/C)

(N/C)

FC: A71 42

PART#: HC3Z*19G490*T

COUNT:

CLAIM TYPE:

AUTH CODE:

4315

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

inspect and replace rear backup camera for intermittant inop.

B C/S TAILGATE COMES DOWN ON ITS OWN

CAUSE: tailgate issues

MT14016 R&R TAILGATE SWITCHCH

4315 W

1 1L2Z*14018*AC SWITCH ASY

(N/C)

(N/C)

FC: A77 42

PART#: 1L2Z*14018*AC

COUNT:

CLAIM TYPE:

AUTH CODE:

4315

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

inspect wiring and verify tail gate open when not requested, inspect and replace tail gate open switch on tail gate.cc42 does not operate properly

C PERFORM MULTI POINT INSPECTION

CAUSE: inspection

99P PERFORM MULTI POINT INSPECTION

4315 C

0.00 0.00

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CUSTOMER SIGNATURE X

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
SUBLET AMOUNT	
Deductible / Shop supplies	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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WAXAHACHIE, TX

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 4476 SCOTT DARCEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
WHITE GOLD	17	FORD F250	1FT7W2BT1HE		19981/20596		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20MAR17 DD	01DEC16		17:00 17OCT17		120.00	CASH	26OCT17

R.D. OPENED	READY	OPTIONS: SOLD-STK:			
09:25 17OCT17	11:38 26OCT17	ENG:6.7L POWER STROKE V8 DIESEL TRN:6-SPEED AUTO TRANS			
LINE OPCODE	TECH TYPE	HOURS	LIST	NET	TOTAL
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00
gtire ghatt			TOTAL LINE C: 0.00		

D** OIL AND FILTER CHANGE 6.7L DIESEL

CAUSE: oil and filter diesel

MBASIC1 ENGINE OIL AND OIL FILTER - REPLACE

(6714/6731) - L

4489 W

(N/C)

1 BC3Z*6731*B KIT - ELEMENT & GASKET - OIL F

(N/C)

15 XO*15W40*BSD MOTORCRAFT SAE 15W-40 API CJ-4

(N/C)

FC:

PART#: BC3Z*6731*B

COUNT:

CLAIM TYPE: P18

AUTH CODE:

4489

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:	0.00
oil and filter diesel							

E** ROTATE TIRES

ROT ROTATE TIRES

4489 C

0.00

0.00

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	0.00
ROTATED TIRES AT NO CHARGE							

F** FUEL FILTER 6.7L DIESEL

CAUSE: 9N184

MBASIC7 FUEL FILTER - REPLACE (9155/9N184) - L

4493 W

(N/C)

1 HC3Z*9N184*C ELEMENT

(N/C)

FC:

PART#: HC3Z*9N184*C

COUNT:

CLAIM TYPE: P18

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CUSTOMER SIGNATURE

X

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
SUBLET AMOUNT	
Deductible / Shop supplies	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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WAXAHACHIE, TX.

PAGE 3

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 4476 SCOTT DARCEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE GOLD	17	FORD F250	1FT7W2BT1HE [REDACTED]		19981/20596	[REDACTED]

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
20MAR17	DD01DEC16		17:00 17OCT17		120.00	CASH	26OCT17

R.O. OPENED	READY	OPTIONS:
09:25 17OCT17	11:38 26OCT17	SOLD-STK: [REDACTED] ENG:6.7L POWER STROKE V8_DIESEL TRN:6-SPEED AUTO TRANS

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

AUTH CODE: 4493							
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PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE F:	0.00
--------	------	--------	------	--------	------	---------------	------

REPLACE FUEL FILTER COMPLETED.

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
	0.00
SUBLET AMOUNT	0.00
Deductible / Shop supplies	0.00
TOTAL CHARGES	0.00
LESS DISCOUNT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

PE18-011 000045 LCSV

OTHER TERMS AND CONDITIONS

1. FINANCE CHARGE AND PAYMENTS

- a. **HOW WE FIGURE THE FINANCE CHARGE.** We figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is $1/365^{\text{th}}$ of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or return check charges.
- b. **HOW WE WILL APPLY YOUR PAYMENTS.** We will apply your payments in the following order:
1. earned but unpaid finance charge; and
 2. to anything else you owe under this agreement.
- c. **HOW LATE OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY.** We based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge. If that happens, your last payment will be more than your final scheduled payment, or at our option, you will have to pay more payments of the same amount as your scheduled payment with a smaller last payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **TRANSFER OF RIGHTS.** We may transfer this contract to another person. That person will then have all our rights, privileges, and remedies.
- e. **SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS.** A balloon payment is a scheduled payment more than twice the amount of the average of your scheduled payments, other than the downpayment, that are due before the balloon payment. You can pay all you owe when the balloon payment is due and keep your vehicle. If you buy the vehicle primarily for personal, family, or household use, you can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee. If you refinance the balloon payment, your periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. **USE AND TRANSFER OF THE VEHICLE.** You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, this will not release you from your obligations under this contract, and we may charge you a transfer of equity fee of \$25.00 (\$50 for a heavy commercial vehicle). You will promptly tell us in writing if you change your address or the address where you keep the vehicle. We agree you may remove the vehicle from the U.S. for 72 hours or less, if the vehicle will continue to be covered by the insurance this contract requires. Otherwise, you agree not to remove the vehicle from the U.S. without our written permission.
- b. **CARE OF THE VEHICLE.** You agree to keep the vehicle free from all liens, and claims except those that secure this contract. You will timely pay all taxes, fines, or charges pertaining to the vehicle. You will keep the vehicle in good repair. You will not allow the vehicle to be seized or placed in jeopardy or use it illegally. You must pay all you owe even if the vehicle is lost, damaged or destroyed. If a third party takes a lien or claim against or possession of the vehicle, we may pay the third party any cost required to free the vehicle from all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you do not pay this amount, we may repossess the vehicle and add that amount to the amount you owe. If we do not repossess the vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.
- c. **SECURITY INTEREST.** To secure all that you owe on this contract and all your promises in it, you give us a security interest in:
1. The vehicle including all accessories and parts now or later attached and any other goods financed in this contract;

- h. **APPLICATION OF CREDITS.** Any credit that reduces your debt will apply to your payments in the reverse order of when they are due, unless we decide to apply it to another part of your debt. The amount of the credit and all finance charge or interest on the credit will be applied to your payments in the reverse order of your payments.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **LATE CHARGE.** You will pay us a late charge as agreed to in this contract when it accrues.
- b. **DEFAULT.** You will be in default if:
1. You do not pay any amount when it is due;
 2. You give false, incomplete, or misleading information on a credit application;
 3. You file bankruptcy, bankruptcy is filed against you, or the vehicle becomes involved in a bankruptcy;
 4. You allow a judgment to be entered against you or the collateral; or
 5. You break any of your promises in this agreement.
- If you default, we can exercise our rights under this contract and our other rights under the law.
- c. **OUR RIGHT TO DEMAND PAYMENT IN FULL.** If you default, or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe. We don't have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.
- d. **REPOSSESSION.** If you default, we may repossess the vehicle from you if we do so peacefully. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If any personal items are in the vehicle, we can store them for you and give you written notice at your last known address shown on our records within 15 days of discovering that we have your personal items. If you do not ask for these items back within 31 days from the day we mail or deliver the notice to you, we may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the vehicle.
- e. **YOUR RIGHT TO REDEEM.** If we take your vehicle, we will tell you how much you have to pay to get it back. If you do not pay us to get the vehicle back, we can sell it or take other action allowed by law. Your right to redeem ends when the vehicle is sold or we have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.
- f. **DISPOSITION OF THE VEHICLE.** If you don't pay us to get the vehicle back, we can sell it or take other action allowed by law. If we sell the motor vehicle in a public or private sale, we will send you notice at least 10 days before we sell it. We can use the money we get from selling it to pay allowed expenses and to reduce the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left, we will pay it to you unless we must pay it to someone else. If the money from the sale is not enough to pay all you owe, you must pay the rest of what you owe us plus interest. If we take or sell the vehicle, you will give us the certificate of title and any other document required by state law to record transfer of title.
- g. **COLLECTION COSTS.** If we hire an attorney who is not our employee to enforce this contract, you will pay reasonable attorney's fees and court costs as the applicable law allows. You will also pay our reasonable out-of-pocket expenses incurred in connection with retaking, holding, and selling the vehicle as the applicable law allows.
- h. **CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS.** This contract may contain charges for insurance or service contracts or for services included in the cash price. If you default, you agree that we can claim benefits under these contracts to the extent allowable, and terminate them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is damaged or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. INTEGRATION AND SEVERABILITY CLAUSE

This contract contains the entire agreement between you and us relating to the sale and financing of the vehicle. If any part of this

from interest on the vehicle. If you do not repay the vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.

- c. **SECURITY INTEREST.** To secure all that you owe on this contract and all your promises in it, you give us a security interest in:
1. The vehicle including all accessories and parts now or later attached and any other goods financed in this contract;
 2. All insurance proceeds and other proceeds received for the vehicle;
 3. Any insurance policy, service contract or other contract financed by us and any proceeds of those contracts; and
 4. Any refunds of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show our security interest in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. **AGREEMENT TO KEEP VEHICLE INSURED.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. The insurer must be authorized to do business in Texas.
- e. **OUR RIGHT TO PURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED.** If you fail to give us proof that you have insurance, we may buy physical damage insurance. We may buy insurance that covers your interest and our interest in the vehicle, or we may buy insurance that covers our interest only. You will pay the premium for the insurance and a finance charge at the contract rate. If we obtain collateral protection insurance, we will mail notice to your last known address shown in our file.
- f. **PHYSICAL DAMAGE INSURANCE PROCEEDS.** You must use physical damage insurance proceeds to repair the vehicle, unless we agree otherwise in writing. However, if the vehicle is a total loss, you must use the insurance proceeds to pay what you owe us. You agree that we can use any proceeds from insurance to repair the vehicle, or we may reduce what you owe under this contract. If we apply insurance proceeds to the amount you owe, they will be applied to your payments in the reverse order of when they are due. If your insurance on the vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.
- g. **RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES.** If we get a refund on insurance or service contracts, or other contracts included in the cash price, we will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

store, we may claim benefits under these contracts and use them to obtain refunds of unearned charges to reduce what you owe.

4. INTEGRATION AND SEVERABILITY CLAUSE

This contract contains the entire agreement between you as relating to the sale and financing of the vehicle. If any part of contract is not valid, all other parts stay valid.

5. LEGAL LIMITATIONS ON OUR RIGHTS

If we don't enforce our rights every time, we can still enforce them. We will exercise all of our rights in a lawful way. You don't have a finance charge or other amounts that are more than the law allows. This provision prevails over all other parts of this contract and over our other acts.

6. SELLER'S DISCLAIMER OF WARRANTIES

Unless the seller makes a written warranty, or enters in a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the vehicle and there will be no implied warranties of merchantability, fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

7. **Used Car Buyers Guide.** 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.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para el vehículo forma parte del presente contrato. La información en el formulario de la ventanilla deja sin efecto toda disposición contraria contenida en el contrato de venta.

8. SERVICING AND COLLECTION CONTACTS

We may try to contact you at any mailing address, e-mail address, phone number you give us as the law allows. We may try to contact you in writing (including mail, e-mail, and text messages) and by phone (including prerecorded or artificial voice messages and auto telephone dialing systems).

9. APPLICABLE LAW

Federal and Texas law apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS OF THIS CONTRACT. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This PROVISION applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.

ARBITRATION PROVISION PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR A CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019, or any other organization to conduct

proceeds will be paid to you.

- g. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES.** If we get a refund on insurance or service contracts, or other contracts included in the cash price, we will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

9. APPLICABLE LAW

Federal and Texas law apply to this contract.

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

This PROVISION applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 [REDACTED] or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitrator organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

ENNIS FORD

CUSTOMER #:

INVOICE



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(972) 875-9067

Fax: (972) 875-8870

WAXAHACHIE, TX

PAGE 1

HOME

CONT:

BUS:

CELL:

SERVICE ADVISOR: 4476 SCOTT DARCEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE GOL	17	FORD F250	1FT7W2BT1HE		20592 / 20794		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE

20MAR17 D 01DEC16 17:00 26OCT17 120.00 CASH 04NOV17
 R.O. OPE ED READY OPTIONS: SOLD-STK:

ENG: 6.7L POWER STROKE V8 DIESEL

12:04 26OCT17 10:02 04NOV17 TRN: 6-SPEED AUTO TRANS

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

A C/S SWITH ON DASH FOR TAILGATE INOP, PLEASE CHECK AND ADVISE

CAUSE: camara inop, turn signal flash fast, tail gate drops

MT19H405 REPROGRAM RCV

4315 W

1 HC3Z*54432A38*AA SWITCH ASY

1 HC3Z*19H405*F CONTROL ASY - AUDIO/VISUAL UNI

FC: A71 42

HC3Z*19H405*F

CLAIM TYPE:

AUTH CODE:

4315

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

verify concern and perform wiring inspection and ids test shows
 code b115e 31, pin point test "j" wiring tests from tail gate to ipm-b,
 ness to partially remove inst panel and console to access wiring, remove
 left inner fender shield to access wiring for inspection, assistance
 was provided by dse brent. ness to replace image processing module b
 and re-program and clear codes. road test normal part#19h465 cc42 does
 not operate properly no operation in time book, use "m" time

B PLASTIC COVER INSIDE TAILGATE WHERE STEP IS LETTING WATER IN, PLEASE

CHECK AND ADVISE

CAUSE: install special order part

999A ADDITIONAL - MISC. REPAIRS - L

4315 W

1 FL3Z*99407A98*A SHIELD

FC: R10 42

PART#: FL3Z*99407A98*A

COUNT:

CLAIM TYPE:

AUTH CODE:

4315

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

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

CUSTOMER
SIGNATURE XSERVICE DEPARTMENT
HOURSMonday - Friday
7:00 a.m. to 6:00 p.m.Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
SUBLET AMOUNT	
Deductible / Shop supplies	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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PAGE 2

HOME:

CONT:

BUS:

CELL:

SERVICE ADVISOR: 4476 SCOTT DARCEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE GOLD	17	FORD F250	1FT7W2BT1HE		20597/20794	

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20MAR17	DD01DEC16		17:00 26OCT17		120.00	CASH	04NOV17

R.O. OPENED	READY	OPTIONS:
12:04 26OCT17	10:02 04NOV17	SOLD-STK: ENG:6.7L POWER STROKE V8_DIESEL TRN:6-SPEED AUTO TRANS

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

install plastic trough in tail gate to block water flow at step opening, part# 99407a98 cc42 does not operate properly

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

CUSTOMER SIGNATURE **X**

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
	0.00
SUBLET AMOUNT	0.00
Deductible / Shop supplies	0.00
TOTAL CHARGES	0.00
LESS DISCOUNT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

PE18-011 000050 LCSV

ENNIS FORD



CUSTOMER #: [REDACTED]

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WAXAHACHIE, TX

PAGE 1

HOME

CONT:

BUS:

CELL:

SERVICE ADVISOR: 4476 SCOTT DARCEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE GOLD	17	FORD F250	1FT7W2BT1HE		20597/20794	

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20MAR17	DD01DEC16		17:00 26OCT17		120.00	CASH	04NOV17

R.O. OPENED	READY	OPTIONS:
12:04 26OCT17	10:02 04NOV17	SOLD-STK: ENG:6.7L POWER STROKE V8_DIESEL TRN:6-SPEED AUTO TRANS

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

A C/S SWITH ON DASH FOR TAILGATE INOP, PLEASE CHECK AND ADVISE
CAUSE: camara inop,turn signal flash fast,tail gate drops

MT19H405 REPROGRAM RCV
4315 W (N/C)
1 HC3Z*54432A38*AA SWITCH ASY (N/C)
1 HC3Z*19H405*F CONTROL ASY - AUDIO/VISUAL UNI (N/C)
FC: A71 42
PART#: HC3Z*19H405*F
COUNT:
CLAIM TYPE:
AUTH CODE:
4315

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

verify concern and perform wiring inspection and ids test shows
code b115e 31,pin point test "j" wiring tests from tail gate to ipm-b,
ness to partially remove inst panel and console to access wiring,remove
left inner fender shield to access wiring for inspection, assistance
was provided by dse brent. ness to replace image processing module b
and re-program and clear codes. road test normal part#19h465 cc42 does
not operate properly no operation in time book, use "m"time

B PLASTIC COVER INSIDE TAILGATE WHERE STEP IS LETTING WATER IN, PLEASE
CHECK AND ADVISE.

