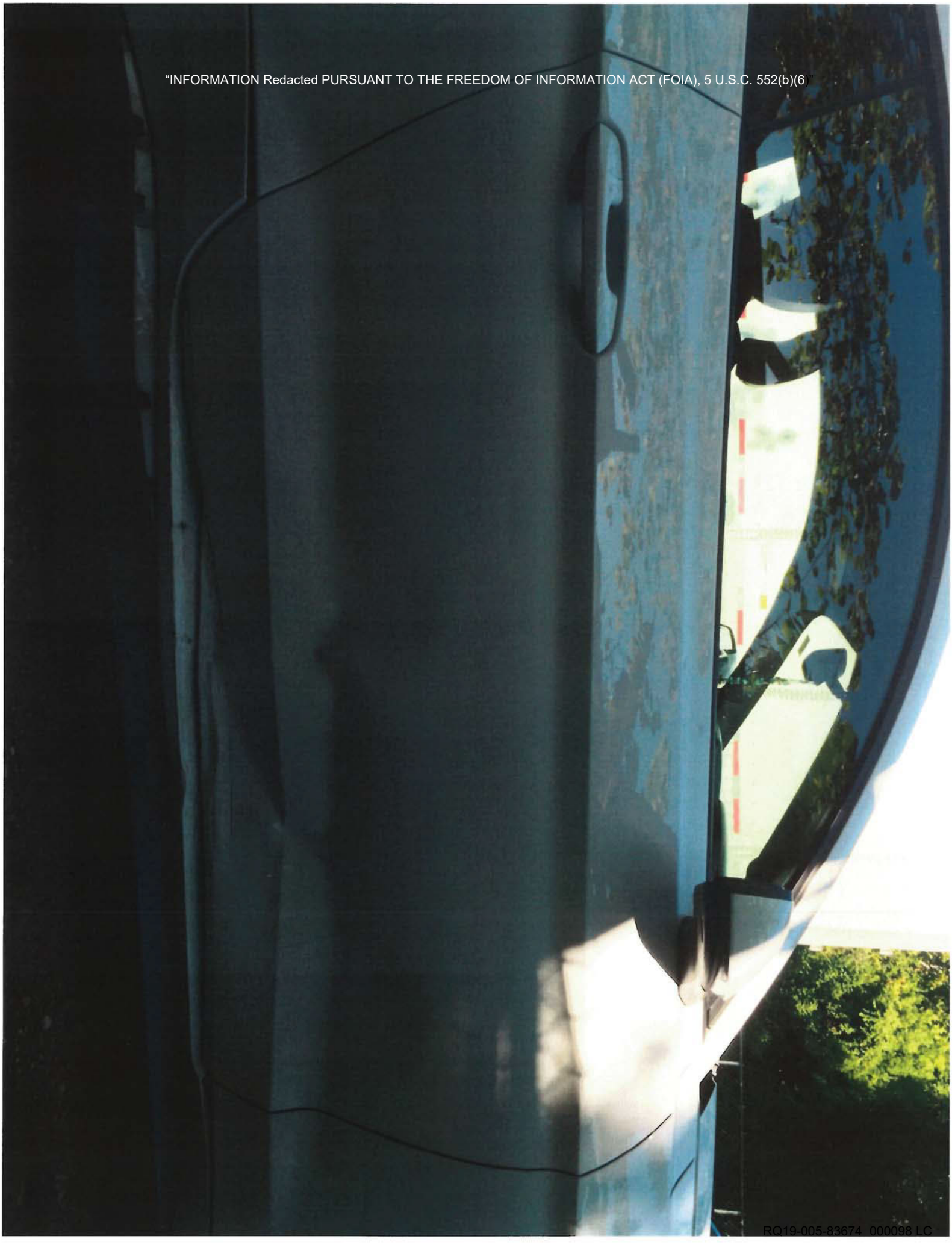
"INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(b)(6"




RQ19-005-83674_000099 LC



RQ19-005-83674_000100 LC

WARRANTY REPAIR ORDER

[redacted]
JACKSONVILLE, FL [redacted]

Work Phone	R/O Open Date	R/O Number
	11/16/16	[redacted]
Home Phone	**R/O Close Date**	**Cross Reference #**
[redacted]		
Body	**Mileage In**	**Mileage Out**
2DR FASTBACK	19543	19543

Year	Make	Model	License Number	Service Advisor
2015	FORD	MUSTANG		MIKE TAYLOR

Vehicle Identification Number	Color		Delivery Date	In Service Date
1FA6P8TH2F5[redacted]	OXFORD WHI		1/14/15	1/14/15

15074

DESCRIPTION OF SERVICE AND PARTS	COST	AMOUNT
Email: [redacted]		
#2 - Customer Reports: RIGHT FRONT DOOR FLUNG OPEN HAS 16S30 SSSC PLUS 4 DAYS RENTAL		
Tech: 397/ 1.10hrs	33.00	124.82
Tech: 397/ 0.00hrs @		
Part: FR3Z 63264A26 A:LATCH 1	103.20	190.71
R&I RF DOOR PANEL & REPLACED LATCH PER RECALL (SSSC)		
CUSTOMER STATES SHE LOST CONTROL OF THE VEHICLE WHEN THE PASS. DOOR OPENED WHILE SHE WAS DRIVING. SHE RAN THE VEHICLE OFF THE ROAD. SERVICE MANAGER CHECKED OUT VEHICLE WHEN IT CAME IN FOR INSPECTION . THE VEHICLE HAD ALREADY BEEN REPAIRED, SO EVERYT HING LOOKED FINE. DOOR LATCH WAS WORKING WHEN WE GOT IT, BUT CUSTOMER HAD A BUNGI CORD HOLDING THE DOOR CLOSED AS A PRECAUTIONARY MEASURE.		
SSSSC CODE IS ... SSF1880602 FOR $424.18		
Sub-Total Labor:	33.00	124.82
Sub-Total Parts:	103.20	190.71
Sub-Total:	136.20	315.53
#5 * Customer Reports: 4 RENTAL CAR DAYS		
Tech: 99/ 0.00hrs @		

ACCOUNT #	LABOR	33.00	124.82
	PARTS	103.20	190.71
METHOD	SUBLET		.00
	SHOP SUPPLIES		.00
	SALES TAX OR TAX I.D.		.00
RECEIPT #	DEDUCTIBLE		.00
	TOTAL DUE	136.20	315.53

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CT Corporation

Service of Process Transmittal

04/21/2017
CT Log Number 531097505

TO: Chris Dzbanski
Ford Motor Company
1 American Rd, Whq 421-E6
Dearborn, MI 48126-2798

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] Pltf. vs. Ford Motor Company, et al., Dfts.
DOCUMENT(S) SERVED:	Summons, Complaint, Instructions, Cover Sheet(s), Attachment(s), Notice(s)
COURT/AGENCY:	San Bernardino County - Superior Court - San Bernardino, CA Case # [redacted]
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2012 Ford Fiesta, VIN: 3FADP4EJ9CM[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 04/21/2017 at 14:50
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service (Document(s) may contain additional answer dates)
ATTORNEY(S) / SENDER(S):	Deborah L. Horowitz California Lemon Law Group, Inc. 11440 West Bernardo Court Suite 300 San Diego, CA 92127 858-451-2554
ACTION ITEMS:	CT has retained the current log, Retain Date: 04/22/2017, Expected Purge Date: 04/27/2017 Image SOP Email Notification, Chris Dzbanski cdzbansk@ford.com Email Notification, Mary Ann MacKinnon mmackin1@ford.com
SIGNED:	C T Corporation System
ADDRESS:	818 West Seventh Street Los Angeles, CA 90017
TELEPHONE:	213-337-4615

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

4/21/17 2:50p

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Ford Motor Company and Does 1 through 10, inclusive

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

[redacted]

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 20 2017

BY [redacted]
JESSICA GARCEZ, DEPUTY

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): San Bernardino County Superior Court
247 West 3rd St
San Bernardino, California 92401

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

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Deborah L. Horowitz, California Lemon Law Group, Inc., 11440 W. Bernardo Ct., #300, San Diego, Ca 92127 (353) 759-2501

DATE: April 20, 2017 APR 20 2017
(Fecha)

Clerk, by Jessica Garcez, Deputy
(Secretario) *(Adjunto)*

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☒ on behalf of *(specify):* Ford Motor Company
   under: ☒ CCP 416.10 (corporation)
   ☐ CCP 416.20 (defunct corporation)
   ☐ CCP 416.40 (association or partnership)
   ☐ other *(specify):*
   ☐ CCP 416.60 (minor)
   ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.90 (authorized person)
4. ☒ by personal delivery on *(date):* 4/21/17

Page 1 of 1

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

CALIFORNIA LEMON LAW GROUP, INC.
Deborah L. Horowitz, State Bar No. 216607
11440 West Bernardo Court
Suite 300
San Diego, California 92127
Telephone: (858) 759-2501
Facsimile: (858) 759-2502
E-mail: Debbie@CaliforniaLemonLawGroup.com

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
APR 20 2017
BY [redacted]
JESSICA GARCEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

[redacted]

Plaintiff,

v.

FORD MOTOR COMPANY, and DOES, 1 through 10, inclusive,

Defendants.

Case No.: [redacted]

COMPLAINT FOR RESTITUTION AND DAMAGES

[VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT]

Complaint Filed: April 20, 2017

Plaintiff, [redacted] alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is informed and believes, and thereon alleges, that at all times herein defendant FORD MOTOR COMPANY, is and was a corporation and registered to do business in the State of California and doing business in the County of San Bernardino.

2. The true names and capacities of DOES 1 through 10, inclusive, are not known to Plaintiff at this time and therefore Plaintiff sues those defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of such defendants when they are ascertained.

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RQ19-005-83674 000105 LC

3. Each of the defendants in this case acted as the principal, agent, employee or other authorized representative in relation to the other; all defendants acted at all times mentioned in this complaint within the course and scope of their respective authority and with the full knowledge and consent of the other defendants. Furthermore, Plaintiff is informed and believe and thereon allege that all acts of corporate employees as hereinafter alleged were authorized or ratified by an officer, director, or managing agent of the corporate employer.

4. On or about May 30, 2014, Plaintiff purchased a pre-owned 2012 Ford Fiesta with Vehicle Identification Number: 3FADP4EJ9CM[redacted]

5. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 et seq., the aforementioned vehicle constitutes a "new motor vehicle."

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

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

8. Defendant FORD MOTOR COMPANY offered an "express warranty" to Plaintiff pursuant to the Act.

9. The sale of the aforementioned vehicle to Plaintiff was accompanied by an implied warranty that the vehicle was merchantable. The sale of the aforesaid vehicle to Plaintiff was also accompanied by defendant FORD MOTOR COMPANY'S implied warranty of fitness.

10. The subject vehicle has suffered from serious defects and non-conformities to warranty, including, but not limited to, the repeated failure of the transmission system. The foregoing defects and non-conformities to warranty manifested themselves within the applicable express warranty period.