CAUSE: install special order part
999A ADDITIONAL - MISC. REPAIRS - L
4315 W (N/C)
1 FL3Z*99407A98*A SHIELD (N/C)
FC: R10 42
PART#: FL3Z*99407A98*A
COUNT:
CLAIM TYPE:
AUTH CODE:
4315

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

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

CUSTOMER SIGNATURE X

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
SUBLET AMOUNT	
Deductible / Shop supplies	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

PE18-011 000051 LCSV

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PAGE 2

HOME :

CONT:

BUS:

CELL:

SERVICE ADVISOR: 4476 SCOTT DARCEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE GOLD	17	FORD F250	1FT7W2BT1HE		20597/20794	

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20MAR17	DD01DEC16		17:00 26OCT17		120.00	CASH	04NOV17

R.O. OPENED	READY	OPTIONS: SOLD-STK: [REDACTED]
12:04 26OCT17	10:02 04NOV17	ENG:6.7L POWER STROKE V8_DIESEL TRN:6-SPEED AUTO TRANS

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

install plastic trough in tail gate to block water flow at step opening, part# 99407a98 cc42 does not operate properly

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

CUSTOMER SIGNATURE **X**

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
	0.00
SUBLET AMOUNT	0.00
Deductible / Shop supplies	0.00
TOTAL CHARGES	0.00
LESS DISCOUNT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

PF18-011 000052 LCSV

DISCOUNT TIRE

11/07/2017
10:02 AMWAXAHACHIE, TX
(H)

2017 FORD

F--250

20"BASE KING RANCH

Miles: 11,350

Torque Specs: 165

TXD 69

1230 W HIGHWAY 287 BYP

WAXAHACHIE, TX 75185-5171

972.937.1857

Reprint Inv#

7/03/2017

Invoice #

Salesperson 152

ADRIAN ALDAPE - FLORES

Layaway Acct

Article	Qty	Description	FET	Price	Amount
15950	4	LT275 /85 R20 126S E1 BSW	2.36	239.00	965.44
NRM		COP DISCOVERER ATP			
TIRE MILEAGE WARRANTY: 55000					
1. INSTRUCTIONS : wheels and tires throw away all except 3 good wheels and in					
gs/caps					
2. TPMS LIGHT :					
3. TIRE SIZE :					
4. SPARE :					
5. DOT :					
6. BACKUP PLAN :					
7. Side Out :					
8. Time Quote : 1hr45m					
BOLT PATTERN: 8-170					
INFLATION P:60 R:65					
80017	0	CERTIFICATES FOR		40.75	
NRM		REFUND, REPLACEMENT			
80224	4	WASTE TIRE		2.50	10.00
NRM		DISPOSAL FEE			
80219	4	INSTALLATION &		16.00	64.00
NRM		LIFETIME SPIN BALANCING			
86666	4	LIFETIME ROTATION			
NRM		REPAIRS INCLUDED			
77777	4	20X0 8-170		225.00	900.00
NRM		HLO 900			
WARRANTY - Lifetime structural, 1 year finish					
80083	0	SHIPPING &		10.00	
NRM		HANDLING			
80488	1	GOR 14X1.5 BLTSD 30MM CL CS 5L		55.00	55.00
NRM		HDWARE LUG LUG KIT 17019SD-20D			
87192	1	MULTI-LEVEL REBATE ONLINE/MAIL-IN			
NRM		06/30/17 - 07/01/17			
45969	4	DIL VS20 TQ12 T10 SNAP-IN		6.00	24.00
NRM		TPMS RBK VALVE KIT VS-20			

The tire and/or wheel you have chosen is different from the original equipment provided with your vehicle and may change its handling or stability characteristics.

Further information is available from your Discount Tire salesperson.

Sub Total: 2,018.44
Sales Tax: 161.25
Sales Total: 2,179.69

Layaway Refund: 100.00

Tkn# [REDACTED] Ath# [REDACTED] Tendered: 2,079.69 (DBT)
Tendered Today: 2,179.69

Tendered Total: 2,179.69

Signature on file

CUSTOMER #: [REDACTED]

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WAXAHACHIE, TX

PAGE 1

HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 4484 ALONZO HARPER

COLOR		YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN/ OUT		TAG
WHITE GOLD		17	FORD F250		1FT7W2BT1HE			23424/23426		
DEL DATE		PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
20MAR17		DD01DEC16		17:00 20DEC17			120.00	CASH	02JAN18	

R.O. OPENED	READY	OPTIONS:	SOLD-STK:
08:00 20DEC17	07:06 02JAN18	ENG:6.7L POWER STROKE V8 DIESEL	[REDACTED]
		TRN:6-SPEED AUTO TRANS	

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

A C/S THE PASSANGER SIDE TAIL LAMP IS NOT WORKING

CAUSE: rt rear light inop

12651D BODY / CHASSIS / ELECTRICAL (BCE) - TEST
(14A068/14B205/14D212/14G371/15604/15K600) -
L

4315 W (N/C)

1 HC3Z*13404*C LAMP ASY - REAR, STOP AND FLAS (N/C)

CORE CHARGE W (N/C)

-1 HC3Z*13404*C CORE RETURN (N/C)

12651DX1 BODY / CHASSIS / ELECTRICAL (BCE) - TEST
(14A068/14B205/14D212/14G371/15604/15K600) -

L EXTRA TIME TO REPEAT FINAL

4315 W (N/C)

12651D45 BODY/CHASSIS/ELECTRICAL - DIAGNOSTIC PIN
POINT TEST - L

4315 W (N/C)

MT13404 REMOVED AND CLEANED CONNECTORS FOR LAMPS

4315 W (N/C)

FC: L26 42

PART#: HC3Z*13404*C

COUNT:

CLAIM TYPE:

AUTH CODE:

4315

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

verify rt rear tail light inop, check oasis and tsb - none apply-
ids test and pin point test for code b109f ness to replace right rear
tail light housing. clear code and rertest ok. no operation in time
book for tail lamp housing- use "m" time

B C/S THE PASSANGER SIDE TRIM HAS A WIRE HANGING OUT CHECK AND ADVISE

CAUSE: wire hanging out rt side lower dash

018 INTERIOR TRIM

4315 C 0.00 0.00

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

CUSTOMER SIGNATURE X

SERVICE DEPARTMENT
HOURSMonday - Friday
7:00 a.m. to 6:00 p.m.Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
SUBLET AMOUNT	
Deductible / Shop supplies	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

ENNIS FORD



www.ennisford.com

900 North I-45 · Ennis, TX 75119

(972) 875-9067

Fax: (972) 875-8870

CUSTOMER #: [REDACTED]

INVOICE

PAGE 2

WAXAHACHIE, TX

HOME: [REDACTED]

BUS: [REDACTED]

CONT: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 4484 ALONZO HARPER

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN/ OUT		TAG
WHITE GOLD	17	FORD F250		1FT7W2BT1HE			23424/23426		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
20MAR17	DD01DEC16		17:00 20DEC17			120.00	CASH	02JAN18	

R.O. OPENED	READY	OPTIONS:	SOLD-STK:
08:00 20DEC17	07:06 02JAN18	ENG:6.7L POWER STROKE V8 DIESEL	TRN:6-SPEED AUTO TRANS

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

inspect and reposition wire loom-n/c

C PERFORM MULTI POINT INSPECTION

CAUSE: inspection

99P PERFORM MULTI POINT INSPECTION

	4315	C				0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00

gtire gbatt gbrake

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

CUSTOMER SIGNATURE **X** _____

SERVICE DEPARTMENT HOURS

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

Saturday
8:00 a.m. to 2:00 p.m.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
	0.00
SUBLET AMOUNT	0.00
Deductible / Shop supplies	0.00
TOTAL CHARGES	0.00
LESS DISCOUNT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00



TX

Patel Law, PLLC
1211 E. 15th St.
Plano, TX 75074-6207

P +1.214.810.3120
F +1.214.722.6808

E np@petelplc.com

W petelplc.com

OGC Lit
Product Claims

JAN 12 2018

December 29, 2017

VIA CMRRR [REDACTED] & FIRST CLASS MAIL

Ford Motor Company
One American Rd.
Dearborn, MI 48126-2798

OGC Lit
Consumer Claims

JAN 16 2018

RE: NOTICES PURSUANT TO CH. 2301, TEXAS OCCUPATIONS CODE,
TEXAS DECEPTIVE TRADE PRACTICE ACT, AND FEDERAL
MAGNUSON-MOSS WARRANTY ACT;
[REDACTED] 2017 FORD F-350 (1GNFK13019R) [REDACTED]

To Whom It May Concern:

This firm represents [REDACTED] and [REDACTED] with respect to their purchase of one (1) 2017 Ford F-250 identified by its vehicle identification number 1FT7W2BT1HE [REDACTED] ("Ford"). Please direct all communication concerning this matter to this office.

As your company is aware, on March 20, 2017, our clients purchased the above-referenced vehicle from Ennis Ford, Inc. ("Ennis Ford"). At the time of the purchase, our clients signed certain documents including, but not limited to, a purchase agreement and retail installment sales contract, setting out the terms of the transaction. The Ford does not conform to the descriptions and representations made during the purchase and for those reasons stated herein.

The problems described herein substantially impair the use of the Ford, the value of the Ford, or both, and, further, the problems create a serious safety hazard. Therefore, as it appears that neither your company nor your dealer have been unable to remedy the problem, my clients hereby expect your company to repurchase the Ford pursuant to Chapter 2301, Chapter M of the Texas Occupations Code Annotated.

Contact this office on receipt of this letter at the above address to arrange a mutually convenient date and time for your company to have an opportunity to inspect the vehicle. Please note that notwithstanding the foregoing demand that your company repurchase the Ford, my clients do not waive any of their rights, including, but not limited to, seeking specific performance to compel your company to repurchase it, prosecuting any claims they may have against your company, and any other remedies available to them. Accordingly, further notice is given by way of this letter pursuant to the Texas Deceptive Trade Practices Act and the Federal Magnuson-Moss Warranty Act, as well as any other act or law, as stated hereafter.

As previously stated, at the time my clients purchased the Ford, certain representations about its characteristics and quality were made, including but not limited to, and relating to the condition and quality of the Ford's workmanship. The salesperson who assisted our clients with the purchase represented that the Ford was free of any mechanical defects and was in pristine operating condition. Subsequent to these representations and in reliance thereof, Mr. and Mrs. [REDACTED] purchased the Ford only to later learn of their falsity. As the defects stated below demonstrate, these representations were false, misleading, and deceptive.

Chief among the defects Mr. and Mrs. [REDACTED] subsequently found include that the Ford's tailgate fails to remain closed and spontaneously unlatches. Due to Mr. [REDACTED] line of work, he regularly transports sensitive data and valuable equipment, which must necessarily be stored in the truck's bed. However, because the tailgate repeated failures, he is unable to rely on placing such equipment there – rendering it wholly unusable. Upon inspection by Ennis Ford, our clients were informed that the issue pertaining to the tailgate is a known "issue" and "defect" by Ford and the dealership, despite a dozen attempts to remedy the problem, has failed to do so.

It is our contention that, in connection with the conduct, omissions, or both, described above and relating to the purchase of the Ford, Ford Motor Company, Ennis Ford, Inc., either individually or together, violated the Texas Deceptive Trade Practices by, among other things:

- (a) making explicit or implicit representations that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities which they do not have;
- (b) 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;
- (c) making false or misleading statements of fact concerning the reasons for, existence of, or amount of price reductions; and
- (d) failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed.

The representations made by the salesperson caused my clients to enter into the agreement to purchase the Ford. Had they known about the unfitness of the Ford for its intended purpose, the quality (or lack thereof), the condition of its workmanship, or any combination, prior to the time of its purchase, they would not have otherwise entered into the purchase agreement with respect to the Ford's purchase. However, because neither Ford Motor Company nor Ennis Ford disclosed the foregoing, and because of the assurances provided to my clients, they entered into the agreement and purchased the Ford in reliance of those representations made to them.