11. Plaintiff delivered the subject vehicle to an authorized FORD MOTOR COMPANY service and repair facility for repair of the aforementioned defects and non-conformities to warranty on numerous occasions.

RQ19-005-83674 000106 LC

12. Defendant has been unable and/or has refused to conform Plaintiff's vehicle to the applicable express and implied warranties under the Act after a reasonable number of repair attempts. Furthermore, the aforementioned defects and non-conformities to warranty substantially impair the use, value, and/or safety of the subject vehicle to Plaintiff.

13. Notwithstanding Plaintiff's entitlement, defendant failed to comply with its obligations under the Act to repurchase the vehicle and make restitution.

14. By failure of defendant to comply with its obligations under the Act to repurchase the vehicle and make restitution, defendant is in breach of its obligations under the Act.

15. Plaintiff is entitled to justifiably revoke acceptance of the aforementioned vehicle under the Act.

16. Under the Act, Plaintiff is entitled to reimbursement of the purchase price paid for the subject vehicle less that amount directly attributable to use by the Plaintiff prior to the discovery of the defects and non-conformities.

17. Plaintiff is entitled to all incidental, consequential and general damages resulting from defendant's failure to comply with its obligations under the Act.

18. Plaintiff is entitled under the Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action.

19. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that defendant has willfully failed to comply with its responsibilities under the Act.

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WHEREFORE, Plaintiff prays for judgment against defendant as follows:

1. For rescission of the contract and restitution of all consideration;
2. For actual compensatory and general damages according to proof at time of trial;
3. That such actual, compensatory and general damages be doubled and awarded
4. Prejudgment interest from date of rescission;
5. For attorney's fees incurred herein according to proof;
6. For costs of suit incurred herein; and
7. For such other and further relief as the Court deems just and proper.

Dated: April 20, 2017

CALIFORNIA LEMONLAW GROUP, INC.
Attorneys for Plaintiff

[redacted]

By: DEBORAH L. HOROWITZ

RQ19-005-83674 000108 LC

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
Deborah L. Horowitz, S.B.N. 216607 California Lemon Law Group, Inc. 11440 West Bernardo Court, Suite 300 San Diego, California 92127 TELEPHONE NO.: (858) 759-2501 FAX NO.: (858) 759-2502 ATTORNEY FOR (Name): Plaintiff	FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT APR 20 2017 BY [redacted] JESSICA GARCEZ, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino
STREET ADDRESS: 247 West 3rd St
MAILING ADDRESS: 247 West 3rd St
CITY AND ZIP CODE: San Bernardino, California 92401
BRANCH NAME: Central Courthouse

CASE NAME:
[redacted] v. Ford Motor Company; Does 1through 10, inclusive

CASE NUMBER: [redacted]

JUDGE:

DEPT:

CIVIL CASE COVER SHEET

☑ Unlimited (Amount demanded exceeds $25,000) ☐ Limited (Amount demanded is $25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder

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

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

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

Auto Tort
- ☐ Auto (22)
- ☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- ☐ Asbestos (04)
- ☐ Product liability (24)
- ☐ Medical malpractice (45)
- ☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- ☐ Business tort/unfair business practice (07)
- ☐ Civil rights (08)
- ☐ Defamation (13)
- ☐ Fraud (16)
- ☐ Intellectual property (19)
- ☐ Professional negligence (25)
- ☐ Other non-PI/PD/WD tort (35)

Employment
- ☐ Wrongful termination (36)
- ☐ Other employment (15)

Contract
- ☑ Breach of contract/warranty (06)
- ☐ Rule 3.740 collections (09)
- ☐ Other collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

Real Property
- ☐ Eminent domain/Inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☐ Other real property (26)

Unlawful Detainer
- ☐ Commercial (31)
- ☐ Residential (32)
- ☐ Drugs (38)

Judicial Review
- ☐ Asset forfeiture (05)
- ☐ Petition re: arbitration award (11)
- ☐ Writ of mandate (02)
- ☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- ☐ Antitrust/Trade regulation (03)
- ☐ Construction defect (10)
- ☐ Mass tort (40)
- ☐ Securities litigation (28)
- ☐ Environmental/Toxic tort (30)
- ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
- ☐ RICO (27)
- ☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- ☐ Partnership and corporate governance (21)
- ☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☑ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. ☑ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☑ punitive
4. Number of causes of action *(specify)*: One
5. This case ☐ is ☑ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: April 20, 2017
Deborah L. Horowitz
(TYPE OR PRINT NAME)

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

NOTICE

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

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

RQ19-005-83674 000109 LC

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

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

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

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

Employment
- Wrongful Termination (36)
- Other Employment (15)

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

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

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

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

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

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

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

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

RQ19-005-83674 000110 LC

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

[redacted] CASE NO.: [redacted]

vs. CERTIFICATE OF ASSIGNMENT

Ford Motor Company and Does 1 -10

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the Central District of the Superior Court under Rule 404 of this court for the checked reason:

☒ General ☐ Collection

	Nature-of Action	Ground
☐	1. Adoption	Petitioner resides within the district
☐	2. Conservator	Petitioner or conservatee resides within the district.
☐	3. Contract	Performance in the district is expressly provided for.
☐	4. Equity	The cause of action arose within the district.
☐	5. Eminent Domain	The property is located within the district.
☐	6. Family Law	Plaintiff, defendant, petitioner or respondent resides within the district.
☐	7. Guardianship	Petitioner or ward resides within the district or has property within the district.
☐	8. Harassment	Plaintiff, defendant, petitioner or respondent resides within the district.
☐	9. Mandate	The defendant functions wholly within the district.
☐	10. Name Change	The petitioner resides within the district.
☐	11. Personal Injury	The injury occurred within the district.
☐	12. Personal Property	The property is located within the district.
☐	13. Probate	Decedent resided or resides within the district or had property within the district.
☐	14. Prohibition	The defendant functions wholly within the district.
☐	15. Review	The defendant functions wholly within the district.
☐	16. Title to Real Property	The property is located within the district.
☐	17. Transferred Action	The lower court is located within the district.
☐	18. Unlawful Detainer	The property is located within the district.
☐	19. Domestic Violence	The petitioner, defendant, plaintiff or respondent resides within the district.
☐	20. Other _____	_____
☒	21. THIS FILING WOULD	NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

[redacted] [redacted]
NAME – INDICATE TITLE OR OTHER QUALIFYING FACTOR ADDRESS

Victorville Ca [redacted]
CITY STATE ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on April 20, 2017 at San Diego

[redacted]
Signature of Attorney/Party

CERTIFICATE OF ASSIGNMENT

13-16503-360, Rev 06-2014

Superior Court of California-County of San Bernardino

ALTERNATIVE DISPUTE RESOLUTION

What is Alternative Dispute Resolution?

There are different processes available to settle lawsuits that do not require a trial. In Alternative Dispute Resolutions (ADR) a trained, impartial person decides disputes or helps the parties reach resolutions of their disputes for themselves. These persons are *neutrals*, who are normally chosen by the disputing parties or the court.

Advantages of ADR

- Often faster than going to trial.
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing the parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to a remedy.
- ADR can be used, even after a lawsuit, if the result is appealed.

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

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

The Most Common Types of ADR: Mediation and Arbitration

Mediation

In mediation, the mediator (*a neutral*) assists the parties in reaching a mutually acceptable resolution of their dispute.

- Unlike lawsuits or some other types of ADR, the parties, rather the mediator decide how the dispute is to be resolved.
- ADR is a cooperative process in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other.
- ADR can be particularly effective when parties have a continuing relationship, such as neighbors or businesses.
- ADR can be also very effective where personal feelings are getting in the way of a resolution.

Arbitration

In arbitration, the arbitrator (*a neutral*) reviews evidence, hears arguments, and makes a decision (*award*) to resolve the dispute. This is very different from mediation whereby the mediator helps the parties reach their own resolution. Arbitration may be more informal, quicker, and less expensive than a trial.

There are two types of arbitration in California:

- **Private arbitration** by agreement of the parties involved in the dispute. This type takes place outside of the court and normally is binding. In most cases "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an opportunity to appeal the decision.
- **Judicial arbitration** ordered by the court. The arbitrator's decision is not binding unless the parties agree to be bound. A party who does not like the award may file a request for trial with the court within a specified time. However, if that party does not receive a more favorable award at trial, the party may have to pay a penalty.

More Information

There are several other types of ADR. Some of these include conciliation, settlement conference, fact finding, mini-trial, Victim Offender Reconciliation Program, and summary trial jury. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type of ADR that is most likely to resolve your particular dispute.

The selection of a neutral is also an important decision. There is no legal requirement that the neutral be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals.

Agreements reached through ADR normally are put into writing and, if the parties wish, may become binding contracts that can be enforced by the court.

ADR can be used to resolve disputes instead of filing a lawsuit. Even after a lawsuit has been filed, the court can refer the dispute to a neutral. ADR has also been used to resolve disputes even after trial, when the result is appealed.

You may wish to seek the advice of an attorney as to your legal rights and matters relating to the dispute before pursuing ADR.

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

- **Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;**
- **Contact the local bar association, or;**
- **Look in a phone directory under mediation or arbitration services.**

The following alternate dispute resolution service providers are under contract with the County of San Bernardino to provide services for the listed types of matters under referral by the Court at no or low cost. The contractors may also provide additional mediation services outside of their contracts with the County.

Civil, family law (except custody and support)
Landlord-tenant, unlawful detainers, small claims:
Program Director: Lynne Anderson, Executive Director
City Center Building
Inland Fair Housing & Mediation Board
10681 Foothill Boulevard, Suite 101
Rancho Cucamonga, CA 91730
909-984-2254 or 800-321-0911
Fax: 909-460-0274
www.inmedbd.com

**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

San Bernardino District - Civil
247 West Third Street

San Bernardino, CA. 924150210

CASE NO: [redacted]

CALIFORNIA LEMON LAW GROUP, INC.
11440 WEST BERNARDO COURT STE
300
SAN DIEGO CA 92127

NOTICE OF TRIAL SETTING CONFERENCE
and NOTICE OF CASE ASSIGNMENT

IN RE: [redacted]-V-FORD

THIS CASE HAS BEEN ASSIGNED TO: JANET M FRANGIE IN DEPARTMENT S29 FOR ALL PURPOSES.

Notice is hereby given that the above-entitled case has been set for Trial Setting Conference at the court located at 247 WEST THIRD STREET San Bernardino, CA 92415-0210.

HEARING DATE: [redacted] at 8:30 in Dept. S29

DATE: 04/20/17 Nancy Eberhardt, Interim Court Executive Officer
By: JESSICA GARCEZ

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above listed notice:
( ) Enclosed in a sealed envelope mailed to the interested party addressed above, for collection and mailing this date, following standard Court practices.
( ) Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above, or as shown on the attached listing.
( ) A copy of this notice was given to the filing party at the counter
( ) A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file stamped documents.