The damages, which our clients have suffered because of the defects in the Ford, include, among others, the outstanding liability for the vehicle itself, including fees, interest, and other costs associated to financing the vehicle. In addition, Mr. and Mrs. [REDACTED] have been unable to use the Ford as their regular intended vehicle regularly, and will continue to be unable to use it. Our clients' inability to use the vehicle has caused consequential damages to our clients as well. The damages include at least the following:

Liability for Vehicle and Accessories	[to be determined]
Loss of Use	[to be determined]
Expenses, including Attorney's Fees	\$1,300.00

The total amount of damages continue to vary as continue accruing. Of course, you would be free to take return of the vehicle and do with it what you wish. However, please take notice that due to the continuing inability of my clients to use the Ford, they continue to suffer damages for its loss of use. Accordingly, the amount is subject to change and we reserve the right to adjust the damages to conform to the information and additional evidence that will be available to us at the time of trial, should litigation be necessary.

The purpose of this letter is to encourage Ford Motor Company to resolve our clients' claims in a fair and equitable manner *without* the need for further legal action and without the associated costs that accompany it. In the event your company fails to take advantage of this opportunity, we will have no alternative but to recommend to our clients that a lawsuit be filed against Ford Motor Company. In this lawsuit, rather than seeking only the relief we are asking of you company at this time, we will seek to recover the full measure of damages to which our clients are legally entitled and well as our clients' expenses and attorney's fees as allowed by law. Further, because Ford Motor Company acted knowingly in making false representations to our clients, your company may be subject to damages of up to three times what they actually are.

If Ford Motor Company is interested in resolving this matter without the necessity of litigation, please contact this office within sixty (60) days of your receipt of this letter or by March 16, 2018, whichever is sooner, to arrange a mutually convenient date and time for

your company to have an opportunity to inspect the Ford, tender fees incurred, and arrange for its repurchase, settle claims, a combination, or to otherwise resolve this matter.

Should you have any questions, please contact my office.

Thank you,



Naval Patel

Patel Law

OGC Lit
Consumer Claims

FEB - 5 2018

Patel Law, PLLC
1211 E. 15th St.
Piano, TX 75074-6207

P +1.214.810.3120

F +1.214.722.6809

E np@patelplc.com

W patelplc.com

December 29, 2017

VIA CMRRR [REDACTED] & FIRST CLASS MAIL

Ford Motor Company
One American Rd.
Dearborn, MI 48126-2798

RE: NOTICES PURSUANT TO CH. 2301, TEXAS OCCUPATIONS CODE,
TEXAS DECEPTIVE TRADE PRACTICE ACT, AND FEDERAL
MAGNISON-MOSS WARRANTY ACT;

[REDACTED] 2017 FORD F-350 (1GNFK13019R [REDACTED])

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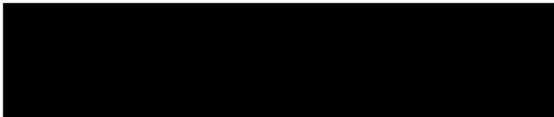
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your company to have an opportunity to inspect the Ford, tender fees incurred, and arrange for its repurchase, settle claims, a combination, or to otherwise resolve this matter.

Should you have any questions, please contact my office.

Thank you,

A large black rectangular redaction box covering the signature of Naval Patel.

Naval Patel



From: Hannah Maurer <hannah@hegalaw.com>
Sent: Monday, May 14, 2018 4:20 PM
To: Claims
Cc: Catherine Miller; Adam Mott
Subject: Re: [REDACTED] vs. Ford
Attachments: [REDACTED] Registration.pdf; 4.23.18 (1).pdf

Please see attached and advise on our client's demand.

Thank you,
Hannah

On Tue, Apr 24, 2018 at 7:30 AM, Claims <claims@erskinelaw.com> wrote:

Thank you

Please send in the current registration.

Sincerely,

Cindi



342 South Main Street

Rochester | Michigan | 48307

P: (248) 601.4499

F: (248) 601.4497

claims@erskinelaw.com

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this transmission in error, please contact the sender and delete the material from any computer.

From: Hannah Maurer <hannah@hegalaw.com>
Sent: Monday, April 23, 2018 4:48 PM

To: Claims <claims@erskinelaw.com>; Catherine Miller <cmiller@erskinelaw.com>; Adam Mott <amott@hegalaw.com>

Subject: Hoffpauir vs. Ford

Hi Catherine,

Please see the attached documents as they pertain to Mr. [REDACTED] vehicle. At this time, our client is willing to settle this matter for a complete repurchase of the vehicle plus reasonable attorney fees and costs. Please take a moment to review and advise of Ford's stance. If Ford would like to set up a final repair attempt, please send a specific day and time.

Thank you,

--

Hannah Maurer
Law Offices of Jason S Hegedus PLLC
Case Manager
Phone: (888) 415-0610 Ext. 113
Fax: (888) 809-7010
hannah@hegalaw.com

--

Hannah Maurer
Law Offices of Jason S Hegedus PLLC
Case Manager
Phone: (888) 415-0610 Ext. 113
Fax: (888) 809-7010
hannah@hegalaw.com

CUSTOMER #: [REDACTED]

INVOICE

Sabine River Ford

1601 Green Ave. • Orange, TX 77630

Phone: (409) 883-3581

Fax: (409) 883-2754

PE18-011 000068 LCSV

BEAUMONT, TX [REDACTED]

PAGE 1

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 800 TODD HURST

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	17	FORD F-250	1FT7W2BT1HE		11917/11919		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23APR18 DD			17:00 23APR18		94.47	CASH	23APR18

09:13 23APR18 12:10 23APR18

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

A C.C. REAR TRAIL GATE WILL NOT OPEN

CAUSE:

SER SERVICE

811 WF

(N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

811

11919 1.00 verified concern found the tail gate would not open. visibaly inspected harness could not visibly see any concerns ran pin point test starting at conector c 4003. found c4003 circuit GD477 wire BU was not connect properly found die electric grease in excess not letting connector snap close, cleaned excess grease out and connected properly checked rest of harness for any other connector not succord ok. fixed custermer concern

THANK YOU FOR CHOOSING SABINE RIVER FORD!

TO BETTER SERVE OUR CUSTOMERS, YOU MAY BE ASKED TO PARTICIPATE IN A BRIEF SURVEY.

IF YOU HAVE ANY QUESTIONS ABOUT THIS REPAIR, PLEASE CONTACT US IMMEDIATELY.

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

TERMS: STRICTLY CASH/APPROVED CHECK/CREDIT CARD

I hereby authorize the repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in parts shipments beyond dealers control. ALL BILLS DUE AND PAYABLE IN ORANGE, CHAMBERS COUNTY TEXAS.

X

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

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

TX

LEMON LAW GROUP PARTNERS PLC

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

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

April 10, 2018

OGC Lit
Consumer Claims

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

APR 10 2018

Re: [REDACTED]
Vehicle: 2017 Ford F250
VIN: 1FT7W2BT1HE [REDACTED]

Dear Sir/Madam:

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

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

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

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

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Adam Mott
Attorney for Plaintiff

CC: Mac Haik Ford, 10333 Katy Fwy, Houston, TX 77024



Vehicle Purchase Order

10333 Katy Freeway • Houston, Texas 77024
(713) 932-5000 • Toll Free: 1-800-367-4245

DEAL NO. 742491

Salesman MFL FND FZ. ABY

Customer		Date	10/02/17	Stock#	
Address		N/U	NEW Year 17	Make	FORD
City, State, Zip	ORANGE TX	Model	F250 PU		
Home Phone		Bus Phone		Color	BRONZE FIRE
Body	PU	Mileage	92	Serial No.	1FT7W2611HE

Dealers Added Equipment:

Disclaimer of Warranties The Seller Hereby Expressly Disclaims All Warranties, Either Expressed or Implied, Including Any Implied Warranty Of Merchantability Of Fitness For A Particular Purpose, And Dealership Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With This Sale.

*DENOTES that the modification, equipment, accessory, or part is not supplied or approved by Manufacturer, and it is not warranted by Manufacturer.

Customer Initials

*DENOTES that the coverage under the extended service contract sold herein is not provided by Manufacturer, its parent, subsidiaries, or its affiliates.

Customers Initials

All Used Cars Sold "AS IS" Unless Otherwise Indicated Here Below

**The Dealer's Inventory Tax Charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the County Tax Assessor-Collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

Used Motor Vehicle Buyers Guide: If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of this vehicle. The information you see on the Window Form for this vehicle is Part Of This Contract. Information on the Window Form Overrides Any Contract Provision In The Contract Of Sale.

Selling Price	66725.26
ACCESSORIES	997.00
FORD ESP PREMIUM CARE	3495.00
*Documentary Fee	150.00
Deputy Clerk Convenience Fee	10.00
State Inspection Fee	23.75
State Sales Tax	4198.89
**Dealer's Inventory Tax	144.36
License/Title Fees	166.50
Total Cash Price	75950.76

Customer's Trade-In Information	Trade-In Amount	Balance Owed \$	Net Trade-In \$
Yr: N/A Make: N/A Model: N/A	N/A	N/A	
ID# N/A Mileage: N/A			Customer's Initials

Reconditioned ☐ Yes ☐ No Flood Damaged ☐ Yes ☐ No Rebuilt Salvaged ☐ Yes ☐ No Non-repairable ☐ Yes ☐ No

Owed to: N/A N/A

Yr: N/A Make: N/A Model: N/A	N/A	N/A
ID# N/A Mileage: N/A		Customer's Initials

Reconditioned ☐ Yes ☐ No Flood Damaged ☐ Yes ☐ No Rebuilt Salvaged ☐ Yes ☐ No Non-repairable ☐ Yes ☐ No

Owed to: N/A N/A

Totals for Trades \$	N/A	N/A	0.00
----------------------	-----	-----	------

Customer Agrees That The Balance Owed Block Shown Above Is Estimated, And That Upon Verification Buyer Agrees To Pay The Amount Exceeding The Figures Used For Balance Owed, Shown Above.

Buyers Signature: X

*A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

*UN HONORARIO DE DOCUMENTACIÓN NO ES UN HONORARIO OFICIAL. UN HONORARIO DE DOCUMENTACIÓN NO ES REQUERIDO POR LA LEY, PERO PUEDE SER CARGADA AL COMPRADOR COMO GASTOS DE MANEJO DE DOCUMENTOS RELACIONADOS CON UNA VENTA. UN HONORARIO DE DOCUMENTACIÓN NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN ES REQUERIDA POR LA LEY.

Total Trade Net Value	0.00
Cash Down	20000.00
Rebate	1500.00
Unpaid Balance of Cash Price	54350.76
Optional Insurance	0.00
WAIVER	995.00
Unpaid Balance - Amount Financed	55345.76

If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit on terms described herein and no contract relationship created. This offer does not constitute an agreement for extension of credit.

At This Dealership: A customer may obtain their own financing. The finance charge may be negotiable. The Dealership may assign the retail installment contract. A person may acquire a retail installment contract on an outstanding balance under a contract from another person on the terms, including the price, to which they agree. No person acquiring or assigning a retail installment of any balance under a contract has any duty to disclose to any other person the terms on which a contract or balance under a contract is acquired, including any discount or difference between the rates, charges, or balance under the contract and the rates, charges, or balance acquired [Finance Code 348.391].

Manufacturers/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used car trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraisal value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to any trade-in along with the delivery of the trade-in and further agrees to execute any and all documents necessary or required to transfer the legal title and ownership to Seller or its assigns. Buyer warrants that trade-in has not been declared rebuilt salvage, reconditioned, non repairable, or flood damaged and the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed.

Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied. It is expressly agreed to and understood by Buyer and Seller that in the event of a non-credit transaction, Seller retains a security interest in the purchase vehicle until such time as Buyer has paid the Seller for the vehicle.

As a Buyer of the above described vehicle, I understand and agree that the Seller may make a profit on the sale of the vehicle, any add-on equipment, insurance product, financing, warranty or service contract, repair or any other product or service sold or offered by Seller.

It is agreed that there are no other warranties, either express or including any implied warranty of merchantability or fitness. In the event the car sold hereunder is a used car, it is agreed that dealer assumes only such warranty obligation to Buyer as are set forth on the face of this order in a separate written instrument, if any.

I have read the terms and conditions above and on the reverse side hereof, and it is understood and agreed that all such terms and conditions are a part of this order with the same effect as if they were printed above my signature. It is further understood and agreed that the terms and conditions on the front and back hereof comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized. Initials: _____

Manager's Approval

Buyer's Approval

Date 10/02/17

CUSTOMER #:

INVOICE



PE18-011 000071 LCSV

ORANGE, TX

PAGE 2

10333 KATY FREEWAY HOUSTON, TEXAS 77024

HOME: CONT: DIRECT: 713-932-5065

BUS: CELL: SERVICE ADVISOR: 1389 EARL HUGHES JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BRONZE FIR	17	FORD F250 PU	1FT7W2BT1HE		11451/11451		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
02OCT17 DD			17:00 21MAR18			CASH	11APR18
R.O. OPENED	READY	OPTIONS: SOLD-STK: DLR:8999 ENG:6.7 Liter					
16:51 12MAR18	17:13 11APR18	TRN:44W 1)60/100000 PREMIUMCARE W/RDSIDE-\$100					
DED-\$30 DY RNT,10 DYS,1ST DY							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
FROM REAR OF TRUCK TO FRONT DRIVER FENDER WELL AND REPLACED HARNESS ,RE							
INSTALL ALL TANKS AND SPARE REFILL RELUCTANT TANK AND REQUIRES MT TIME							
FOR REPLACING CONNECTOR ENDS C4002 AND 4003 WITH FEMALE ENDS ,TEST FOR							
CODES AND FOUND NO CODES ARE PRESENT AND TEST DRIVE AND FOUND ALL IS							
OPERATING NORMAL NOW .							

C S27-CUSTOMER STATES TOP OF STEERING WHEEL IS PEELING

CAUSE: E

MT MT TO REPLACE STEERING WHEEL

1324WFHT4

(N/C)

1 HC3Z*3600*HB WHEEL ASY - STEERING

(N/C)

FC: H19 42

PART#: HC3Z*3600*HB

COUNT:

CLAIM TYPE:

AUTH CODE:

1324

MISC SQ 3600

CPC

0.00

0.00

11451 PRIOR APPROVAL CODE: THIE780279/ INSPECTED STEERING WHEEL AND
 FOUND LEATHER IS PEELING AND DELAMINATING IN SEVERAL PLACES ON TOP AND
 SIDES OF STEERING WHEEL ,SUBMIT PHOTOS AND DESCRIPTION TO PRIOR
 APPROVAL AND RECEIVED AUTHORIZATION TO REPLACE STEERING WHEEL
 ,DEACTIVATE AIR BAG SYSTEM AND REMOVED DRIVER AIR BAG ,THEN REPLACED
 STEERING WHEEL AND REACTIVATE AIR BAG ,TEST DRIVE .

D** D99P DIESEL MULTIPOINT INSPECTION

D99P D99P DIESEL MULTIPOINT INSPECTION

1324 CPT

0.00

0.00

11451 COMPLETE PER CHECK SHEET

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.

I HEREBY AUTHORIZE THE REPAIR WORK LISTED TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND AGREE THAT
 YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE, ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR
 ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABLE PARTS OR DELAYS IN
 PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO
 OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING
 AND/OR INSPECTION. AN EXPRESS TECHNICIANS LIEN IS HEREBY ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE
 AMOUNT OF REPAIRS THERETO.

NOTICE PURSUANT TO §70.001, TEXAS PROPERTY CODE

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE
 MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THIS VEHICLE IS SUBJECT TO
 REPOSSESSION IN ACCORDANCE WITH §9.609, TEXAS BUSINESS AND COMMERCE CODE. IF PAYMENT FOR THE REPAIR
 OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED
 BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OF THE CREDIT
 CARD ACCOUNT HAS BEEN CLOSED.

Thank
You
For
Your
Business!

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

Signature of Person Responsible or Agent for Person Responsible

CUSTOMER #:

INVOICE



PE18-011 000072 LCSV

ORANGE, TX

PAGE 1

10333 KATY FREEWAY HOUSTON, TEXAS 77024

HOME: [REDACTED] CONT: [REDACTED]

DIRECT: 713-932-5065

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1389 EARL HUGHES JR

SERVICE ADVISOR: 1999 BARK ROQUES SR							
COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/ OUT	TAG
BRONZE FIR	17	FORD F250 PU		1FT7W2BT1HE		11451/11451	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
02OCT17 DD			17:00 21MAR18			CASH	11APR18

R.O. OPENED READY OPTIONS: SOLD-STK: [REDACTED] DLR:8999 ENG:6.7 Liter
 TRN:44W 1)60/100000 PREMIUMCARE W/RDSIDE-\$100
 DED-\$30 DY RNT,10 DYS,1ST DY

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	S39	CUSTOMER STATES AIR BAG LIGHT IS ON AT TIMES					
	210	SEE STORY FOR DESCRIPTION OF REPAIRS					
	1324	CPT				0.00	0.00
	11451	RELATED TO LINE B ,TESTED AND FOUND NO CODES PRESENT AFTER REPAIR ON LINE B					

A S39-CUSTOMER STATES AIR BAG LIGHT IS ON AT TIMES

210 SEE STORY FOR DESCRIPTION OF REPAIRS

1324 CPT

0.00 0.00

11451 RELATED TO LINE B ,TESTED AND FOUND NO CODES PRESENT AFTER REPAIR ON LINE B

E L29-CUSTOMER STATES BRAKE LIGHTS BLINK AT TIMES,A/C TURNS OFF WHEN

STEP ON BRAKE PEDAL,ALL ELECTRICAL FUNCTIONS/LOCKS

ON/OFF,LOCK/UNLOCK,TAIL GATE OPEN AT TIMES WHILE DRIVING

CAUSE: E

172196B TSB 172196 6.7 LITER

1324WFHT4

(N/C)

1 HU2Z*14S411*FA WIRE ASY

(N/C)

1 3U2Z*14S411*FEAB WIRE ASY

(N/C)

1 AU2Z*14S411*AMA WIRE ASY

(N/C)

2 *W717497*S439 NUT

(N/C)

2 PM*27*JUG EXHAUST EMISSION CONTROL

(N/C)

1 HC3Z*14405*NS WIRING ASY - REAR LAMPS

(N/C)

MT1721196 MT FOR ADDITIONAL

1324WFHT4

(N/C)

FC: L29 42

PART#: HU2Z*14S411*FA

COUNT:

CLAIM TYPE:

AUTH CODE:

1324

MISC SQ 14405

CPC

0.00 0.00

11451 CAUAL PART:14405, LABOR 172196B ,MT 1721196 PRIOR APPROVAL

CODE: THET781124, VERIFY TAILGATE OPENS WHILE DRIVING AND AIR BAG

WARNING LIGHT ON ,ALSO ABS AND TRACTION CONTROLS WARNING IS ON , CHECK

AND FOUND AS IN TBS 17-2196 FOUND WATER IN CONNECTORS C408,C4002,C4003

,ALONG WITH CORROSION AND MOISTURE .CAUSING SYMPTOMS DESCRIBED IN TSB

.DROP FUEL TANK AND RELUCTANT TANK SPARE TIRE AND REMOVED HARNESS 14405

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.

I HEREBY AUTHORIZE THE REPAIR WORK LISTED TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE, ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABLE PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS TECHNICIANS LIEN IS HEREBY ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO.

NOTICE PURSUANT TO §70.001, TEXAS PROPERTY CODE

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Thank
You
For
Your
Business!

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

Signature of Person Responsible or Agent for Person Responsible

MAC HAIK FORD

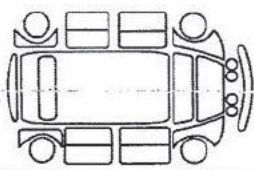
10333 KATY FREEWAY

HOUSTON, TX 77024

(713) 932-5010

RENTAL AGREEMENT FACE PAGE

PE18-011 000073 LCSV

CUSTOMER [REDACTED]				VEHICLE NO. [REDACTED] VIN 1FADP3K27JL [REDACTED]		LICENSE NO. / STATE [REDACTED] TX	
HOME ADDRESS [REDACTED]		CITY Orange	STATE TX	ZIP CODE [REDACTED]	ODOMETER OUT 947	ODOMETER IN [REDACTED]	YEAR AND MAKE OF VEHICLE 2018 FORD
DRIVER'S LICENSE NO. [REDACTED]		STATE TX		EXP. DATE 01/08/2021	MILES DRIVEN		MODEL AND COLOR OF VEHICLE FOCUS BLACK
BIRTH DATE [REDACTED]		HOME PHONE [REDACTED]		VERIFIED	MILES ALLOWED		DATE AND TIME OUT 03/12/18 16:10
LOCAL CONTACT [REDACTED]		ADDRESS [REDACTED]		PHONE [REDACTED]	CHARGEABLE MILES 0		DATE DUE EXPIRATION OF CONTRACT 03/16/18 16:10
CORPORATE ACCOUNT NUMBER							
EMPLOYER VALERO ENERGY				PHONE			
EMPLOYER'S ADDRESS [REDACTED]				CITY STATE ZIP CODE			
CUSTOMER INSURANCE INFORMATION							
Insurer STATE FARM				Agent			
Policy No.				Expiration Date Telephone			
ONLY THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS. IF NONE, PRINT "NONE" ACROSS THIS SECTION AND HAVE SIGNED BY CUSTOMER.							
NAME NONE		DRIVERS LICENSE #		AGE		FUEL OUT IN E E 1/4 1/4 1/2 1/2 3/4 3/4 5 F	
NAME NONE		DRIVERS LICENSE #		AGE			
FUEL PURCHASE OPTION				DECLINES ☒ ACCEPTS			
By initialing, You accept or decline to pre-purchase a full tank of fuel from Us at \$ 4.25 per gallon. You will not receive credit for unused fuel. If You decline the Fuel Purchase Option and return the Vehicle with less fuel than when rented, You agree to pay Us a refueling charge of \$ 4.25 per gallon to return the fuel level to the same as when rented.							
DAMAGE DESCRIPTION							
Condition Out:							
							
Condition In:							
Any daily rate is based on a 24-hour period. The time the rental begins is noted on this agreement.							
RETURN LOCATION (IF DIFFERENT FROM OUR LOCATION) IWL				EXTEND TO			
VEHICLE CONDITION OUT				ADDITIONAL CASH DEPOSIT \$			
IN				DATE			
CREDIT CARD CO. ☐ VISA ☐ MC ☐ AMEX ☐ DISCOVER ☐ OTHER				INITIALS			
EXP. DATE				CHECKED OUT BY:			
AUTHORIZATION NUMBER				1399			
				CHECKED IN BY:			
				PREPARED BY:			

☐ PERMISSION TO TOW TRAILER WITH LOAD CAPACITY IN EXCESS OF 2,000 POUNDS; NOT TO EXCEED MANUFACTURER'S WEIGHT SPECIFICATIONS.

By signing below, you: agree to the terms and conditions of this Agreement set forth on the Face Page and in the Terms and Conditions; acknowledge that you had an opportunity to read the Agreement before signing; authorize us to process a separate credit/debit card voucher in your name for all Charges, including Tolls and Violations; authorize us to release your billing/rental information to third parties for billing/processing purposes; permit us to reserve against your payment card the amount noted in the Charges column; agree that binding consideration exists, as further described in Section 2 of the Terms and Conditions of this Agreement; and authorize us to adjust your payment card account to reflect changes in amounts due or overpaid as a result of our audit.

Your Signature

ALL CHARGES ARE SUBJECT TO FINAL AUDIT



From: [Ordcalp, F \(F.\)](#)
To: [Clark, Jessica \(J.E.\)](#)
Subject: FW: Dealer/Fleet Request for OGC Review
Date: Tuesday, May 01, 2018 3:34:22 PM

From: DCPFORM, FMCDealer (.)
Sent: Tuesday, May 1, 2018 3:34:20 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.)
Cc: roger@ricalderon.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Five Star Ford
Requesting Dealer Fleet: Five Star Ford
PA Code: 02486
Contact Person: Roger Calderon
Title: Production Manager
Phone Number: 817-849-3248
Fax Number:
Email: roger@ricalderon.com
Region: Dallas
Address: 6618 NE Loop 820
City: North Richland Hills
State: Texas
Zip Code: 76180

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 16-SEPT-2017
Vehicle Year: 2017
Vehicle Model: F-150
Vehicle VIN: 1FT7W2BT6HE[REDACTED]
Mileage: 7383
customer Fleet Name: [REDACTED]
Street Address: [REDACTED]
City : Fort Worth
State : Texas
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: Dallas

DETAILS OF INCIDENT:

Date of Incident: 2018-04-27
County incident occurred: USA
Is customer alleging a component defect CAUSED the incident? YES
Details: Tailgate opened and hit the trailer damaging the handle and tailgate body

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: With customer

Attorney information:

CVO Contact:

Resolution Customer is seeking: REPAIR ALL DAMAGES THAT THE TAILGATE INCUR

Comments: WE ARE NOT ABLE TO FIND ANY ROOT CAUSE THAT WOULD HAVE CAUSED THE CONCERN. TAILGATE IS OPERATING PROPERLY AT THIS TIME. ALSO PLEASE FIX THIS FORM TO ALLOW EMAIL ADDRESS WITH NUMBERS.

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From: [Ordcalp, F \(F.\)](#)
To: [Clark, Jessica \(J.E.\)](#)
Subject: FW: Dealer/Fleet Request for OGC Review
Date: Tuesday, July 17, 2018 8:53:48 AM

From: DCPFORM, FMCDealer (.)
Sent: Tuesday, July 17, 2018 8:53:47 AM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.)
Cc: SHARSHBARGER@MOUNTAINEER.AUTO
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Mountaineer Automotive
Requesting Dealer Fleet: MOUNTAINEER AUTOMOTIVE
PA Code: 07281
Contact Person: STEVE HARSHBARGER
Title: SERVICE WRITER
Phone Number: 3042567400
Fax Number: 3049292043
Email: SHARSHBARGER@MOUNTAINEER.AUTO
Region: USA
Address: 615 N EISENHOWER DR
City: BECKLEY
State: West Virginia
Zip Code: 25801

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 04/1/2018
Vehicle Year: 2017
Vehicle Model: F-350
Vehicle VIN: 1FT8W3BT1HE [REDACTED]
Mileage: 2465
customer Fleet Name: [REDACTED]
Street Address: [REDACTED]
City : BRENTON
State : West Virginia
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: USA

DETAILS OF INCIDENT:

Accident
Date of Incident: 2018-06-20
County incident occurred: RALEIGH
Is customer alleging a component defect CAUSED the incident? YES

Details: C/S WAS PULLING TRAILER AND DURING DRIVING THE TAILGATE CAME DOWN AND HIT TRAILER JACK AND DAMAGED REAR TAILGATE, CUSTOMER BELIEVES IS FAULT IN LATCH THAT CAUSED TAILGATE TO FALL
Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: CUSTOMER IS STILL DRIVING VEHICLE

Attorney information:

CVO Contact:

Resolution Customer is seeking: REPAIR TAILGATE DAMAGE

Comments:

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From: [Ordcalp, F \(F.\)](#)
To: [Clark, Jessica \(J.E.\)](#)
Subject: FW: Dealer/Fleet Request for OGC Review
Date: Tuesday, August 07, 2018 10:57:49 AM

From: DCPFORM, FMCDealer (.)
Sent: Tuesday, August 7, 2018 10:57:49 AM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.)
Cc: rboen@tomballford.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Tomball Ford, Inc.
Requesting Dealer Fleet: TOMBALL FORD
PA Code: 06042
Contact Person: rick boen
Title: fixed ops mgr
Phone Number: 2813513063
Fax Number: 2513513006
Email: rboen@tomballford.com
Region: houston
Address: 22702 sh 249
City: tomball
State: Texas
Zip Code: 77375

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 07/08/2018
Vehicle Year: 2018
Vehicle Model: f-250
Vehicle VIN: 1FT8W3DT3JE [REDACTED]
Mileage: 3545
customer Fleet Name: [REDACTED]
Street Address: [REDACTED]
City : HOUSTON
State : Texas
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: HOUSTON

DETAILS OF INCIDENT:

Accident
Date of Incident: 2018-07-23
County incident occurred: HARRIS
Is customer alleging a component defect CAUSED the incident? YES

Details: TAILGATE DID NOT CLOSE AND LOCK PROPERLY-OPENED WHILE TOWING

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: AT DEALERSHIP

Attorney information:

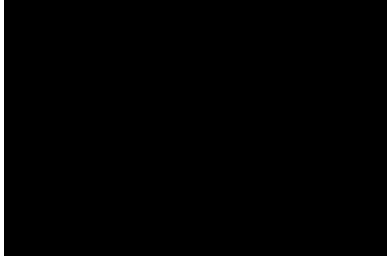
CVO Contact:

Resolution Customer is seeking: NEW TAILGATE

Comments:

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From: [Ordcalp, F \(F.\)](#)
To: [Clark, Jessica \(J.E.\)](#)
Subject: FW: Dealer/Fleet Request for OGC Review
Date: Wednesday, August 08, 2018 6:13:48 PM