Date of Mailing: 04/20/17
I declare under penalty of perjury that the foregoing is true and correct. Executed on 04/20/17 at San Bernardino, CA

BY: JESSICA GARCEZ



SB CA

BARNES LAW FIRM
ATTORNEYS AT LAW
23046 AVENIDA DE LA CARLOTA, SUITE 600
LAGUNA HILLS, CALIFORNIA 92653
TELEPHONE (949) 459-5800
FACSIMILE (888) 429-2370
email: sbarnes@lemonlaw4california.com

*STEPHEN G. BARNES
*A Professional Corporation

April 24, 2017

Ford Motor Company
Office of General Counsel
World Headquarters
One American Road
Dearborn, Michigan 48126-2798

RECEIVED
OGC
MAY 0 3 2017

OGC Lit
Consumer Claims

MAY - 9 2017

RE: [redacted]
2015 Ford Transit Connect
VIN: NMOLS7E73F1[redacted]

To Whom It May Concern:

Please be advised that [redacted] and [redacted] have retained this office to represent them concerning the above-referenced vehicle. The following is a demand to facilitate settlement of this matter without the need of litigation. The damages set forth below are for settlement purposes only and should not be construed as an exhaustive list of damages claimed or suffered. Please direct all future communication concerning this matter to my attention.

FACTS

On [redacted] and [redacted] purchased the above-referenced Ford Transit Connect from Tuttle-Click Ford in Irvine, California. The vehicle came with a written warranty from Ford.

Since [redacted] and [redacted] took possession of the Transit Connect it has been delivered to authorized Ford service and repair facilities approximately seven (7) times for repair of the following problems during warranty; the slider door opens while driving, the slider opens while driving on the freeway, the door ajar light comes on, the door ajar light comes on and slider door opens by itself.

[redacted] and [redacted]
2015 Ford Transit Connect
VIN: NMOLS7E73F1[redacted]

A door latch replacement part was special ordered, the slider door latch was replaced, the sliding door latch was replaced a second time, the rail track and fasteners were tightened, and the latch was adjusted.

All of the above referenced problems were covered by the Ford warranty. This vehicle has been out of service approximately thirty (30) days for these repairs.

LIABILITY

As you know, Civil Code Section 1790 et seq. requires a manufacturer of a warranted vehicle to provide restitution or to replace the vehicle from the buyer when a nonconformity covered by the warranty is not repaired after a reasonable number of repair attempts. It is presumed there have been a reasonable number of repairs if a nonconformity has been subject to repair four (4) times in the first eighteen (18) months or 18,000 miles on the odometer; the vehicle is out of service thirty (30) days in this same period. Or, a vehicle has been subject to repair twice for a problem which can cause serious bodily injury in the first eighteen (18) months or 18,000 miles.

Here, [redacted] and [redacted] have delivered their Ford Transit Connect to authorized Ford service facilities approximately seven (7) times for repair of the vehicle slider door opening while driving. This vehicle has been out of service approximately thirty (30) days in less than 10,000 miles driven by [redacted] and [redacted]. On average this vehicle was subject to repair once every 1,250 miles and has been out of service more than three (3) days for every 1,000 miles driven. It would be presumed, and a court would certainly find, that there have been a reasonable number of attempts for repair.

The Civil Code requires that the nonconformity substantially impair the vehicle's use, value or safety to the buyer. Here, the nonconformities substantially impair the vehicle's use, value and safety to [redacted] and [redacted]. The vehicle slider

door opening is a major safety problem not only for the driver and passengers but others on the road. When the slider opens, items have fallen onto the road creating a dangerous situation. The slider door not working is certainly a substantial impairment in value. No one would purchase a new vehicle at market value when the slider door does not operate properly. The problems with this vehicle have left [redacted] and [redacted] without the use of this vehicle as intended. The vehicle has been returned to the dealership at least seven (7) times and has been out of service for approximately thirty (30) days. Based on the number of days this Transit Connect has been in the shop for repair there has been a substantial impairment in [redacted] and [redacted] enjoyment of this vehicle. [redacted] and [redacted] have understandably lost all confidence in the continued reliability of this Transit Connect.

Based on the foregoing, [redacted] and [redacted] request that Ford provide restitution in accordance with the Song-Beverly Consumer Warranty Act. Should Ford refuse to provide restitution, it may be required to pay [redacted] and [redacted] a civil penalty not to exceed two times their actual damages.

DAMAGES

[redacted] and [redacted] damages to date are as follows:

Down Payment:	$ 0,000.00
Payments: 10 @ $387.76 thru May	$ 3,877.76
Registration:	$as verified
Usage Fee: based on 5,095 miles	$<1,059.33>
Total:	$ 2,818.43
Loan Balance:	$as verified
Attorney Fees	$ 3,000.00

[redacted] and [redacted] have authorized this office to accept the following as full settlement of this matter.

[redacted] and [redacted]
2015 Ford Transit Connect
VIN: NMOLS7E73F1[redacted]

Ford will:

(1) pay to [redacted] and [redacted] $2,818.43 plus verified registration, rental expense, and any other recoverable expenses they may incur between the date of this writing and the date of any potential settlement's completion;

(2) pay off the outstanding loan balance as verified; and

(3) pay attorney's fees of $3,000.00.

For this consideration, [redacted] and [redacted] will:

(1) return the vehicle to Ford in good condition the nonconformities and ordinary wear and tear excepted;

(2) release Ford from any further liability in this matter.

Be advised this offer will remain open for thirty (30) days from the date of your receipt of this letter. I have enclosed copies of the pertinent documents related to the subject vehicle. I look forward to your prompt attention to this matter.

Sincerely,

BARNES LAW FIRM
[redacted]
Stephen G. Barnes

SGB:sjr
Enc.

This is a Copy of the Customer Completed signed electronic form held by Ro[redacted]One LLC.

LAW 553-CA-ARB-e 7/13

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

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

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller - Creditor (Name and Address)
[redacted] Irvine, CA [redacted] ORANGE	[redacted] Irvine, CA [redacted] ORANGE	TUTT[redacted]CLICK FORD 43 A[redacted] CENTER DRIVE IRVI[redacted] CA 92618

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on all pages of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
New	2015	Ford Transit Connect	13	NM0LS7E73F1[redacted]	[X] Personal, family or household unless otherwise indicated below. [ ] Business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
0.00 %	$ 0.00 (e)	$ [redacted]	$ [redacted] (e)	$ [redacted] is $ [redacted] (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
One Payment of	N/A	N/A
[redacted] Payments	$[redacted]	Monthly beginning 08/16/2016
N/A	N/A	N/A
One final payment	$[redacted]	Due 07/16/2022

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

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

Buyer Signs X [redacted]

Co-Buyer Signs X [redacted]

Agreement to Arbitrate: By signing below, you agree that pursuant to the Arbitration Provision on page 7 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 [redacted]

Co-Buyer Signs X [redacted]

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

True and Accurate Completed Copy - UCC Non-Authoritative Copy

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RQ19-005-83674 000120 LC

This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

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

1. **Total Cash Price**
   - A. Cash Price of Motor Vehicle and Accessories $ [redacted] (A)
     - 1. Cash Price Vehicle $ [redacted]
     - 2. Cash Price Accessories $ N/A
     - 3. Other (Nontaxable)
       - Describe N/A $ N/A
       - Describe N/A $ N/A
   - B. Document Processing Charge (not a governmental fee) $ [redacted] (B)
   - C. Emissions Testing Charge (not a governmental fee) $ N/A (C)
   - D. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (D)
   - E. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (E)
   - F. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (F)
   - G. (Optional) Surface Protection Product (to whom paid) N/A $ N/A (G)
   - H. (Optional) Surface Protection Product (to whom paid) N/A $ N/A (H)
   - I. EV Charging Station (to whom paid) N/A $ N/A (I)
   - J. Sales Tax (on taxable items in A through I) $ [redacted] (J)
   - K. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (to whom paid) D.M.V $ [redacted] (K)
   - L. (Optional) Service Contract (to whom paid) Partners Administrative Servic $ [redacted] (L)
   - M. (Optional) Service Contract (to whom paid) Partners Administrative Servic $ [redacted] (M)
   - N. (Optional) Service Contract (to whom paid) N/A $ N/A (N)
   - O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)
   - P. (Optional) Service Contract (to whom paid) N/A $ N/A (P)
   - Q. Prior Credit or Lease Balance paid by Seller to N/A (e) $ N/A (Q)
     (see downpayment and trade-in calculation)
   - R. (Optional) Gap Contract (to whom paid) N/A $ N/A (R)
   - S. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (S)
   - T. Other (to whom paid) N/A For N/A $ N/A (T)

   Total Cash Price (A through T) $ [redacted] (1)
2. **Amounts Paid to Public Officials**
   - A. Vehicle License Fees $ [redacted] (A)
   - B. Registration/Transfer/Titling Fees $ 0.00 (B)
   - C. California Tire Fees $ [redacted] (C)
   - D. Other N/A $ 0.00 (D)

   Total Official Fees (A through D) $ [redacted] (2)
3. **Amount Paid to Insurance Companies** (Total premiums from Statement of Insurance column a + b) $ N/A (3)
4. ☐ **State Emissions Certification Fee** or ☐ **State Emissions Exemption Fee** $ N/A (4)
5. **Subtotal** (1 through 4) $ [redacted] (5)
6. **Total Downpayment**
   - A. Agreed Trade-In Value Yr N/A Make N/A Model N/A Odom N/A VIN N/A $ N/A (A)
   - B. Less Prior Credit or Lease Balance (e) $ N/A (B)
   - C. Net Trade-In (A less B) (indicate if a negative number) $ N/A (C)
   - D. Deferred Downpayment $ N/A (D)
   - E. Manufacturer's Rebate $ [redacted] (E)
   - F. Other N/A $ N/A (F)
   - G. Cash $ N/A (G)

   Total Downpayment (C through G) $ [redacted] (6)
   (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1Q above)
7. **Amount Financed** (5 less 6) $ [redacted] (7)

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

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

Term N/A Mos. N/A
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs x C N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1L, 1M, 1N, 1O, and/or 1P.

1L Company Partners Administrative Servic
Term [redacted] Mos. or 36000 Miles
1M Company Partners Administrative Servic
Term [redacted] Mos. or 100000 Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company N/A
Term N/A Mos. or N/A Miles
1P Company N/A
Term N/A Mos. or N/A Miles
Buyer x D [redacted]

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THIS LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total N/A Payable in N/A
Installments of $ N/A, $ N/A
from this Loan is shown in item [redacted]

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable:
N/A

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This is a Copy of the Customer Completed signed electronic form held by Roun[redacted]One LLC.

SELLER'S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 6 giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

x[redacted] Buyer

x[redacted] Co-Buyer

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

WARNING:

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

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

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

S/S x[redacted] x[redacted]

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund.

Buyer Signature x H N/A

Co-Buyer Signature x H N/A

CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE

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

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

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

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

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premium
$ N/A	Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A	Ded. Collision	N/A Mos.	$ N/A
Bodily Injury	$ N/A Limits	N/A Mos.	$ N/A
Property Damage	$ N/A Limits	N/A Mos.	$ N/A
Medical N/A		N/A Mos.	$ N/A
N/A		N/A Mos.	$ N/A
Total Vehicle Insurance Premiums			$ N/A(a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer x[redacted]

Co-Buyer x[redacted]

Seller x[redacted]

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

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.	N/A	$ N/A
Credit Disability	N/A Mos.	N/A	$ N/A
Total Credit Insurance Premiums			$ N/A(b)

Insurance Company Name

N/A

Home Office Address

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).