From: DCPFORM, FMCDealer (.)
Sent: Wednesday, August 8, 2018 6:13:47 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.)
Cc: danv@bickford.net
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Bickford Motors, Inc.
Requesting Dealer Fleet: BICKFORD MOTORS
PA Code: 08680
Contact Person: DAN VALENTINE
Title: COMMERCIAL SERVICE MANAGER
Phone Number: 360-563-0913
Fax Number:
Email: danv@bickford.net
Region: northwest
Address: 3100 BICKFORD AVE
City: snohomish
State: Washington
Zip Code: 98291

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 11/09/2016
Vehicle Year: 2017
Vehicle Model: F-350 SUPER DUTY
Vehicle VIN: 1FT8W3BT8HE [REDACTED]
Mileage: 39333
customer Fleet Name: [REDACTED]
Street Address: [REDACTED]
City : WOODINVILLE
State : Washington
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: NORTHWEST

DETAILS OF INCIDENT:

Date of Incident: 2018-07-01
County incident occurred: SNOHOMISH
Is customer alleging a component defect CAUSED the incident? YES
Details: TAILGATE OPENED ON ITS OWN AND HIT CUSTOMERS TRAILER TANKS

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: CUSTOMER IS DRIVING

Attorney information:

CVO Contact:

Resolution Customer is seeking: FIX THE TAILGATE SO IT STOPS OPENING ON ITS OWN AND REPAIR THE TAILGATE

Comments:

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From: [Ordcalp, F \(F.\)](#)
To: [Clark, Jessica \(J.E.\)](#)
Subject: FW: Dealer/Fleet Request for OGC Review
Date: Monday, August 20, 2018 8:48:19 PM

From: DCPFORM, FMCDealer (.)
Sent: Monday, August 20, 2018 8:48:18 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.)
Cc: bwoodfill@myindymford.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Pearson Ford, Inc.
Requesting Dealer Fleet: Pearson Ford
PA Code: 04701
Contact Person: Ben Woodfill
Title: Service Manage
Phone Number: 3177496171
Fax Number:
Email: bwoodfill@myindymford.com
Region: Cincinnati
Address: 10650 N Michigan Rd
City: Zionsville
State: Indiana
Zip Code: 46077

CUSTOMER VEHICLE INFORMATION:

Warranty Start Date: 08/13/2017

Vehicle Year: 2017

Vehicle Model: F250

Vehicle VIN: 1FT7W2B67HE [REDACTED]

Mileage: 18878

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : Westfield

State : Indiana

Zip Code : [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: Midwest

DETAILS OF INCIDENT:

Accident

Date of Incident: 2018-07-17

County incident occurred: Grand Rapids MI

Is customer alleging a component defect CAUSED the incident? YES

Details: The tailgate fell down and damaged his propane tank holder
Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder: no

City :

State :

Zip Code :

Vehicle Location: Westfield Indiana

Attorney information:

CVO Contact:

Resolution Customer is seeking: This guest is asking that we repair his tailgate, reimburse for repairs done and cut a check for repairs that are needed for his trailer propane.

Comments: I have all of these requests on file and can share them with you if needed.

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

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PE18-011

FORD

12/20/2018

Appendix D

Lawsuits and Claims

PE18-011 Lawsuits and Claims

Files - Peer Vehicles



Taylor, Alma (A.)

From: Paul Sarandos <paul.sarandos@koons.com>
Sent: Friday, March 11, 2016 6:40 AM
To: Taylor, Alma (A.)
Subject: 1FTFW1EG7GF [REDACTED]
Attachments: Photo 14.jpg; Photo 13.jpg; Photo 12.jpg; Photo 11.jpg; Photo 10.jpg; Photo 09.jpg; Photo 08.jpg; Photo 07.jpg; Photo 06.jpg; Photo 05.jpg; Photo 04.jpg; Photo 03.jpg; Photo 02.jpg; Photo 01.jpg; ESTIMATE.pdf

Dealer/Fleet Request for OGC Review

Email Subject: Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Koons Ford of Baltimore Inc
Requesting Dealer Fleet: Koons Ford of Baltimore, Inc
PA Code: 00144
Contact Person: Paul Sarandos
Title: Service Manager
Phone Number: 4102812675
Fax Number:
Email: paulsarandos@koons.com
Region: Eastern
Address: 6970 Security blvd
City: Baltimore
State: Maryland
Zip Code: 21244

CUSTOMER VEHICLE INFORMATION:

WSD: 02-18-2016
Vehicle Year: 2016
Vehicle Model: F150
Vehicle VIN: 1FTFW1EG7GF [REDACTED]
Mileage: 446
customer Fleet Name: [REDACTED]
Street Address: [REDACTED]
City : Woodstock
State : Maryland
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: Eastern

DETAILS OF INCIDENT:

Date of Incident: 2016-02-26
County incident occurred: Baltimore County
Is customer alleging a component defect CAUSED the incident? YES
Details: Customer states tail gate opened while he was driving hit the hitch of his trailer and ripped up the tailgate; the camera, and handle are gone

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder: no

City :

State :

Zip Code :

Vehicle Location: Koons ford Of Baltimore

Attorney information:

CVO Contact:

Resolution Customer is seeking: Would like tailgate and all damaged components replaced.

Comments:

From: Justin Augustine [<mailto:justin.augustine@koons.com>]

Sent: Thursday, March 10, 2016 4:33 PM

To: Paul Sarandos

Subject: [REDACTED]

ATTACHED ESTIMATE WITH PICTURES

Justin Augustine

Collision Estimator

Koons Ford Collision Center

6970 Security Boulevard

Baltimore, MD 21244

Main: 410-298-3800 ext 1703

Fax: 410-298-8611

Justin.augustine@koons.com

Koons Collision Center of Baltimore

6970 Security Blvd., Baltimore, MD 21244
Phone: (410) 298-3800 x1703
FAX: (410) 298-8611

Workfile ID: [redacted]
Federal ID: [redacted]

Preliminary Estimate

Customer: FICKLING, THEODORE

Written By: Justin Augustine

Insured: [redacted] Policy #: Claim #:
Type of Loss: Date of Loss: Days to Repair: 5
Point of Impact:

Owner: [redacted] Inspection Location: Insurance Company:
[redacted] Koons Collision Center of Baltimore COD
WOODSTOCK, MD 6970 Security Blvd.
[redacted] Baltimore, MD 21244
[redacted] Evening Repair Facility
(410) 298-3800 x1703 Day

VEHICLE

Year: 2016 Body Style: 4D LONG VIN: 1FTFW1EG7GF [redacted] Mileage In:
Make: FORD Engine: 6-3.5L-T License: Mileage Out:
Model: F150 4X4 SUPERCREW Production Date: State: Vehicle Out:
KING RANCH
Color: Int: Condition: Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Power Adjustable Pedals

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console
Wood Interior Trim

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Navigation System
Backup Camera w/Parking Sensors
Remote Starter
Home Link

RADIO

AM Radio
FM Radio

Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Premium Radio
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon Headlamps

SEATS

Bucket Seats

Leather Seats
Heated Seats
Rear Heated Seats
Ventilated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Signal Integrated Mirrors

TRUCK

Rear Step Bumper
Power Rear Window
Trailer Hitch
Trailer Package
Running Boards/Side Steps
Power Trunk/Gate Release

Preliminary Estimate

Customer: [REDACTED]

Vehicle: 2016 FORD F150 4X4 SUPERCREW KING RANCH 4D LONG 6-3.5L-T

Line		Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1			TAIL GATE					
2	*	Rpr	Tail gate w/o applique				8.0	2.0
3			Add for Clear Coat					0.8
4		R&I	R&I tailgate assy				0.5	
5		R&I	Access cover				0.3	
6		R&I	Step assy				0.5	
7	*	Repl	Handle w/trailer light, w/camera primed	FL3Z9943400GAPTM	1	111.68	0.5	0.8
8			Overlap Minor Panel					-0.2
9			Add for Clear Coat					0.1
10	*	R&I	Switch				0.1	
11		Repl	Tail gate mldg w/flex step	FL3Z9941018AB	1	29.02	0.4	
12	*	Repl	Nameplate "F150" w/KING RANCH, PLATINUM	FL3Z9942528A	1	24.55	0.1	
13	*	Repl	Emblem w/KING RANCH, PLATINUM	FL3Z9942528L	1	26.90	0.2	
14		Repl	Nameplate "KING RANCH"	FL3Z9942528G	1	46.02	0.2	
15	#	Rpr	REMOVE ADHESIVE/GLUE				0.5	
16	#		* H.W.R.		1	5.00		
17	#	Repl	*CORROSION PROTECTION		1	5.00		0.3
18	*	R&I	RT Support cable				0.1	
19	*	R&I	LT Support cable				0.1	
20	#	Rpr	DENIB, WETSAND & POLISH					0.5
SUBTOTALS						248.17	11.5	4.3

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				248.17
Body Labor	11.5 hrs	@	\$ 44.00 /hr	506.00
Paint Labor	4.3 hrs	@	\$ 44.00 /hr	189.20
Paint Supplies	4.3 hrs	@	\$ 30.00 /hr	129.00
Body Supplies	9.9 hrs	@	\$ 2.00 /hr	19.80
Subtotal				1,092.17
Sales Tax	\$ 396.97	@	6.0000 %	23.82
Grand Total				1,115.99



Customer: [REDACTED]

Vehicle: 2016 FORD F150 4X4 SUPERCREW KING RANCH 4D LONG 6-3.5L-T

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MA15, CCC Data Date 3/1/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Bld=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



From: DCPFORM, FMCDDealer (.)
Sent: Thursday, March 03, 2016 2:22:50 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: paulsarandos@koons.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

Email Subject: Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Koons Ford of Baltimore Inc
Requesting Dealer Fleet: Koons Ford of Baltimore, Inc
PA Code: 00144

Contact Person: Paul Sarandos

Title: Service Manager

Phone Number: 4102812675

Fax Number:

Email: paulsarandos@koons.com

Region: Eastern

Address: 6970 Security blvd

City: Baltimore

State: Maryland

Zip Code: 21244

CUSTOMER VEHICLE INFORMATION:

WSD: 02-18-2016

Vehicle Year: 2016

Vehicle Model: F150

Vehicle VIN: 1FTFW1EG7GF [REDACTED]

Mileage: 446

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : Woodstock

State : Maryland

Zip Code : [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: Eastern

DETAILS OF INCIDENT:

Date of Incident: 2016-02-26

County incident occurred: Baltimore County

Is customer alleging a component defect CAUSED the incident? YES

Details: Customer states tail gate opened while he was driving hit the hitch of his trailer and ripped up the tailgate; the camera, and handle are gone

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Report# :

CCRG/EPRC:S

Vehicle:

Odometer :

Transmission:

Dealer:

City:

Originator:

Symptom:

Status:

VFG:

Additional Symptom:

Fix:

Condition Code:

NHL

2016,F150 4X4 ,F150 ,SUP
CRW,STYSD ,1FTFW1EG7GF

446

6R80E

USA 00144 Koons Ford of Baltimore, Inc.

Baltimore

Charles Abrams

3 31 D 42 FT/FN/BD,BODY PANELS,TAILGATE,LOOSE/ATTACH

V31 SHEET METAL FUNCTION

TAILGATE OPENED ON OWN AND HIT

Causal Component :

Received: 03/02/2016

Date:

Build Date: 01/26/2016

Calibration:

A/C: YES

Phone#: 410-281-2675

Country : USA

Hotliner: JLEARNIN

Phone: 001-313-3179395

Regn Cd: N4 Washington

Engineering:

Phone:

TAR:

Dlr Contact: Charles Abrams

Phone:

Title Cde: T

KOEO: B115E:08 U0131:00 U0155:00 U0253:00 U0401:82 U0452:82

KOEC:

KOER:

CONCER

03/02/2016 05:32PM JOHN LEARNING MSS - FCSD - TECH SVC HOTLINE

Web Form Data Description of Vehicle Concern: Customer states tailgate opened on its own and hit his trailer causing damage to the tailgate. Handle and camera are damaged. Please list any diagnostics already performed: Performed data link diag. Tailgate releases with remote. When closed tail gate latches. Tailgate is aligned. Can not use handle because it is broken and missing. Parts Replaced: none Your Question: Are there any other know issues?

RECOMM

03/02/2016 05:32PM JOHN LEARNING MSS - FCSD - TECH SVC HOTLINE

Charles, When you have a concern alleging a fire, accident, injury, property damage and/or burn has occurred due to an alleged product defect, pursuant to the Warranty and Policy Manual, no repairs should be performed. See below:

-U.S. Dealerships should complete a Dealer/Fleet Request for OGC Review found on FMCDealer.com - Parts & Service Tab - Customer Satisfaction link.

NOTE: The Technical Assistance Center will not be able to provide further assistance with this issue until after the OGC review.