You want to buy the credit insurance.

Buyer x N/A N/A
Buyer Signature — Age

Co-Buyer x N/A N/A
Co-Buyer Signature — Age

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

T122711391-DP122711396 - This copy was created on Sun Jul 03 01:01:35 MT 2016

RQ19-005-83674 000122 LC

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

43 AUTO CENTER DRIVE
IRVINE, CA 92618
(949) 472-5200
Visit our website @ www.tuttleclick.com
EPA # CAD981978364
B.A.R. # ARD-080698

TC MOTORSPORTS
Quick Lane

DEALER CODE	P & A CODE
710059	05556
54T170	

[redacted]

CUSTOMER NO. [redacted]

[redacted]
IRVINE, CA [redacted]
NA

RESIDENCE PHONE [redacted] BUSINESS PHONE [redacted]

ADVISOR: CRAIG WHITACRE 4760 TAG NO.: [redacted]
LICENSE NO. [redacted] MILEAGE: 4,[redacted]2
YEAR / MAKE / MODEL: 15/FORD TRUCK/TRANSIT CONNECT/LWB XL
VEHICLE I.D. NO.: N M 0 L S 7 E 7 3 F [redacted]
F.T.E. NO. P.O. NO.
COMMENTS

CELL: [redacted]

INVOICE DATE	INVOICE NO.
11/11/16	[redacted]
COLOR: OXFORD WHT/	STOCK NO.: FC352499
DELIVERY DATE: 07/02/16	DELIVERY MILES: 13
SELLING DEALER NO.: 1	PRODUCTION DATE
R. O. DATE: 11/10/16	

MO: 4282

JOB# 1 CHARGES

LABOR

[redacted] THE WORKS SPECIAL [redacted] TECH: 3252 [redacted]

MRH104 Rotate Tires All
OFCM OEM Oil & Filter Change 2.5L 14/16
PERFORM THE WORKS SPECIAL
CHANGE ENGINE OIL AND FILTER USING MOTORCRAFT OIL AND FILTER
INSPECT BRAKE LININGS,INSPECT FOUR TIRES. TEST BATTERY.
CHECK AIR AND CABIN FILTERS. CHECK BELTS AND HOSES, AND TOP
OFF ALL FLUIDS AS NEEDED.
ROTATE TIRES NO CHARGE WITH THE WORKS SPECIAL IF NEEDED.
THE WORKS-GAS

PARTS QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
1	FL-910S	KIT - ELEMENT	4.50	3.70	3[redacted]0
6	XO-5W20-DSP	OIL - ENGINE	2.98	2.98	17[redacted]8
				TOTAL - PARTS	21[redacted]8

MISC CODE	DESCRIPTION	CONTROL NO	
1ES2	ENVIRONMENTAL SURCHARGE	600641	5[redacted]0
		TOTAL - MISC	5[redacted]0

JOB# 1 TOTALS

LABOR	33[redacted]7
PARTS	21[redacted]8
MISC	5[redacted]0

JOB# 2 CHARGES JOB# 1 JOURNAL PREFIX F2QS JOB# 1 TOTAL 59[redacted]5

LABOR

[redacted] MULTI POINT INSPECT [redacted] TECH: 3252 [redacted]

Perform a thorough inspection of your vehicle and provide a
detailed Vehicle Report Card.
- Check Fluid Levels
- Inspect Wiper Blades
- Test Battery
- Inspect Tires and Brake Wear
- Inspect safety systems and components for leaks and damage
PERFORMED INSPECTION SEE MULTI POINT FOR DETAILS

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX F2CS JOB# 2 TOTAL 0[redacted]0

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $62.00 (+TAX)
COMMENTS
CHARGE BODY SHOP AS PER ROBERT GEGG.

IMPORTANT

You may receive a service questionnaire from Ford Motor Co. in the next few weeks. If for any reason you cannot give us *"COMPLETELY SATISFIED"* please contact the Customer Relations Center or your Service Advisor immediately! Your satisfaction is our # 1 concern at Tuttle-Click Ford Lincoln & Collision Center. Thank You

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
AUTHORIZED SIGNATURE & DATE

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

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON THE BACK. ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED. IF YOU HAVE SPECIAL ORDERED PARTS YOU WILL BE NOTIFIED UPON THEIR ARRIVAL.

"By law, you may choose another licensed Smog Check facility to perform any needed repairs or adjustments which the Smog Check indicates are necessary."

FOR YOUR CONVENIENCE.
SERVICE PARTS AND COLLISION CENTER HOURS.
MON. - FRI. 7:00 a.m. - 7:00 p.m.
SAT. 8:00 a.m. - 5:00 p.m.

POWER OF ATTORNEY

The undersigned, hereinafter called "Insured", for the consideration of repairs made to "Insured's" automobile, does hereby grant to said TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER Insured's power of attorney to sign or endorse any checks and/or drafts made payable to Insured, and any releases thereto as settlement for Insured's claim for damages to the above described automobile.

X _____
(DATE) (INSURED)

X _____
(DATE) (INSURED)

PROGRAM CODE(S)	APPROVAL CODE OR NO	COMMITMENT CODE
REPAIR 1		

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

SIGNED DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

"ALWAYS BRING YOUR CAR HERE FOR FACTORY AUTHORIZED PARTS & SERVICE"
NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.

(CONTINUED ON NEXT PAGE) 05:32pm

The Reynolds and Reynolds Company ERANTRIME GO500109 Q (10/14)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

43 AUTO CENTER DRIVE
IRVINE, CA 92618
(949) 472-5200
Visit our website @ www.tuttleclick.com
EPA # CAD981978364
B.A.R. # ARD-080698

TC MOTORSPORTS
Quick Lane

DEALER CODE	P & A CODE
71D069	05556
54T170	

CELL: [redacted]

CUSTOMER NO. [redacted]

[redacted]
IRVINE, CA [redacted]

NA

RESIDENCE PHONE [redacted]
BUSINESS PHONE [redacted]

ADVISOR: CRAIG WHITACRE 4760
TAG NO. [redacted]
LICENSE NO. [redacted]
MILEAGE: 4,[redacted]2
YEAR / MAKE / MODEL: 15/FORD TRUCK/TRANSIT CONNECT/LWB[redacted]KL
VEHICLE I.D. NO.: NMOLS7E73F[redacted]
R.T.E. NO.
P.O. NO.
COMMENTS

INVOICE DATE: 11/11/16
INVOICE NO. [redacted]
COLOR: OXFORD WHT/
STOCK NO.: FC352499
DELIVERY DATE: 07/02/16
DELIVERY MILES: 13
SELLING DEALER NO.: 1
PRODUCTION DATE
R. O. DATE: 11/10/16

MO: 4282

TOTALS----------

TOTAL LABOR....	33[redacted]7
TOTAL PARTS....	21[redacted]8
TOTAL SUBLET...	[redacted]0
TOTAL G.O.G....	[redacted]0
TOTAL MISC CHG.	[redacted]0
TOTAL MISC DISC	[redacted]0
TOTAL TAX.....	[redacted]6
TOTAL INVOICE $	**61[redacted]8**

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] OTHER [ ] CHARGE
* DATE / /
****

WE NOW OFFER 24MO/24K MILE LTD WARRANTY EXCLUDING MAINT & WEAR ITEMS, AND COMMERCIAL VEHICLES. SEE HANDOUT FOR DETAILS

****
* THE TUTTLE-CLICK AUTOMOTIVE GROUP WOULD LIKE YOUR PERMISSION TO CONTACT YOU USING THE PHONE NUMBER YOU PROVIDED. BY SIGNING THIS FORM, YOU AGREE TO RECEIVE AUTOMATED TEXTS AND/OR PRE-RECORDED VOICE MESSAGE AT THE NUMBER PROVIDED ON THIS FORM. THIS MAY INCLUDE RELEVANT SALES, SERVICE, MARKETING AND/OR OTHER GENERAL INFORMATION *

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

IMPORTANT

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
AUTHORIZED SIGNATURE & DATE

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

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"By law, you may choose another licensed Smog Check facility to perform any needed repairs or adjustments which the Smog Check indicates are necessary."

FOR YOUR CONVENIENCE,
SERVICE PARTS AND COLLISION CENTER HOURS.
MON. - FRI. 7:00 a.m. - 7:00 p.m.
SAT. 8:00 a.m. - 5:00 p.m.

POWER OF ATTORNEY

The undersigned, hereinafter called "Insured", for the consideration of repairs made to "Insured's" automobile, does hereby grant to said TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER Insured's power of attorney to sign or endorse any checks and/or drafts made payable to Insured, and any releases thereto as settlement for Insured's claim for damages to the above described automobile.

X _____
(DATE) (INSURED)

X _____
(DATE) (INSURED)

PROGRAM CODE(S)	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1		

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

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

"ALWAYS BRING YOUR CAR HERE FOR FACTORY AUTHORIZED PARTS & SERVICE"

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.

CUSTOMER COPY

[END OF INVOICE] 05:32pm

Mitchell International, Inc. Haynes and Haynes Company EBAMTBH4E GC5000109 Q (10/14)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

43 AUTO CENTER DRIVE
IRVINE, CA 92618
(949) 472-5200
Visit our website @ www.tuttleclick.com
EPA # CAD981978364
B.A.R. # ARD-080698

FC MOTORSPORTS Quick Lane

DEALER CODE	P & A CODE
71D089	05556
54T170	

[redacted]

CUSTOMER NO. [redacted]

[redacted]
IRVINE, CA [redacted]
NA

RESIDENCE PHONE [redacted] BUSINESS PHONE [redacted]

ADVISOR: CRAIG WHITACRE 4760
TAG NO.: [redacted]
LICENSE NO.: [redacted]
MILEAGE: 4,[redacted]2
YEAR / MAKE / MODEL: 15/FORD TRUCK/TRANSIT CONNECT/LWB KL
VEHICLE I.D. NO.: N M 0 L S 7 E 7 3 F [redacted]
F.T.E. NO.:
COMMENTS

CELL: [redacted]

INVOICE DATE: 11/11/16
INVOICE NO.: [redacted]
COLOR: OXFORD WHT/
STOCK NO.: FC352499
DELIVERY DATE: 07/02/16
DELIVERY MILES: 13
SELLING DEALER NO.: 1
PRODUCTION DATE:
R. O. DATE: 11/10/16

MO: 4282

JOB# 1 CHARGES

LABOR

MRM104 Rotate Tires All
OFCM OEM Oil & Filter Change 2.5L 14/16
PERFORM THE WORKS SPECIAL
CHANGE ENGINE OIL AND FILTER USING MOTORCRAFT OIL AND FILTER
INSPECT BRAKE LININGS,INSPECT FOUR TIRES, TEST BATTERY,
CHECK AIR AND CABIN FILTERS, CHECK BELTS AND HOSES, AND TOP
OFF ALL FLUIDS AS NEEDED.
ROTATE TIRES NO CHARGE WITH THE WORKS SPECIAL IF NEEDED.
THE WORKS-GAS

PARTS

QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
1	FL-910S	KIT - ELEMENT	4.50	3.70	3
6	XO-5W20-DSP	OIL - ENGINE	2.98	2.98	17
				TOTAL - PARTS	21

MISC

CODE	DESCRIPTION	CONTROL NO	
1ES2	ENVIRONMENTAL SURCHARGE	600641	5
		TOTAL - MISC	5

JOB# 1 TOTALS

LABOR	33
PARTS	21
MISC	5

JOB# 2 CHARGES ---- JOB# 1 JOURNAL PREFIX F2QS JOB# 1 TOTAL 59

LABOR

Perform a thorough inspection of your vehicle and provide a
detailed Vehicle Report Card.
- Check Fluid Levels
- Inspect Wiper Blades
- Test Battery
- Inspect Tires and Brake Wear
- Inspect safety systems and components for leaks and damage
PERFORMED INSPECTION SEE MULTI POINT FOR DETAILS

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX F2CS JOB# 2 TOTAL 0

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $62.00 (+TAX)
COMMENTS
CHARGE BODY SHOP AS PER ROBERT GEGG.