3/8/2016

Requester: ATAYLO29
Report Summary
Server: FCVWS962

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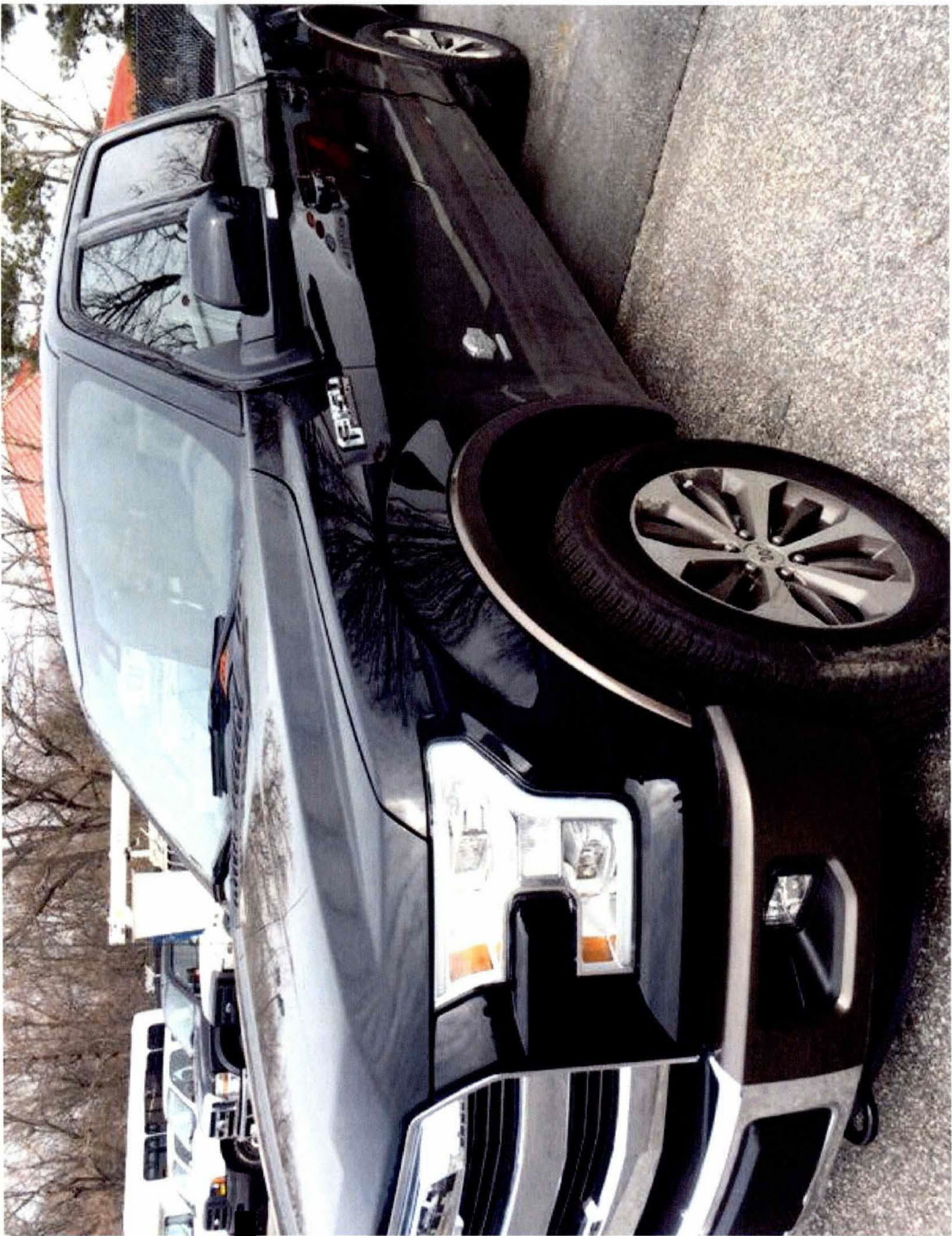
8-Mar-2016
Retention: None

[Redacted]

3/8/2016





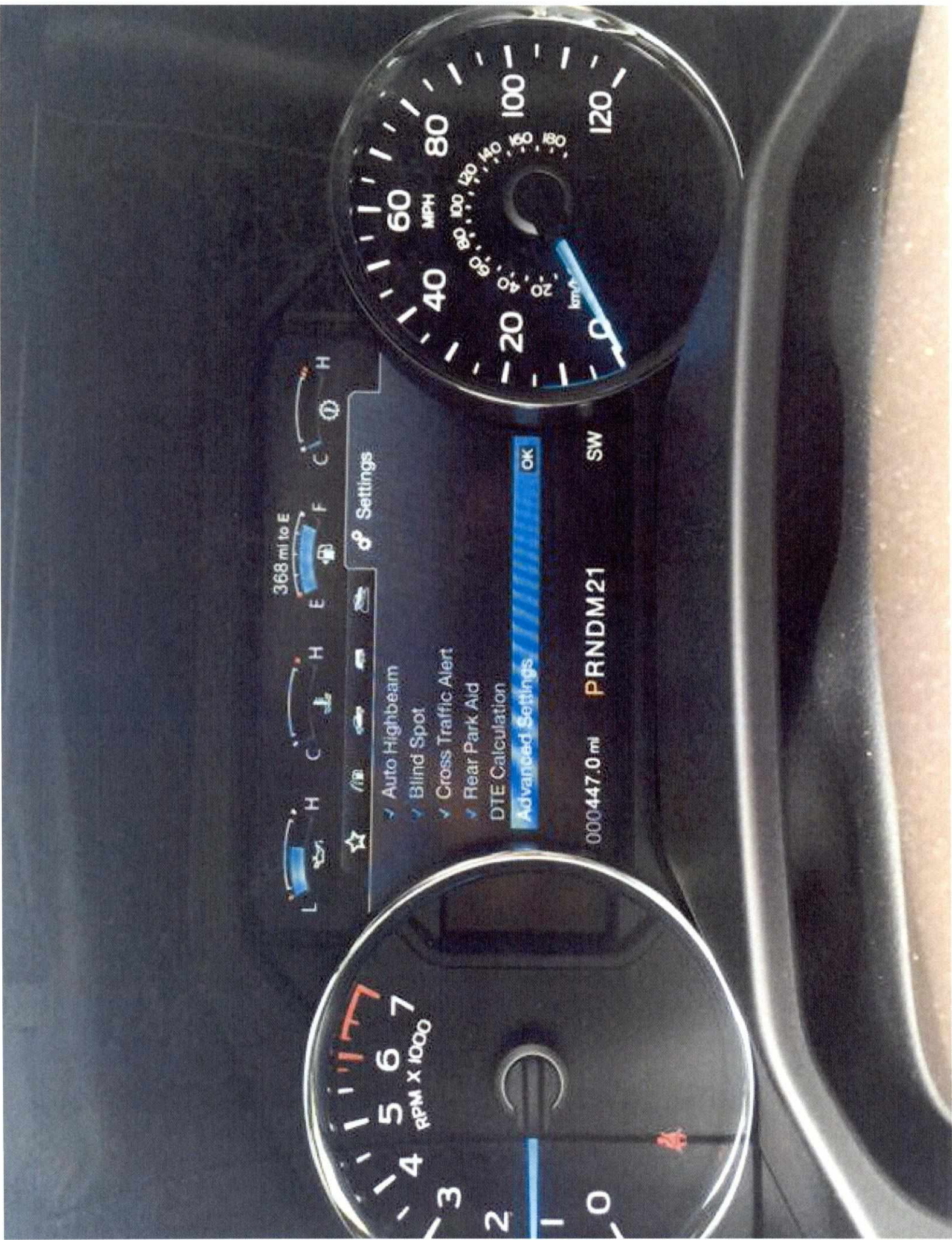


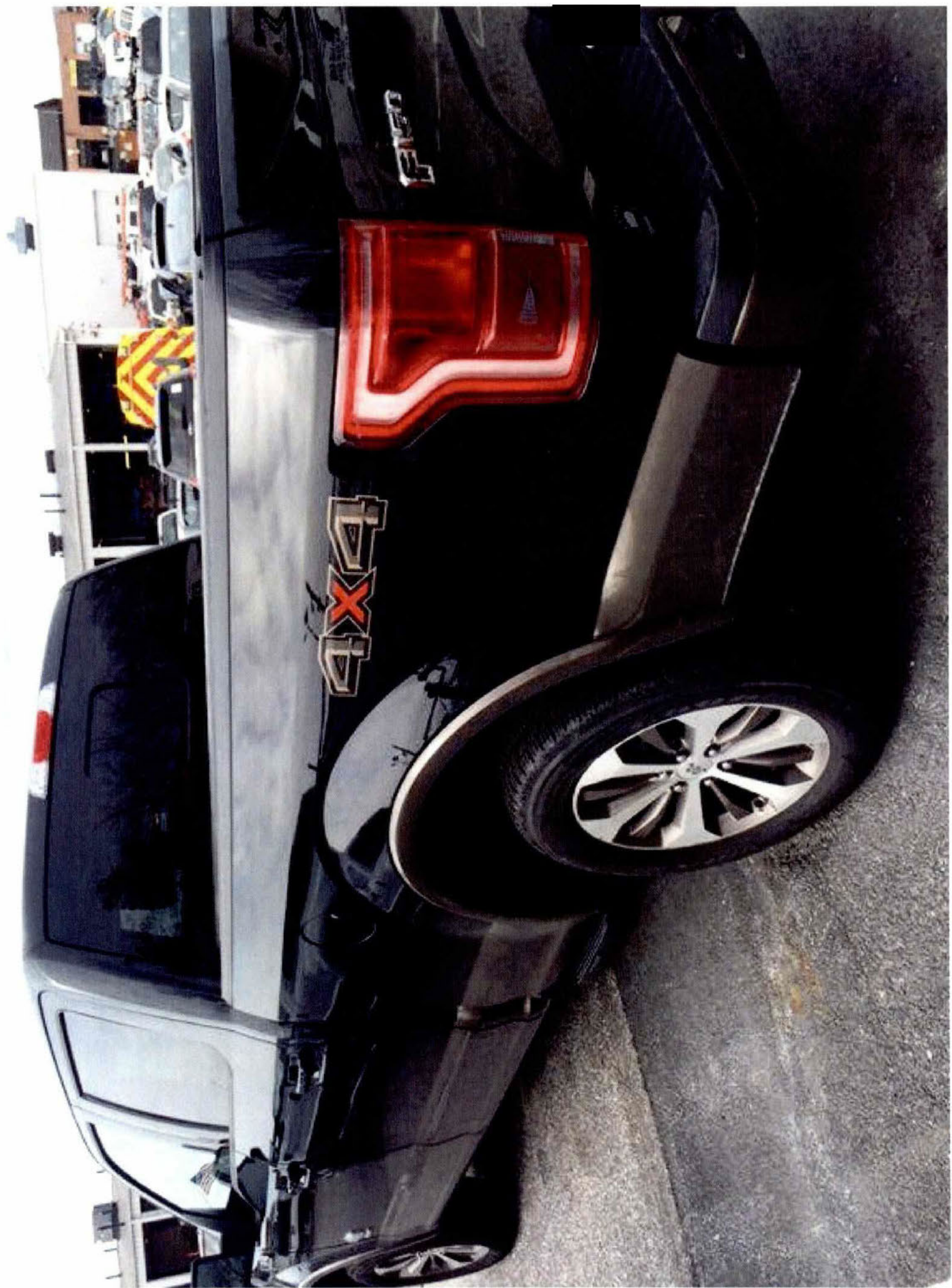
MFD. BY FORD MOTOR CO. DATE: 01/16 GVWR: 3198 KG (7050 LB)
FRONT GAWR: 1656 KG (3650 LB) REAR GAWR: 1724 KG (3800 LB)
WITH 275/55R20 113T TIRES WITH 275/55R20 113T TIRE
20x8.5J RIMS
AT 240 kPa/ 35 PSI COLD AT 240 kPa/ 35 PSI COLD
THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE
SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.
VIN: 1FTFW1EG7GF TYPE: Truck



EXT PNT: G1 H5 RC: 27 DSO:

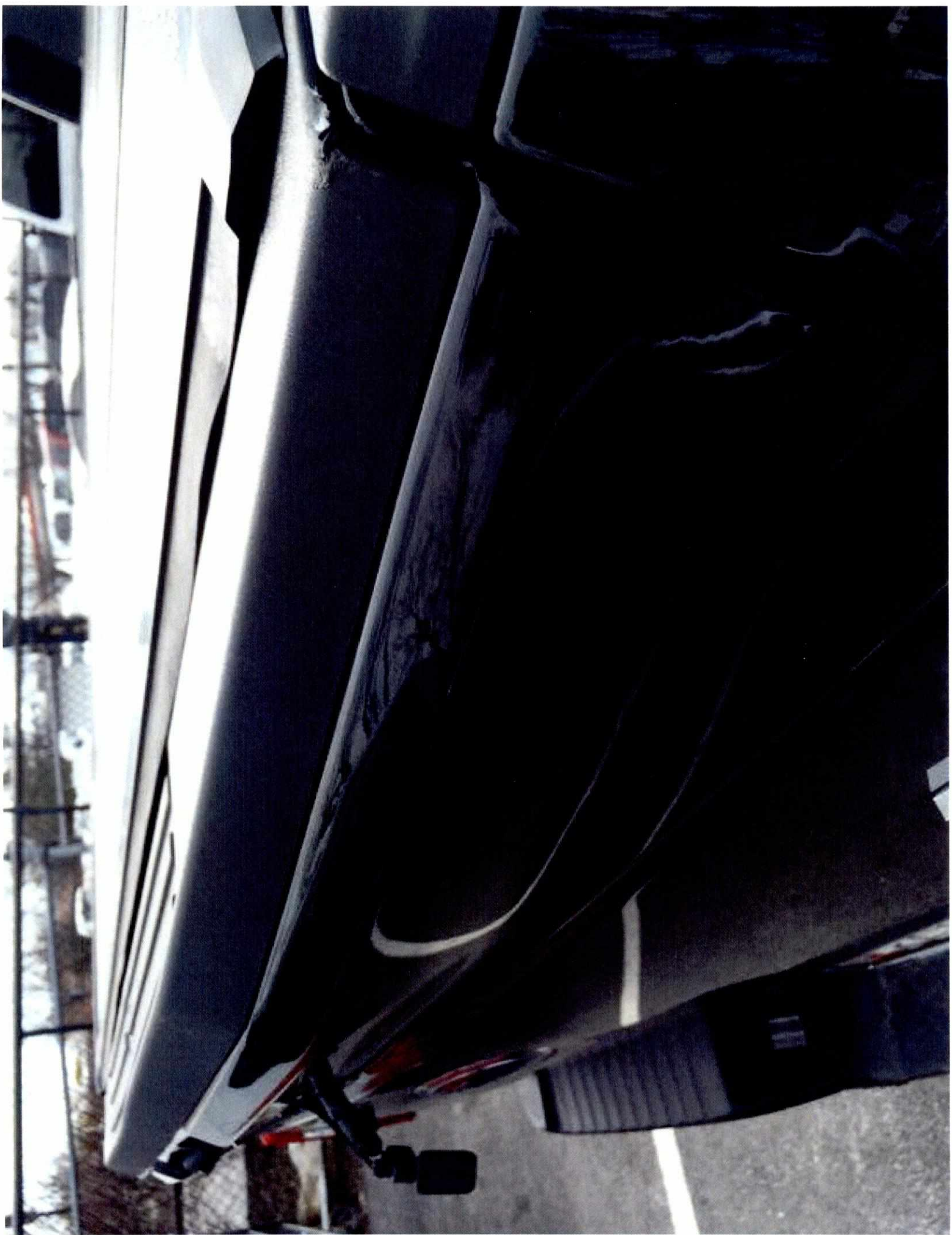
WB	INT	TR	TP/PS	R	AXLE	TR	SPR	
157	KJ		D	27	6		UCC	
MADE IN U.S.A. 2201601260106 ULC								F0111 10466