IMPORTANT

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I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
AUTHORIZED SIGNATURE & DATE

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SERVICE PARTS AND COLLISION CENTER HOURS.
MON. - FRI. 7:00 a.m. - 7:00 p.m.
SAT. 8:00 a.m. - 5:00 p.m.

POWER OF ATTORNEY

The undersigned, hereinafter called "Insured", for the consideration of repairs made to "Insured's" automobile, does hereby grant to said TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER Insured's power of attorney to sign or endorse any checks and/or drafts made payable to Insured, and any releases thereto as settlement for Insured's claim for damages to the above described automobile.

(DATE) X (INSURED)

(DATE) X (INSURED)

PROGRAM CODE(S)	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR		

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

"ALWAYS BRING YOUR CAR HERE FOR FACTORY AUTHORIZED PARTS & SERVICE"

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.

CUSTOMER COPY
[CONTINUED ON NEXT PAGE] 05:32pm

The Reynolds and Reynolds Company BBAMT3114E GQ60D109 Q (10/14)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

43 AUTO CENTER DRIVE
IRVINE, CA 92618
(949) 472-5200
Visit our website @ www.tuttleclick.com
EPA # CAD981978364
B.A.R. # ARD-080698

TC MOTORSPORTS
Quick Lane

DEALER CODE	P & A CODE
71D089	05558
64T170	

[redacted]

CELL: [redacted]

CUSTOMER NO. 600641	ADVISOR CRAIG WHITACRE 4760	TAG NO. [redacted]	INVOICE DATE 11/11/16
[redacted]	LICENSE NO. [redacted]	MILEAGE 4,[redacted]2	COLOR OXFORD WHT/
IRVINE, CA [redacted]	YEAR / MAKE / MODEL 15/FORD TRUCK/TRANSIT CONNECT/LWB XL		DELIVERY DATE 07/02/16
NA	VEHICLE I.D. NO. NM0LS7E73F[redacted]		SELLING DEALER NO. 1
RESIDENCE PHONE [redacted]	F.T.E. NO.	R.O. NO.	R.O. DATE 11/10/16
BUSINESS PHONE [redacted]	COMMENTS		

INVOICE NO. [redacted]
STOCK NO. FC352499
DELIVERY MILES 13
PRODUCTION DATE

MO: 4282

TOTALS----------

TOTAL LABOR....	33[illegible]7
TOTAL PARTS....	21[illegible]8
TOTAL SUBLET...	0[illegible]0
TOTAL G.O.G....	0[illegible]0
TOTAL MISC CHG.	5[illegible]0
TOTAL MISC DISC	0[illegible]0
TOTAL TAX.....	1[illegible]3
TOTAL INVOICE $	**61[illegible]3**

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] OTHER [ ] CHARGE
* DATE / /
****

****
WE NOW OFFER 24MO/24K MILE LTD WARRANTY EXCLUDING MAINT & WEAR ITEMS, AND COMMERCIAL VEHICLES. SEE HANDOUT FOR DETAILS
****

* THE TUTTLE-CLICK AUTOMOTIVE GROUP WOULD LIKE YOUR PERMISSION TO CONTACT YOU USING THE PHONE NUMBER YOU PROVIDED. BY SIGNING THIS FORM, YOU AGREE TO RECEIVE AUTOMATED TEXTS AND/OR PRE-RECORDED VOICE MESSAGE AT THE NUMBER PROVIDED ON THIS FORM. THIS MAY INCLUDE RELEVANT SALES, SERVICE, MARKETING AND/OR OTHER GENERAL INFORMATION *

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
AUTHORIZED SIGNATURE & DATE

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FOR YOUR CONVENIENCE,
SERVICE PARTS AND COLLISION CENTER HOURS,
MON. - FRI. 7:00 a.m. - 7:00 p.m.
SAT. 8:00 a.m. - 5:00 p.m.

POWER OF ATTORNEY

The undersigned, hereinafter called "Insured", for the consideration of repairs made to "Insured's" automobile, does hereby grant to said TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER Insured's power of attorney to sign or endorse any checks and/or drafts made payable to Insured, and any releases thereto as settlement for Insured's claim for damages to the above described automobile.

(DATE) X (INSURED)

(DATE) X (INSURED)

PROGRAM CODE(S)	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1		

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

OWNER DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

"ALWAYS BRING YOUR CAR HERE FOR FACTORY AUTHORIZED PARTS & SERVICE"

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.

CUSTOMER COPY

[END OF INVOICE] 05:32pm

The Reynolds and Reynolds Company ERA-NT5814E (GQS0D309 Q (0014)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

43 AUTO CENTER DRIVE
IRVINE, CA 92618
(949) 472-5200
Visit our website @ www.tuttleclick.com
EPA # CAD981978364
B.A.R. # ARD-080698

TC MOTORSPORTS
Quick Lane

DEALER CODE	P & A CODE
71D069	06656
54T170	

[redacted]

CUSTOMER NO. [redacted]

[redacted]
IRVINE, CA [redacted]

NA

RESIDENCE PHONE [redacted] BUSINESS PHONE [redacted]

ADVISOR: CRAIG WHITACRE 4760
TAG NO. [redacted]
LICENSE NO. [redacted] MILEAGE 4,[redacted]00
YEAR / MAKE / MODEL: 15/FORD TRUCK/TRANSIT CONNECT/LWB XL
VEHICLE I.D. NO.: N M 0 L S 7 E 7 3 F [redacted]
F.T.E. NO. P.O. NO.
COMMENTS

CELL: [redacted]

INVOICE DATE: 11/14/16
INVOICE NO. [redacted]
COLOR: OXFORD WHT/
STOCK NO.: FC352499
DELIVERY DATE: 07/02/16
DELIVERY MILES: 13
SELLING DEALER NO.: 1
PRODUCTION DATE
R. O. DATE: 11/14/16

MO: 4300

JOB# 1 CHARGES----------

LABOR----------

[redacted] INTERNAL RENTAL [redacted] [redacted] 0.00

2 DAYS RENTAL
CHARGE TO BODY SHOP
INTERNAL RENTAL
INTERNAL RENTAL

SUBLET-----PO#--------VEND INV#-INV.DATE-DESCRIPTION----------

	2170158		11/14/16	INTERNAL RENTAL FORD410

TOTAL - SUBLET [redacted].00 [redacted].00

JOB# 1 TOTALS----------

SUBLET [redacted].00

JOB# 1 JOURNAL PREFIX F2CS JOB# 1 TOTAL [redacted].00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $50.00 (+TAX)
COMMENTS----------
CHARGE BODY SHOP.

TOTALS----------

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] OTHER [ ] CHARGE
* DATE / /
****

WE NOW OFFER 24MO/24K MILE LTD WARRANTY EXCLUDING MAINT & WEAR ITEMS, AND COMMERCIAL VEHICLES. SEE HANDOUT FOR DETAILS

****
* THE TUTTLE-CLICK AUTOMOTIVE GROUP WOULD LIKE YOUR PERMISSION TO CONTACT YOU USING THE PHONE NUMBER YOU PROVIDED. BY SIGNING THIS FORM, YOU AGREE TO RECEIVE AUTOMATED TEXTS AND/OR PRE-RECORDED VOICE MESSAGE AT THE NUMBER PROVIDED ON THIS FORM. THIS MAY INCLUDE RELEVANT SALES, SERVICE, MARKETING AND/OR OTHER GENERAL INFORMATION *

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	[redacted].00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	[redacted].00

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
AUTHORIZED SIGNATURE & DATE

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FOR YOUR CONVENIENCE.
SERVICE PARTS AND COLLISION CENTER HOURS.
MON. - FRI. 7:00 a.m. - 7:00 p.m.
SAT. 8:00 a.m. - 5:00 p.m.

POWER OF ATTORNEY

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(DATE) X (INSURED)

(DATE) X (INSURED)

PROGRAM CODE(S)	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1		

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

"ALWAYS BRING YOUR CAR HERE FOR FACTORY AUTHORIZED PARTS & SERVICE"

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 05:32pm

The Reynolds and Reynolds Company ENAINTSI4E GO3500109 © (10/14)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

43 AUTO CENTER DRIVE
IRVINE, CA 92618
(949) 472-5200
Visit our website @ www.tuttleclick.com
EPA # CAD981978364
B.A.R. # ARD-080698

TC MOTORSPORTS Quick Lane

DEALER CODE	P & A CODE
71D069	05556
54T170	

[redacted]

CUSTOMER NO. [redacted]

[redacted]
IRVINE, CA [redacted]
NA

RESIDENCE PHONE [redacted] BUSINESS PHONE [redacted]

ADVISOR: CRAIG WHITACRE 4760
TAG NO. [redacted]
LICENSE NO. [redacted] MILEAGE 5,[redacted]5
YEAR / MAKE / MODEL: 15/FORD TRUCK/TRANSIT CONNECT/LWB XL
VEHICLE I.D. NO.: NMOLS7E73F[redacted]
R.T.E. NO. P.O. NO.
COMMENTS

CELL: [redacted]

INVOICE DATE: 01/02/17 INVOICE NO. [redacted]
COLOR: OXFORD WHT/ STOCK NO. FC352499
DELIVERY DATE: 07/02/16 DELIVERY MILES: 13
SELLING DEALER NO.: 1 PRODUCTION DATE
R.O. DATE: 12/28/16

MO: 5895

JOB# 1 CHARGES----------
LABOR----------
[redacted] INTER
16S30 SIDE DOOR LATCH REPLACEMENT
SOP

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX F2CS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------
LABOR----------
[redacted] INTER
CHECK AND SET TIRE PRESSURE TO FACTORY SPECIFICATIONS
TIRE PRESSURE
CHECKED AND SET TIRE PRESSURE TO FACTORY SPECIFICATIONS

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX F2CS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------
LABOR----------
[redacted] INTER
SUBMIT FOR TAP DAYS

SUBLET-----PO#--------VEND INV#-INV.DATE-DESCRIPTION----------
2172031 [redacted] 01/10/17 RECALL RENTAL
INTER
TOTAL - SUBLET 0.00

MISC------CODE--------DESCRIPTION----------CONTROL NO--------
2RSV GOODWILL RENTAL SERVICE 600641
INTER
TOTAL - MISC 0.00

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX F2CS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES----------
LABOR----------
[redacted] INTER
YOU CONSENT TO RECEIVING TEXT ON YOUR CELL PHONE AT THE
NUMBER YOU HAVE PROVIDED. YOU AGREE THAT WE MAY CONTACT
YOU REGARDING SERVICE UPDATES OR OFFERS VIA TEXT. IF
YOU DO NOT AGREE YOU MAY PROVIDE A LAND LINE.

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX F2CS JOB# 4 TOTAL 0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

"ALWAYS BRING YOUR CAR HERE FOR FACTORY AUTHORIZED PARTS & SERVICE"

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CUSTOMER COPY
[CONTINUED ON NEXT PAGE] 05:32pm

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(DATE) (INSURED)

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The Reynolds and Reynolds Company ERAUNT54E GO3091109 O (10/14)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

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(949) 472-5200
Visit our website @ www.tuttleclick.com
EPA # CAD981978364
B.A.R. # ARD-080698

TC MOTORSPORTS
Quick Lane

DEALER CODE	P & A CODE
71D069	05656
54T170	

CUSTOMER NO. [redacted]

[redacted]
IRVINE, CA [redacted]

NA

RESIDENCE PHONE [redacted] BUSINESS PHONE [redacted]

ADVISOR: CRAIG WHITACRE 4760
TAG NO. [redacted]
LICENSE NO. [redacted]
MILEAGE: 5,[redacted]95
YEAR / MAKE / MODEL: 15/FORD TRUCK/TRANSIT CONNECT/LWB XL
VEHICLE I.D. NO.: NM0LS7E73F[redacted]
R.T.E. NO.
P.O. NO.
COMMENTS

CELL: [redacted]

INVOICE DATE: 01/02/17
INV. NO. [redacted]
COLOR: OXFORD WHT/
STOCK NO.: FC352499
DELIVERY DATE: 07/02/16
DELIVERY MILES: 13
SELLING DEALER NO.: 1
PRODUCTION DATE
R. O. DATE: 12/28/16

MO: 5895

COMMENTS----------
CPU 12-31.

TOTALS----------

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] OTHER [ ] CHARGE
* DATE / /
****

WE NOW OFFER 24MO/24K MILE LTD WARRANTY EXCLUDING MAINT & WEAR ITEMS, AND COMMERCIAL VEHICLES. SEE HANDOUT FOR DETAILS
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TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

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SAT. 8:00 a.m. - 5:00 p.m.

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(DATE) X (INSURED)
(DATE) X (INSURED)

(PROGRAM CODE(S))	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1		

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PAGE 2 OF 2
CUSTOMER COPY
[END OF INVOICE] 05:32pm

The Hearnolds and Reynolds Company ERAINTSI4E GQ8500109 Q (10/14)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

43 AUTO CENTER DRIVE
IRVINE, CA 92618
(949) 472-5200
Visit our website @ www.tuttleclick.com
EPA # CAD981978364
B.A.R. # ARD-080698

TC MOTORSPORTS
Quick Lane

DEALER CODE	P & A CODE
Y1D069	05556
54T170	

[redacted]

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
[redacted]	ERIC CERVANTES 4884	[redacted]	02/24/17	[redacted]
[redacted]	LICENSE NO. [redacted] MILEAGE 7,[redacted]1		COLOR OXFORD WHT/	STOCK NO. FC352499
IRVINE, CA [redacted]	YEAR / MAKE / MODEL 15/FORD TRUCK/TRANSIT CONNECT/LWB XL		DELIVERY DATE 07/02/16	DELIVERY MILES 13
NA	VEHICLE I.D. NO. NM0LS7E73F[redacted]		SELLING DEALER NO. 1	PRODUCTION DATE
RESIDENCE PHONE [redacted]	R.T.E. NO. / P.O. NO.		R.O. DATE 02/17/17	
BUSINESS PHONE [redacted]	COMMENTS			

MO: 7441

JOB# 1 CHARGES

LABOR

[redacted] TECH(S) 3175 WARRANTY

CUSTOMER STATES THE SLIDING DOOR DRIVER SIDE HAD SLID OPEN
WHILE DRIVING, AROUND 70 MPH. CHECK AND ADIVSE
TECH#3175,CC,42,CP,126A27,L/SIDE REAR FAULTY LATCH ASSEMBLY
WOULD NOT LATCH AT TIMES.MI/7441 MO/7441
HAD TO ACCESS L/R SLIDING DOOR LATCH & REPLACE WOULDN'T LATC
H AT TIME & DOOR WOULD SLIDE OPEN.REPLACED LATCH & REASSEMBL
E & RETEST FOR CORRECT OPERATION.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	DT1Z-61264A27-E	LATCH			WARRANTY

TOTAL - PARTS 0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX F2CS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

[redacted] RENTAL VEHICLE [redacted] TECH(S) 3225 WARRANTY

Added Operation (2ERICC @ 02/17/2017 08:46)
SUBMIT FOR TAP DAYS WARRANTY

SUBLET	PO#	VEND INV#	INV. DATE	DESCRIPTION	
	2174329	[redacted]	02/27/17	RENTAL	WARRANTY

TOTAL - SUBLET 0.00

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX F2CS JOB# 2 TOTAL 0.00

COMMENTS
INV 02-24. KS.
CPU 02-24. KS.

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_____ X _____
(DATE) (INSURED)

_____ X _____
(DATE) (INSURED)

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REPAIR 1		

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CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 05:31pm

The Reynolds and Reynolds Company ERARTS114E GC50D160 Q (10/14)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

43 AUTO CENTER DRIVE
IRVINE, CA 92618
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B.A.R. # ARD-080698

TC MOTORSPORTS
Quick Lane

DEALER CODE	P & A CODE
71D069	05556
54T170	

CELL: [redacted]

CUSTOMER NO. [redacted]	ADVISOR ERIC CERVANTES 4884	TAG NO. [redacted]	INVOICE DATE 02/24/17 / INVOICE NO. [redacted]
[redacted]	LICENSE NO. [redacted] / MILEAGE 7,[redacted]1		COLOR OXFORD WHT/ / STOCK NO. FC352499
IRVINE, CA [redacted]	YEAR / MAKE / MODEL 15/FORD TRUCK/TRANSIT CONNECT/LWB XL		DELIVERY DATE 07/02/16 / DELIVERY MILES 13
NA	VEHICLE I.D. NO. NMOLS7E73F[redacted]		SELLING DEALER NO. 1 / PRODUCTION DATE
RESIDENCE PHONE [redacted] / BUSINESS PHONE [redacted]	R.T.E. NO. / P.O. NO. / COMMENTS		R.O. DATE 02/17/17

MO: 7441

TOTALS----------

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] OTHER [ ] CHARGE
* DATE / /
****

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TOTAL LABOR....	[redacted]0
TOTAL PARTS....	[redacted]0
TOTAL SUBLET...	[redacted]0
TOTAL G.O.G....	[redacted]0
TOTAL MISC CHG.	[redacted]0
TOTAL MISC DISC	[redacted]0
TOTAL TAX.....	[redacted]0
TOTAL INVOICE $	[redacted]0

CUSTOMER SIGNATURE

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[END OF INVOICE] 05:31pm

This Reynolds and Reynolds Company, ERA/NTS/14E GQ50D100 Q (10/14)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

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TC MOTORSPORTS Quick Lane

DEALER CODE	P & A CODE
71D069	05556
54T170	

[redacted]

CELL: [redacted]

CUSTOMER NO. [redacted]	ADVISOR ERIC CERVANTES 4884	TAG NO. [redacted]	INVOICE DATE 02/24/17
[redacted]	LICENSE NO. [redacted]	MILEAGE 7,4[redacted]1	COLOR OXFORD WHT/
IRVINE, CA [redacted]	YEAR / MAKE / MODEL 15/FORD TRUCK/TRANSIT CONNECT/LWB XL		DELIVERY DATE 07/02/16
NA	VEHICLE I.D. NO. NM0LS7E73F[redacted]		SELLING DEALER NO. 1
	R.T.E. NO.	R.O. NO.	R.O. DATE 02/17/17
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS	

INVOICE NO. [redacted]	
STOCK NO. FC352499	
DELIVERY MILES 13	
PRODUCTION DATE	

MO: 7441

JOB# 1 CHARGES

LABOR

J# [redacted] LIGHT LINE [redacted] TECH#3175 WARRANTY

CUSTOMER STATES THE SLIDING DOOR DRIVER SIDE HAD SLID OPEN
WHILE DRIVING, AROUND 70 MPH, CHECK AND ADIVSE
TECH#3175.CC.42.CP.126A27.L/SIDE REAR FAULTY LATCH ASSEMBLY
WOULD NOT LATCH AT TIMES.MI/7441 MO/7441
HAD TO ACCESS L/R SLIDING DOOR LATCH & REPLACE WOULDN'T LATC
H AT TIME & DOOR WOULD SLIDE OPEN.REPLACED LATCH & REASSEMBL
E & RETEST FOR CORRECT OPERATION.

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1		DT1Z-61264A27-E	LATCH			WARRANTY

TOTAL - PARTS 0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX F2CS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# [redacted] RENTAL VEHICLE [redacted] TECH#3299 WARRANTY

Added Operation (2ERICC @ 02/17/2017 08:46)
SUBMIT FOR TAP DAYS WARRANTY

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
	2174329	[redacted]	02/27/17	RENTAL	WARRANTY

TOTAL - SUBLET 0.00

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX F2CS JOB# 2 TOTAL 0.00

COMMENTS
INV 02-24. KS.
CPU 02-24. KS.

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SAT. 8:00 a.m. - 5:00 p.m.

POWER OF ATTORNEY

The undersigned, hereinafter called "Insured", for the consideration of repairs made to "Insured's" automobile, does hereby grant to said TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER Insured's power of attorney to sign or endorse any checks and/or drafts made payable to Insured, and any releases thereto as settlement for Insured's claim for damages to the above described automobile.

_____ X _____
(DATE) (INSURED)

_____ X _____
(DATE) (INSURED)

PROGRAM CODE(S)	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1		

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

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

"ALWAYS BRING YOUR CAR HERE FOR FACTORY AUTHORIZED PARTS & SERVICE"

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.

[CONTINUED ON NEXT PAGE]
05:31pm

The Reynolds and Reynolds Company ERAINTS16E GC0500109 Q (10/14)
SF858100 Q (02/11)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

43 AUTO CENTER DRIVE
IRVINE, CA 92618
(949) 472-5200
Visit our website @ www.tuttleclick.com
EPA # CAD981978364
B.A.R. # ARD-080698

TC MOTORSPORTS
Quick Lane

DEALER CODE	F & A CODE
71D069	05556
54T170	

[redacted]

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
[redacted]	ERIC CERVANTES 4884	[redacted]	02/24/17	[redacted]
[redacted]	LICENSE NO. [redacted] MILEAGE 7,4[redacted]		COLOR OXFORD WHT/	STOCK NO. FC352499
IRVINE, CA [redacted]	YEAR / MAKE / MODEL 15/FORD TRUCK/TRANSIT CONNECT/LWB [redacted]		DELIVERY DATE 07/02/16	DELIVERY MILES 13
	VEHICLE I.D. NO. N M 0 L S 7 E 7 3 F [redacted]		SELLING DEALER NO. 1	PRODUCTION DATE
NA	P.T.E. NO.	P.O. NO.	R. O. DATE 02/17/17	
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS		MO: 7441

TOTALS----------

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] OTHER [ ] CHARGE
* DATE / /
****

WE NOW OFFER 24MO/24K MILE LTD WARRANTY EXCLUDING MAINT & WEAR ITEMS. AND COMMERCIAL VEHICLES. SEE HANDOUT FOR DETAILS
****

* THE TUTTLE-CLICK AUTOMOTIVE GROUP WOULD LIKE YOUR PERMISSION TO CONTACT YOU USING THE PHONE NUMBER YOU PROVIDED. BY SIGNING THIS FORM, YOU AGREE TO RECEIVE AUTOMATED TEXTS AND/OR PRE-RECORDED VOICE MESSAGE AT THE NUMBER PROVIDED ON THIS FORM. THIS MAY INCLUDE RELEVANT SALES, SERVICE, MARKETING AND/OR OTHER GENERAL INFORMATION *

TOTAL LABOR....	0.[redacted]
TOTAL PARTS....	0.[redacted]
TOTAL SUBLET...	0.[redacted]
TOTAL G.O.G....	0.[redacted]
TOTAL MISC CHG.	0.[redacted]
TOTAL MISC DISC	0.[redacted]
TOTAL TAX.....	0.[redacted]
TOTAL INVOICE $	**0.[redacted]**

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

IMPORTANT

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
AUTHORIZED SIGNATURE & DATE

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

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FOR YOUR CONVENIENCE.
SERVICE PARTS AND COLLISION CENTER HOURS.
MON. - FRI. 7:00 a.m. - 7:00 p.m.
SAT. 8:00 a.m. - 5:00 p.m.

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

SF558100 Q (08/11)

"ALWAYS BRING YOUR CAR HERE FOR FACTORY AUTHORIZED PARTS & SERVIC
NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BA[redacted]

The Reynolds and Reynolds Company ERAUNTSV4E GQ3500109 Q (10/14)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

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IRVINE, CA 92618
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EPA # CAD981978364
B.A.R. # ARD-080698

TC MOTORSPORTS
Quick Lane

DEALER CODE	P & A CODE
71D069	05556
54T170	

[redacted]

CUSTOMER NO. [redacted]	ADVISOR ERIC CERVANTES 4884	TAG NO. [redacted]	INVOICE DATE 03/06/17
[redacted]	LICENSE NO. [redacted]	MILEAGE 7,7[redacted]3	COLOR OXFORD WHT/
IRVINE, CA [redacted]	YEAR / MAKE / MODEL 15/FORD TRUCK/TRANSIT CONNECT/LWB XL		STOCK NO. FC352499
NA	VEHICLE I.D. NO. N M 0 L S 7 E 7 3 F [redacted]		DELIVERY DATE 07/02/16
	F.T. E. NO.	P.O. NO.	DELIVERY MILES 13
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS	SELLING DEALER NO. 1
			R.O. DATE 03/03/17
			PRODUCTION DATE

CELL: [redacted]

MO: 7743

JOB# 1 CHARGES----------

LABOR----------

[redacted] TECH#3175 WARRANTY

CUSTOMER STATES THE DOOR AJAR LIGHT COMES ON WHEN
HE DRIVING OVER 70 MPH.SEE HISTORY.
TECH#3175 WAS NOT ABLE TO VERIFY CONCERN AT ALL.NPF AT THIS
TIME.MI/7743 MO/7754
PERFORM IDS TEST & MONITOR DOOR AJAR SYS & CK FOR CODES.
NO CODES & TEST DROVE VAN ON FWY WITH A/C ON & RADIO ON
& NEVER GOT SYS TO ACT UP.ALSO TEST DROVE WITH WRITER
SYS MUST ACT UP OR PUT OUT CODES SO WE CAN DIAG CORRECLY.
DROVE VAN NUMEROUS TIMES & NEVER GOT DOOR AJAR LIGHT TO
COME ON.

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX F2CS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------

[redacted] TECH#3175 WARRANTY

CHECK AND SET TIRE PRESSURE TO FACTORY SPECIFICATIONS
TIRE PRESSURE
44F 48R
CHECKED AND SET TIRE PRESSURE TO FACTORY SPECIFICATIONS

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX F2CS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------

LABOR----------

[redacted] TECH#3200 WARRANTY

SUBMIT FOR TAP DAYS

SUBLET-----PO#--------VEND INV#-INV.DATE-DESCRIPTION----------

2175024 [redacted] 03/07/17 2 DAYS AT 30 WARRANTY

TOTAL - SUBLET 0.00

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX F2CS JOB# 3 TOTAL 0.00

COMMENTS----------
INVOICED 1345
3-6-17

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AUTHORIZED SIGNATURE & DATE

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SERVICE PARTS AND COLLISION CENTER HOURS.
MON. - FRI. 7:00 a.m. - 7:00 p.m.
SAT. 8:00 a.m. - 5:00 p.m.

POWER OF ATTORNEY

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(DATE) (INSURED)

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REPAIR 1		

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CUSTOMER COPY

[CONTINUED ON NEXT PAGE]

05:31pm

The Reynolds and Reynolds Company ERWTS14E GQ5500100 Q (10/14)

3F65R100 Q (08/11)

RQ19-005-83674 000134 LC

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

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IRVINE, CA 92618
(949) 472-5200
Visit our website @ www.tuttleclick.com
EPA # CAD981978364
B.A.R. # ARD-080698

TCMOTORSPORTS
Quick Lane

DEALER CODE	P & A CODE
710069	05556
54T170	

[redacted]

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
[redacted]	ERIC CERVANTES 4884	[redacted]	03/06/17	[redacted]
[redacted]	LICENSE NO. [redacted] MILEAGE 7,7[redacted]3		COLOR @XFORD WHT/	STOCK NO. FC352499
IRVINE, CA [redacted]	YEAR / MAKE / MODEL 15/FORD TRUCK/TRANSIT CONNECT/LWB [redacted]L		DELIVERY DATE 07/02/16	DELIVERY MILES 13
NA	VEHICLE I.D. NO. N M 0 L S 7 E 7 3 F [redacted]		SELLING DEALER NO. 1	PRODUCTION DATE
RESIDENCE PHONE [redacted]	F.T.E. NO. / P.O. NO.	COMMENTS	R. O. DATE 03/03/17	
BUSINESS PHONE [redacted]				MO: 7743

TOTALS----------

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] OTHER [ ] CHARGE
* DATE / /
****

WE NOW OFFER 24MO/24K MILE LTD WARRANTY EXCLUDING MAINT & WEAR ITEMS, AND COMMERCIAL VEHICLES. SEE HANDOUT FOR DETAILS
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TOTAL LABOR....	0[redacted]
TOTAL PARTS....	0[redacted]
TOTAL SUBLET...	0[redacted]
TOTAL G.O.G....	0[redacted]
TOTAL MISC CHG.	0[redacted]
TOTAL MISC DISC	0[redacted]
TOTAL TAX.....	0[redacted]
TOTAL INVOICE $	**0[redacted]**

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

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I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
AUTHORIZED SIGNATURE & DATE

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PROGRAM CODE(S)	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1		

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

SF658100 O (08/11)

"ALWAYS BRING YOUR CAR HERE FOR FACTORY AUTHORIZED PARTS & SERVIC
NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BA[redacted]K.

CUSTOMER COPY
[END OF INVOICE] 05:31pm

The Reynolds and Reynolds Company ERA/NTS/SE GC5001090 O (10/14)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

43 AUTO CENTER DRIVE
IRVINE, CA 92618
(949) 472-5200
Visit our website @ www.tuttleclick.com
EPA # CAD981978364
B.A.R. # ARD-080698

TC MOTORSPORTS
Quick Lane

DEALER CODE	R & A CODE
71D069	05556
54T170	

[redacted]

PICK ON 4/14/17

CELL: [redacted]

CUSTOMER NO. [redacted]	ADVISOR ERIC CERVANTES 4884	TAG NO. [redacted]	INVOICE DATE 03/24/17
[redacted]	LICENSE NO. [redacted]	MILEAGE 8,8[redacted]	COLOR OXFORD WHT/
IRVINE, CA [redacted]	YEAR / MAKE / MODEL 15/FORD TRUCK/TRANSIT CONNECT/LWB		DELIVERY DATE 07/02/16
	VEHICLE I.D. NO. N M 0 L S 7 E 7 3 F [redacted]		SELLING DEALER NO. 1
NA	R. T. E. NO.	P. O. NO.	R. O. DATE 03/20/17
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS	

INVOICE NO. [redacted]
STOCK NO. FC352499
DELIVERY MILES 13
PRODUCTION DATE
MO: 884[illegible]

JOB# 1 CHARGES

LABOR

[redacted] WARRANTY

CUSTOMER STATES THE DOOR AJAR LIGHT COMES ON, AND THE DOOR HAD OPEN ITSELF, CHECK AND ADVISE
TECH#3175.FAULTY R/F DOOR LATCH WOULD COME OPEN BY IT'S SELF.MI/8843 MO/8853
PERFORM IDS TEST & TEST DRIVE WITH IDS MONITORING DOOR AJAR SYS.NEVER GOT LIGHT TO COME ON OR DOOR TO COME OPEN BUT CUSTOMER SAYS IT COMES OPEN BY IT SELF ALL THE TIME.WAS NOT ABLE TO VERIFY.REPLACED R/SIDE SLIDING DOOR LATCH AS SAFTY CONCERN ONLY.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	DTL[illegible]-61264A26-H	LATCH			WARRANTY

TOTAL - PARTS 0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX F2CS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

[redacted] WARRANTY

SUBMIT FOR TAP DAYS WARRANTY SAFETY

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION		
	2175727			RENTAL		WARRANTY

TOTAL - SUBLET 0.00

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX F2CS JOB# 2 TOTAL 0.00

COMMENTS
INVOICED 1249 3-24-17

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X _____
AUTHORIZED SIGNATURE & DATE

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SAT. 8:00 a.m. - 5:00 p.m.