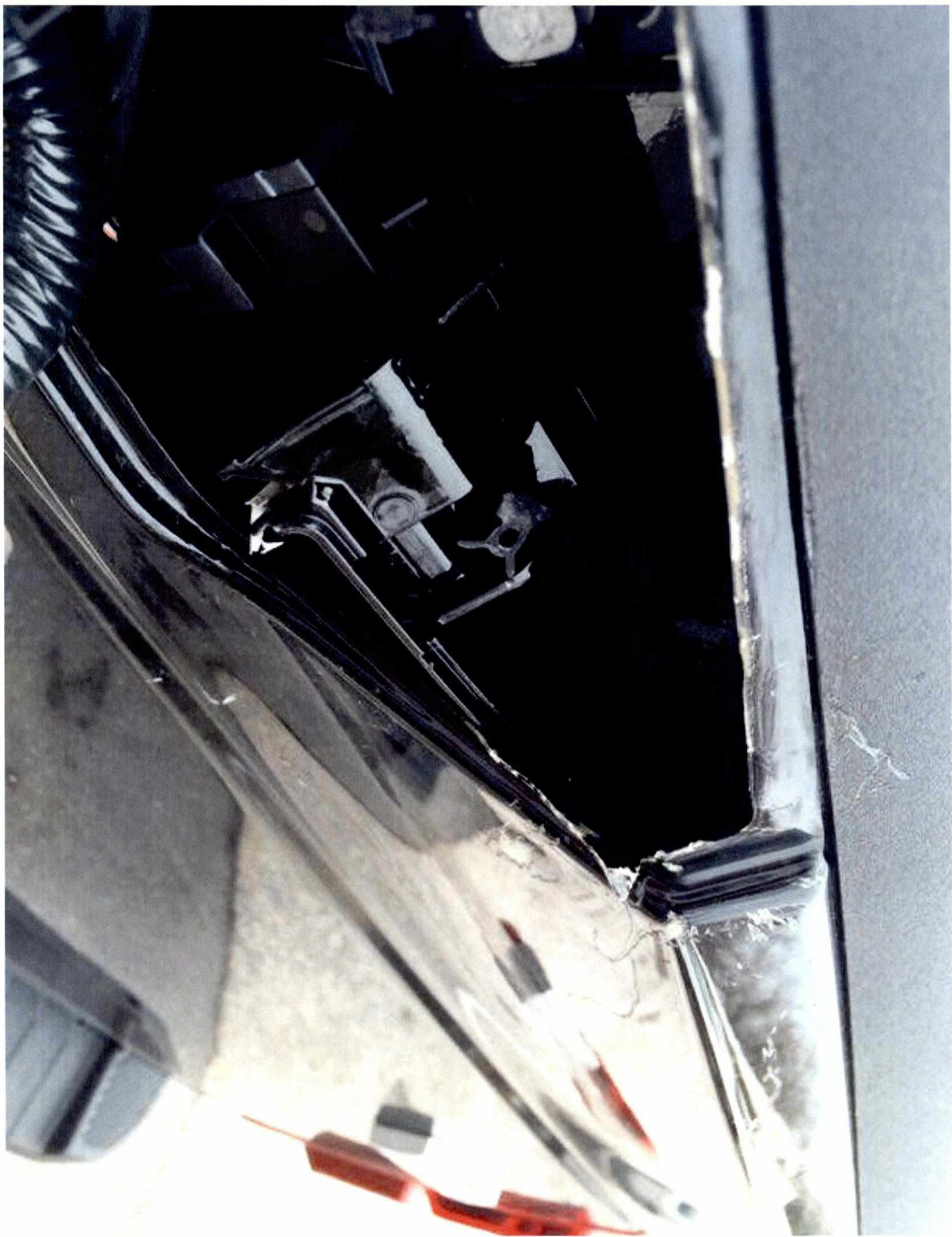


















Title Note created on 03/08/2016 12:44 PM by Tommy Winderweedle, Default Team: Tier 1 Escalation
Contact VIA: Phone: [REDACTED]

Customer Says:
Vehicle is in the shop. The tailgate has been releasing automatically. Came down on its own and hit his trailer and damaged the tailgate. Dealership has been unable to duplicate the concern. Vehicle has been out of service for a week. Customer is in a rental but he is having to pay an additional amount each day to get a truck for his work. Dealership needs to take the veh to the body shop to get an estimate on the repair. Customer is seeking assistance for the cost of the repair in addition to the cost of the rental that he is incurring. Customer would like it pointed out how loyal he is to FMC, not only with the vehicles he purchases but he has driven business to Ford by recommending the brand to his friends and family.

Per Customer Dealer Says:

CRC Advised:
Escalating this case to the regional manager that works with his dealership. Expect a call within 1 business day.

Regarding CAS [REDACTED]
File Attachment
File name:

[REDACTED] 3/9/2016



Report# :

CCRG/EPRC:S

Vehicle:

Odometer :

Transmission:

Dealer:

City:

Originator:

Symptom:

Status:

VFG:

Additional Symptom:

Fix:

Condition Code:

NHL

2015,F150 4X4 ,F150 ,SUP
CRW,STYSD ,1FTEW1EF1FF

12,966 M

6R80E

USA 06204 Courtesy Auto & Truck Center,

Thorp

travis tieman

3 31 D 03 FT/FN/BD,BODY PANELS,TAILGATE,APPEARANCE

V31 SHEET METAL FUNCTION

TAILGATE RANDOMLY OPENS

Causal Component :

Received:

Date:

Build Date:

Calibration:

A/C:

Phone#:

Country :

03/21/2016

03/22/2016

02/17/2015

FFC1150A

YES

USA

Hotliner: JGIBS133

Engineering:

Dlr Contact: travis tieman

Phone:

Phone:

Phone:

Regn Cd: G5 Twin Cities

TAR:

Title Cde: T

KOEO: C1017:11
KOEC:
KOER:

CONCER

RECOMM

03/21/2016 12:05PM JOHN GIBSON MSS - FCSD - TECH SVC HOTLINE

03/21/2016 12:05PM JOHN GIBSON MSS - FCSD - TECH SVC HOTLINE

Web Form Data Description of Vehicle Concern: tailgate will open randomly and did so and hit customer garage door and damamage tailgate Please list any diagnostics already performed: did pp test n for these code and it recomends a new tailgate release switch cause it says it always being pushed with it plugged in and says not depressed when its unplugged Parts Replaced: none Your Question: so i replace the switch but who pays for the damaged done to the tailgate cause it opened randomly and hit the garage door?

Travis, When you have a concern alleging a fire, accident, injury, property damage and/or burn has occurred due to an alleged product defect, pursuant to the Warranty and Policy Manual, no repairs should be performed. See below:

-U.S. Dealerships should complete a **Dealer/Fleet Request for OGC Review** found on FMCDealer.com - Parts & Service Tab - Customer Satisfaction link.

NOTE: The Technical Assistance Center will not be able to provide further assistance with this issue until after the OGC review.

3/22/2016

Requester: ATAYLO29
Report Summary
Server: FCVWS962

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22-Mar-2016
Retention: None



3/22/2016

Report# :

CCRG/EPRC:

Vehicle:

Odometer :

Transmission:

Dealer:

City:

Originator:

Symptom:

Status:

VFG:

Additional Symptom:

Fix:

Condition Code:

HLIEPA

2015,F150 4X4 ,F150 ,SUP
CRW,STYSD ,1FTEW1EF1FF

12,966 M

6R80E

USA 06204 Courtesy Auto & Truck Center,

Thorp

ed giwojna

3 30 Z 00 FT/FN/BD,PAINT/FINISH,NOT LISTED,UNKNOWN

V33 PAINT APPEARANCE

TAIL GATE HIT GARAGE DOOR

Causal Component :

Received: 03/21/2016

Date:

Build Date: 02/17/2015

Calibration: FFC1150A

A/C: YES

Phone#:

Country : USA

State: Wisconsin

Region Code: G5

Region Name: Twin Cities

KOEO:

KOEC:

KOER:

CONCER

03/21/2016 01:36PM JAMES RIKER MSS - FCSD - TECH SVC HOTLINE

RO#: RO Date:3/21/2016 12:00:00 AM Warranty Type:New Vehicle
Warranty SPW Install Mileage: SPW Install Date: 1. Please describe customers concern. customer stated that the tail gate keeds opening by it's self and it opened in their garage and hit there garage door. scratched tailgate. 2. What is the intended repair, list all components needed for repair? will need to replace tailgate top piece and reair tail gate /handle and repaint. also found it needs a swith for tailgate 3. Provide any additional details necessary.
Please include any available technical information that you believe will help process your prior approval request. we did verifie the concern with the tailgate opening itself. customer stated that there is no damage to garage door that needs to be repaired. just the truck.

RECOMM

03/21/2016 01:36PM JAMES RIKER MSS - FCSD - TECH SVC HOTLINE

Ed, We can see you opened a Hotline request case and were instructed that a OGC review would be necessary. As OGC is currently reviewing this concern, the Technical Assistance Center will not be able to provide further assistance with this issue until after the OGC review. DIPA Not Approved

3/22/2016

Requester: ATAYLO29
Report Summary
Server: FCVWS962

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22-Mar-2016
Retention: None

[REDACTED] 3/22/2016

Report Number: [REDACTED]

[Print](#) [Close](#)



[REDACTED]

3/22/2016

Report Number: [REDACTED]
[Print](#) [Close](#)



[REDACTED]

3/22/2016

Report Number: [REDACTED]
[Print](#) [Close](#)



[REDACTED]

3/22/2016

Report Number: [REDACTED]

[Print](#) [Close](#)



[REDACTED]

3/22/2016



**103 East Hill Street • P.O. Box 448
Thorp, WI 54771
www.courtesyautoandtruck.com**

SALES
715-669-5517

SERVICE
715-669-5519

RVO		VIN		DATE IN	
1 F T E W 1 E F 1 F F				03/23/16	
YEAR	MAKE	MODEL	COLOR	TIME IN	
2015	FORD	F150	BLACK N	13:07	
MILES IN	MILES OUT	FIRST USE	LIC.	CLOSED	
12966	12966	03/06/15	WI	15:02	
			THORP WI	03/29/16	
SEE ALSO			H: W: (1) -	WRITER	
				ED\53	

(1) REPAIR TAIL GATE DAMAGE THAT HAPPENED BECAUSE OF THE TAIL GATE SWITCH FAULT AND TAIL GATE HIT GARAGE DOOR.

Labor	T45	20	120.00
FL3Z9943400GAPTM (HANDLE)		1	111.68
FL3Z9941018AA (32.30)		1	32.30
Paint & Material		1	40.00
Total Labor			120.00
Total Parts			143.98
Total Paint & Material			40.00
Total Repair (Customer)			303.98

(Tech:45) A

		W/C	INT.	CUSTOMER
DISCLAIMER OF WARRANTIES Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of products. Any limitation contained herein does not apply where prohibited by law.		THANK YOU		Labor 120.00 Parts 143.98 Sublet .00 Paint/Mat. 40.00 Oil/Grease .00 Sub Total 303.98 Tax 15.20 Tax 2 1.52 Total (Cash) 320.70
Page 1 of 1	Job [REDACTED]			.00 .00
[REDACTED]  [REDACTED]		Customer Copy		

*Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.



103 East Hill Street • P.O. Box 448
Thorp, WI 54771
www.courtesyautoandtruck.com



SALES
715-669-5517
SERVICE
715-669-5519

PLC	VIN 1 F T E W 1 E F 1 F F			DATE IN	03/21/16
YEAR	MAKE	MODEL	COLOR	N	TIME IN
2015	FORD	F150	BLACK		08:57
MILES IN	MILES OUT	FIRST USE	LIC	THORP WI	CLOSE
12966	12966	03/06/15	WI		11:40
00/00/00					03/24/16
SEE ALSO	H: W: (1) -				WRITER
					7959
					JAY\59

(1) TAILGATE OPENS AT RANDOM, CASUED DAMGED TO TAILGATE
COULDNT VERIFY CUSTOMER CONCERN, RAN CODES C1 12651D 42 L09 T67 2
017:11. PERFORMED PINPOINT TEST N. PERFORMED 12651DX1 T67 1
INTERACTIVE TEST WHICH WAS NORMAL. DROVE VEHI 12651D45 T67 3
LE AROUND AND RETESTED, VERIFIED TAILGATE WOU MT14018 T67 17
LD OPEN AT RANDOM, FOUND SWITCH WAS SHORTING (F)1L2Z14018AC (SWITCH ASY) 1
OUT, REMOVED AND REPLACE SWTICH NOW WORKS NOR
MAL.
Warranty Claim Repair Type: - 11
Customer Concern Code: L09
Condition Code: 42
(Tech:67) A
(Tech:67)
(Tech:67)
(Tech:67)
.....(Warranty).....

		W/C	INT.	CUSTOMER
THANK YOU			Labor	.00
		.00	Parts	.00
			Sublet	.00
		.00	Waste Dispos	.00
			Oil/Grease	.00
		.00	Sub Total	.00
			Tax	.00
		.00	Total	.00

Page 1 of 1 Job
Customer Copy

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

From: DCPFORM, FMCDDealer (.)
Sent: Monday, March 21, 2016 5:38:25 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: ed@courtesyautoandtruck.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

Email Subject: Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Courtesy Auto and Truck Center,

Requesting Dealer Fleet: Courtesy Auto and Truck

PA Code: 06204

Contact Person: ed giwojna

Title: manager

Phone Number: 715-669-5519

Fax Number: 715-669-5521

Email: ed@courtesyautoandtruck.com

Region: twin city

Address: 103 east hill street

City: Thorp

State: Wisconsin

Zip Code: 54771

CUSTOMER VEHICLE INFORMATION:

WSD: what is this?

Vehicle Year: 2015

Vehicle Model: f150

Vehicle VIN: 1ftew1eflff [REDACTED]

Mileage: 12966

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : THORP

State : Wisconsin

Zip Code : [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: twin city

DETAILS OF INCIDENT:

Accident

Date of Incident: 2016-03-21

County incident occurred: clark

Is customer alleging a component defect CAUSED the incident? YES

Details: tailgate opened by its self and fell into their garage door. garage door is fine but needs tail gate repaired. we verified and it was caused by tailgate switch and tail gate keeps intermitantly (but several times in the shop) opening.

Was a police report filed? NO

Details :
Has the insurance company been contacted? NO
Insurance company advised:
Insurance company contact information:
Coach builder:
City :
State :
Zip Code :
Vehicle Location: thorp wisconsin
Attorney information:
CVO Contact:
Resolution Customer is seeking: repair tail gate
Comments: tried for prior approval and they said we needed to fill this out because the nature of the damage.
hotline contact [REDACTED]

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STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

 Plaintiff,

NZ

v

FORD MOTOR COMPANY, a Delaware Corporation
and FOX GRAND TRAVERSE, LLC,
a Michigan Corporation, Jointly and Severally,

Defendants.