POWER OF ATTORNEY

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_____ X _____
(DATE) (INSURED)

_____ X _____
(DATE) (INSURED)

PROGRAM CODE(S)	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1		

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CUSTOMER COPY
[CONTINUED ON NEXT PAGE] 12:49pm

The Reynolds and Reynolds Company ERAINTS14E GQ5001DB Q (10/14)

SF656100 Q (08/11)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

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TC MOTORSPORTS
Quick Lane

DEALER CODE	T & A CODE
71D069	05556
54T170	

CELL: [redacted]

CUSTOMER NO. [redacted]	ADVISOR ERIC CERVANTES 4884	TAG NO. [redacted]	INVOICE DATE 03/24/17
[redacted]	LICENSE NO. [redacted]	MILEAGE 8,8[redacted]3	COLOR OXFORD WHT/
IRVINE, CA [redacted]	YEAR / MAKE / MODEL 15/FORD TRUCK/TRANSIT CONNECT/LWB-L		DELIVERY DATE 07/02/16
NA	VEHICLE I.D. NO. NM0LS7E73F[redacted]		SELLING DEALER NO. 1
	R.T.E. NO.	R.O. NO.	R.O. DATE 03/20/17
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS	

INVOICE NO. [redacted]
STOCK NO. FC352499
DELIVERY MILES 13
PRODUCTION DATE
MO: 884[redacted]

TOTALS----------

TOTAL LABOR....	0
TOTAL PARTS....	0
TOTAL SUBLET...	0
TOTAL G.O.G....	0
TOTAL MISC CHG.	0
TOTAL MISC DISC	0
TOTAL TAX.....	0
TOTAL INVOICE $	**0**

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] OTHER [ ] CHARGE
* DATE / /
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(DATE) X (INSURED)

(DATE) X (INSURED)

PROGRAM CODE(S)	APPROVAL CODE OR NO.	COMMITMENT CODE
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CUSTOMER COPY

[END OF INVOICE] 12:49pm

The Reynolds and Reynolds Company (FRANTS146 - GQS00109 Q (10/14)

SF658100 Q (09/11)

TUTTLE CLICK

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

43 AUTO CENTER DRIVE
IRVINE, CA 92618
(949) 472-5250
Visit our website @ www.tuttleclick.com

Ford LINCOLN

MON.-FRI. 7:00 A.M. - 7:00 P.M. SAT. 8:00 A.M. - 5:00 P.M.
EPA # CAD981978364
B.A.R. # ARD-080698
LINCOLN DEALER CODE -54T170
FORD DEALER CODE -71D069
STATE REG# AH-080698

Certified First

I-CAR GOLD CLASS

SERVICE HISTORY

CELL: [redacted]

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
03/20/17	670199	8843	4884	3175	W	12FOZ	LIGHT LINE
				3299	W	69FOZ	RENTAL VEHICLE
03/03/17	664977	7743	4884	3175	W	12FOZ	LIGHT LINE
				3175	I	12FOZTIREPSI	CHECK TIRE PRESSURE
02/17/17	660144	7441	4884	3299	W	69FOZ	RENTAL VEHICLE
				3175	W	12FOZ	LIGHT LINE

SERVICE

SALESPERSON NO. 4280 MARK VISTAUNET

VEHICLE ID NO. NM0LS7E73F[redacted]
[redacted]
IRVINE, CA [redacted]
NA

YEAR / MAKE / MODEL: 15/FORD TRUCK/TRANSIT CONNECT/LWB X
STOCK NO.: FC352499
LICENSE NO.: [redacted]
R.O. NO.: [redacted]
CUSTOMER NO.: [redacted]
SERVICE CONTRACT: PARTNERS
DELIVERY DATE: 07/02/16
DELIVERY MILES: 13
SELLING DEALER NO.: 1
R.O. DATE: 04/10/17
COLOR: OXFORD WHT/
CONTRACT NO.: [redacted]
EXPIRATION DATE: 07/02/23
EXPIRATION MILES: 100,000
TAG NO.: [redacted]
TURBO: FOZZ
M / MC
AIR COND.
P. S.
TRANS
MILEAGE: 8,518
ADVISOR NO.: 4914
PRODUCTION DATE

RESIDENCE PHONE: [redacted]
BUSINESS PHONE: [redacted]
TIME RECEIVED: 08:07am
LABOR RATE
DATE / TIME PROMISED: 04/10/17 04:00pm
PRIORITY: 4
APPOINTMENT ☐ Yes ☒ No
ADVISOR: RENATO RODRIGUES

I hereby authorize the repair work to be done along with the necessary materials. Tuttle-Click and its employees may operate vehicles for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on vehicle to secure the amount thereto.
"By law, you may choose another licensed Smog Check facility to perform any needed repairs or adjustments which the Smog Check indicates are necessary."
Tuttle-Click will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond its control.
SIGNED X _____
Twenty-five dollar per day storage charges may be imposed if vehicle is not picked up within two business days of notice of completion.

OUR LABOR CHARGES ARE BASED ON A FLAT RATE OR FLAT RATE MANUAL WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE PERFORMANCE OF SPECIFIC VEHICLE REPAIRS, AND WHICH MAY THEREFORE BE EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN INSTANCE.

PRELIMINARY ESTIMATE $
ENVIRONMENTAL SURCHARGE
OIL SERVICE DATE
MILEAGE OUT
DATE VEHICLE RELEASED TO RENTAL
DATE OWNER NOTIFIED OF REPAIR COMPLETION
SAVE REMOVED PARTS FOR CUSTOMER YES ☐ NO ☐

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO / MI	TOTAL
00FOZ-Q99P	MULTIPOINT INSPECT	MO	0.00

"I AUTHORIZE THE ABOVE REPAIR ORDER AND AGREE TO PAY ACCORDING TO THE TERMS ON THE REVERSE SIDE. I UNDERSTAND THAT MY VEHICLE WILL BE READY BY WITHIN _____ DAYS OF THE DATE SHOWN ABOVE IF I CHOOSE NOT TO AUTHORIZE THE SERVICES RECOMMENDED."

AUTHORIZED BY _____ SIGNATURE _____ DATE _____

REVISED ESTIMATE PARTS & LABOR

REVISED EST. PARTS & LABOR $ _____ Hazardous Waste $ _____ ESTIMATE DOES NOT INCLUDE TAX
BY _____
PERSON TALKED TO _____
PHONE _____ ☐ IN PERSON
DATE _____ TIME _____ ☐ PHONE

2ND REVISED ESTIMATE PARTS & LABOR

REVISED EST. PARTS & LABOR $ _____ Hazardous Waste $ _____ ESTIMATE DOES NOT INCLUDE TAX
BY _____
PERSON TALKED TO _____
PHONE _____ ☐ IN PERSON
DATE _____ TIME _____ ☐ PHONE

PROGRAM CODE(S)	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1		
DATE INSTALLED MO. DAY YR.	ACCRUED MILEAGE NO TENTHS	ORIGINAL R.O. NUMBER

JOB

LABOR INSTRUCTIONS

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X _____

COMMENTS:
3RD VISIT

[redacted] LIGHT LINE
CUSTOMER STATES RIGHT REAR SLIDE DOOR INOP, LATCH REPLACED BEFORE.

I TOLD RUD SERVICE ADVISOR WHY DON'T YOU PUT THAT YOU & YOUR MECHANIC COULDN'T OPEN SLIDE DOOR ON PASSENGER SIDE #6 AGAIN HE SHOULD HAVE.

RUD SERVICE MANAGER

TECH #	TECH NO. LAST 4 - SOC. SEC.
CUST. CONCERN CODE	
OPERATION	TIME	CONDITION

TECH #	TECH NO. LAST 4 - SOC. SEC.
CUST. CONCERN CODE	
OPERATION	TIME	CONDITION

TECH #	TECH NO. LAST 4 - SOC. SEC.
CUST. CONCERN CODE	
OPERATION	TIME	CONDITION

TECH #	TECH NO. LAST 4 - SOC. SEC.
CUST. CONCERN CODE	
OPERATION	TIME	CONDITION

Notice to Consumer: Please Read Warranty and Other Important Disclosures on reverse side.

SF25832 D (0/14) GM501680 The Reynolds and Reynolds Company ERAINTVOL14E
RQ19-005-83674 000138 LC

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B.A.R. # ARD-080698

TC MOTORSPORTS
Quick Lane

DEALER CODE	P & A CODE
71D069	05556
54T170	

[redacted]

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
[redacted]	RENATO RODRIGUES 4914	[redacted]	04/10/17	[redacted]
[redacted]	LICENSE NO. [redacted] MILEAGE 8,5[redacted]		COLOR OXFORD WHT/	STOCK NO. FC352499
IRVINE, CA [redacted]	YEAR/MAKE/MODEL 15/FORD TRUCK/TRANSIT CONNECT/LWB		DELIVERY DATE 07/02/16	DELIVERY MILES 13
	VEHICLE I.D. NO. N M 0 L S 7 E 7 3 F [redacted]		SELLING DEALER NO. 1	PRODUCTION DATE
NA	R.T.E. NO.	P.O. NO.	R.O. DATE 04/10/17	
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS		MO: 8518

JOB# 1 CHARGES----------

LABOR----------

[redacted] WARRANTY

CUSTOMER STATES RIGHT REAR SLIDE DOOR INOP. LATCH REPLACED BEFORE.
TECH#3175,CC,12.CP,25004.LOOSE FASTERS IN R/SIDE SLIDING DOOR.,MI/8518 MKO/8518
HAD TO INSPECT R/SIDE SLIDING DOOR,FOUND LOOSE RAIL/TRACK FASTENERS & WAS MAKING DOOR BIND UP WHEN SLIDING ROLLER WOULD HIT LOOSE FASTENERS.HAD TO REINSTALL & TIGHTEN LOOSE FASTENERS,THEN RETEST DOOR FOR CORRECT OPERATION.DOOR OPERATING FINE AFTER REPAIR WAS DONE.
HAD TO M-TIME TO TOTAL REPAIR.NO OPERATION IN BOOK FOR#25004

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX F2CS JOB# 1 TOTAL 0.00

COMMENTS----------
3RD VISIT

TOTALS----------

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] OTHER [ ] CHARGE
* DATE / /
****

WE NOW OFFER 24MO/24K MILE LTD WARRANTY EXCLUDING MAINT & WEAR ITEMS, AND COMMERCIAL VEHICLES. SEE HANDOUT FOR DETAILS

****
* THE TUTTLE-CLICK AUTOMOTIVE GROUP WOULD LIKE YOUR PERMISSION TO CONTACT YOU USING THE PHONE NUMBER YOU PROVIDED. BY SIGNING THIS FORM, YOU AGREE TO RECEIVE AUTOMATED TEXTS AND/OR PRE-RECORDED VOICE MESSAGE AT THE NUMBER PROVIDED ON THIS FORM. THIS MAY INCLUDE RELEVANT SALES, SERVICE, MARKETING AND/OR OTHER GENERAL INFORMATION *

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

CUSTOMER SIGNATURE

IMPORTANT

You may receive a service questionnaire