CONSUMER LEGAL SERVICES, P.C.
STEVEN S. TOTH P-44487
RONALD J. BOLZ P-43897
CHRISTOPHER A. WINKLER P-57431
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, CONSUMER
LEGAL SERVICES, P.C., who complains against the above named Defendants as
follows:

1. Plaintiff is a resident of the City of Traverse City, Grand Traverse County,
Michigan.

2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford Motor vehicles and related equipment, with its corporate headquarters in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Fox Grand Traverse, LLC (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Traverse City, Grand Traverse County, Michigan.

4. On or about December 1, 2015, Plaintiff purchased a new 2015 Ford F-150, VIN 1FTFX1EG7FF [REDACTED] (hereinafter referred to as "2015 F-150"), from the Seller which was manufactured by the Manufacturer (see copy of Vehicle Purchase Agreement attached as Exhibit A).

5. Along with the purchase of the 2015 F-150 Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (a copy of the written warranty is in the possession of the Defendants).

6. Plaintiff has taken the 2015 F-150 to the Manufacturer's authorized agent/dealer, Seller, on at least eight (8) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2015 F-150 include the following:

<u>Date</u>	<u>Mileage</u>	<u>Invoice #</u>	<u>Complaint</u>
09/26/15	160		<u>ENGINE DEFECT:</u> The check engine light is on
01/11/16	1,735		<u>STRUCTURAL DEFECT:</u> Right rear door will not open at top; left rear door will not shut at times; <u>ELECTRICAL DEFECT:</u> Right front window will not go down
01/20/16	1,905		<u>STRUCTURAL DEFECT:</u> Left rear door is out of alignment and rubbing against left uni side structure, upper latch striker is bent
02/02/16	2,599		<u>STRUCTURAL DEFECT:</u> Left rear door stuck at top and will not open, heard loud noise before first visit, then concerns with doors, started happening
03/30/16	4,342		<u>STRUCTURAL DEFECT:</u> There is a wind noise coming from the driver front door around 50-60 miles per hour, the faster you go the louder it becomes; when stepping on the driver side step rail there is a creak noise present on the driver's side
01/17/17	21,471		<u>STRUCTURAL DEFECT:</u> All of the doors will not always close in cold weather, door ajar light will randomly come on while driving; at times the rear tailgate will not close, has come open while driving; <u>ELECTRICAL DEFECT:</u> While backing up, the monitor system will tell him there is an obstruction on his left side when there is not anything behind him
03/06/17	23,911		<u>STRUCTURAL DEFECT:</u> Freezing door latches, the driver front door will not latch in cold temperatures, it will bounce back once you try and close it; the rear latches on the bottom are not closing

STRUCTURAL DEFECT: Even after having door latches replaced, the front doors seem to wobble after shutting them, the drivers door is worse than the passenger side, the drivers door also seems to be rubbing on the stricker; there is wind noise and wind draft, cannot tell where it is coming from; **ELECTRICAL DEFECT:** The dome lights will sometimes stay on after shutting the door

7. This cause of action arises out of Defendants' misrepresentations, various breaches of warranties, breaches of contractual obligations, violations of statutes and breaches of covenants of good faith and fair dealing as hereinafter alleged.

8. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential, exemplary and actual damages including interest, costs, and attorneys' fees.

COUNT I
BREACH OF WRITTEN WARRANTY

9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

10. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

11. Manufacturer and Seller are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

12. The 2015 F-150 constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.
13. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.
14. Plaintiff's purchase of the 2015 F-150 was accompanied by warranties, written and otherwise, offered by the Manufacturer and Seller. Whereby said warranties were part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.
15. In this written warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2015 F-150 free of charge to Plaintiff under specific terms as stated in the written warranty. Additionally, the Defendants' subsequent servicing of the subject vehicle was warranted and certified as being properly completed by Defendants.
16. In fact, Plaintiff discovered the 2015 F-150 had defects and problems after Plaintiff purchased the vehicle as discussed above.
17. Plaintiff notified Manufacturer and Seller of the aforementioned defects.
18. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2015 F-150.
19. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.
20. The Manufacturer and Seller have failed to adequately repair the 2015 F-150 and/or have not repaired the 2015 F-150 within a reasonable amount of time.

21. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2015 F-150's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

22. The 2015 F-150 continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

23. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2015 F-150.

24. The Manufacturer and Seller induced Plaintiff's acceptance of the 2015 F-150 by agreeing, by means of the written warranties, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

25. As a result of its defective nature, the Plaintiff has lost faith and confidence in the 2015 F-150 and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

26. Plaintiff alleges that as of the date of revocation, the 2015 F-150 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear and seeks to return the vehicle to Defendants for a refund.

27. If the finder of fact finds revocation and/or return of the vehicle for a refund was improper, then, in the alternative, Plaintiff is entitled to damages for breach of

warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

28. The Manufacturer and Seller have refused Plaintiff's demands and have failed to provide Plaintiff with the remedies to which Plaintiff is entitled, and Defendants's breach of written warranty obligations have damaged Plaintiff. (Including, but not limited to, MCLA 440.2313, MCLA 440.2601, MCLA 440.2607, MCLA 440.2608, MCLA 440.2711, 440.2714 and 440.2715).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2015 F-150;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For all damages caused by a Defendant's breach of written warranty
- E. For incidental, consequential and actual damages;
- F. For costs, interest and attorneys' fees;
- G. To rescind the contract; and
- H. For such other relief this Court deems appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

29. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 28 as though herein fully restated and realleged.

30. The Manufacturer and Seller are "merchants" with respect to automobiles and vehicle components under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

31. The 2015 F-150 and the replacement parts installed on it were subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

32. The 2015 F-150 and replacement parts installed on it were not fit for the ordinary purpose for which such goods are used and would not pass without objection in the trade.

33. The defects and problems hereinbefore described rendered the 2015 F-150 and the replacement parts unmerchantable.

34. The Manufacturer and Seller failed to adequately remedy the defects in the 2015 F-150; and the 2015 F-150 continued to be in an unmerchantable condition at the time of revocation.

35. Defendants' breach of an implied warranty of merchantability has caused damages to Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;

B. For damages caused by the breach of an implied warranty;

C. For a refund of the purchase price paid by Plaintiff for the 2015 F-150;

- D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- E. For consequential, incidental and actual damages;
- F. Costs, interest and attorneys' fees;
- G. To rescind the contract; and
- H. Such other relief this Court deems appropriate.

COUNT III
VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;
MCL 257.1401 ET SEQ; MSA 9.2705

36. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 35 as though herein fully restated and realleged.

37. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCL 257.1401(a).

38. Manufacturer, is a "manufacturer" under the Lemon Law, MCL 257.1401(d).

39. The 2015 F-150 is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

40. The 2015 F-150 is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

41. The warranty given by Manufacturer, covering the 2015 F-150 is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

42. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(h).

43. Plaintiff's 2015 F-150 has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers, within 2 years of the date of the first attempt to repair the defect or condition; and/or

(b) Said vehicle was out of service for 30 or more days within the time limit of the Manufacturer's express warranty and within one year from the date of delivery to Plaintiff.

44. After notifying Manufacturer of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the Manufacturer was allowed a final repair attempt.

45. Manufacturer's attempted repair was unsuccessful as the 2015 F-150 continued to manifest the aforementioned defects thereafter.

46. The aforementioned defects substantially impair the use or value of the 2015 F-150 to the Plaintiff and/or prevent the 2015 F-150 from conforming to the Manufacturer's warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2015 F-150 with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges

and rental costs less a reasonable allowance for Plaintiff's use of the vehicle MCL 257.1403. In addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the retail installment contract unless consumer accepts a vehicle of comparable value.

C. Pursuant to MCL 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

D. Incidental and consequential damages;

E. For prejudgment interest;

F. To rescind the contract; and

G. For such other and further relief as may be justified in this action.

COUNT IV **BREACH OF CONTRACT**

47. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 48 as though herein fully restated and realleged.

48. Written warranties and implied warranties accompanied the sale of the 2015 F-150 to Plaintiff. Written warranties provided the Defendants would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

49. Additionally, each time the vehicle was serviced by Seller or another manufacturer authorized repair facility, the Defendants provided a written warranty and certification that the repairs were properly performed and merchantable parts were used.

50. The written warranties given by the Manufacturer and the Seller at the time of sale and the vehicle's subsequent servicing created a contractual relationship between the Manufacturer/Seller and Plaintiff.

51. The Manufacturer and Seller have breached their contractual obligations to Plaintiff in that they have failed to properly repair or adjust defective parts covered under the written warranty within a reasonable time.

52. The Manufacturer and Seller have breached their contractual obligations to Plaintiff in that they have failed to properly provide a merchantable vehicle at the time of sale and/or have failed to provided merchantable replacement parts during the vehicle's subsequent servicing.

53. Plaintiff has been damaged by Defendant's breach of contractual obligations to Plaintiff.

WHEREFORE, Plaintiff prays for judgment against all Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2015 F-150;

B. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

C. For incidental, consequential, exemplary and actual damages;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. For all damages caused by a Defendant's breach of its contractual obligation to Plaintiff.

F For costs and expenses, interest, and attorneys' fees;

- G. To rescind the contract; and
- H. Such other relief this Court deems appropriate.

COUNT V
VIOLATION OF THE MOTOR VEHICLE SERVICE AND REPAIR ACT
MCLA 257.1301, ET SEQ.

54. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 53 as though fully restated and realleged.

55. The Seller is a "motor vehicle repair facility" as defined by MCLA 257.1302(g)

56. The Seller is subject to the Motor Vehicle Service And Repair Act, MCLA 257.1301, et seq.

57. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1301 et seq., MCLA 257.1307, 257.1334, 257.1335, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

a) Failing to reveal material facts, the omission of which tends to mislead or deceive the Plaintiff and which facts could not reasonably be known by Plaintiff;

b) Allowing Plaintiff to sign an acknowledgment, certificate or other writing which affirms acceptance, delivery, compliance with a requirement of law, or other performance, when the Seller, knows or had reason to know that the statement is not true;

- c) Failing upon return of the vehicle to the Plaintiff to give a written statement of repairs to the Plaintiff which accurately discloses:
 - (I) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and
 - (II) A certification that authorized repairs were completed properly or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair;
- d) Providing a contract that has gross discrepancies between the oral representations of the facility and the written agreement covering the same transaction;
- e) Making an untrue or misleading statement of a material fact;
- f) Entering into a contract which attempts to abrogate, disclaim or disallow the legal rights, obligations, or remedies of a customer;
- g) Failing to promptly restore to the person entitled thereto any payment when a contract was rescinded or otherwise terminated in accordance with the contract or by law;
- h) Failing to perform promised repairs within a reasonable time;
- i) Failing to honor a warranty;

j) Replace a part with one that lacks merchantability or fitness, or represent that parts or components provided or repairs performed are of a particular standard or grade when in fact they are not.

k) Failing to disclose in written language which is clear as to the nature or scope of a warranty all material aspects and intent, including, but not limited to, what is warranted, who will honor the warranty, the duration of the warranty, obligations, if any, of the person to whom the warranty is extended, and exceptions and exclusions from the terms of the written warranty agreement.

58. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

WHEREFORE, Plaintiff prays for judgment against Seller:

- A. For incidental, consequential, exemplary, statutory and actual damages;
- B. Double damages pursuant to MCL 257.1336;
- C. For costs and expenses, interest, and attorneys' fees pursuant to MCL 257.1336;
- D. To rescind the contract; and
- E. Such other relief this Court deems appropriate.

COUNT VI
RESCISSION OF CONTRACT

59. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 58 as though herein fully restated and realleged.

60. Written warranties and implied warranties accompanied the delivery of the 2015 F-150 to Plaintiff. The written warranties provided that the Defendants would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

61. The sale of the vehicle and the written warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2015 F-150, created a contractual relationship between the Manufacturer/Seller and Plaintiff.

62. The Manufacturer and Seller have breached the written warranty contract obligations in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

63. The Manufacturer and Seller have breached the implied warranty contract obligations in that they have failed to provide a merchantable vehicle to Plaintiff.

64. The Manufacturer's and/or Seller's breaches of obligations owed to Plaintiff have resulted in a failure of consideration justifying rescission of contract.

65. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for judgment and the following relief against all Defendants:

A. That this Court order a rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiff, terminating the retail installment contract, requiring Defendants to pay off the balance of the contract and ordering

Plaintiff to return the 2015 F-150 to the Defendants;

B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2015 F-150;

C. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

D. For incidental, consequential, exemplary and actual damages;

E. For costs and expenses, interest, and attorneys' fees;

F. To rescind the contract; and

G. Such other relief this Court deems appropriate.

COUNT VII
BREACH OF WRITTEN WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

66. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 65 as though herein fully restated and realleged.

67. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

68. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

69. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

70. The 2015 F-150 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

71. The 2015 F-150 was manufactured, sold and purchased after July 4, 1975.

72. The written warranties given by the Manufacturer and Seller pertaining to the 2015 F-150 are "written warranties" as defined in the Warranty Act, 15 USC 2301(6).

73. The Seller is an authorized dealership/agent of the manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

74. The above-described actions, (including, but not limited to, failure to honor the written warranty, failure to properly repair the vehicle and/or failure repair the above-mentioned defects within a reasonable amount of time, etc.), constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2015 F-150;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For all damages caused by a Defendant's breach of written warranty
- E. For consequential, incidental and damages;
- F. For costs, interest and attorneys' fees;
- G. To rescind the contract; and
- H. Such other relief this Court deems appropriate.

COUNT VIII
REVOCATION OF ACCEPTANCE

75. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 74 as though herein fully restated and realleged.

76. Plaintiff accepted the 2015 F-150 without discovering the above defects and/or nonconformities due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects and/or nonconformities.

77. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

78. After numerous attempts by Defendants to cure, it has become apparent the defects and/or nonconformities could not be seasonably cured.

79. The nonconformities and/or defects substantially impaired the value of the 2015 F-150 to the Plaintiff.

80. Plaintiff had previously notified Manufacturer and Seller of the defects and/or nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2015 F-150 and out-of-pocket expenses. (Including, but not limited to, Plaintiff's revocation of acceptance letter attached as Exhibit C).

81. Manufacturer and Seller have nevertheless refused to accept return of the 2015 F-150 and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller: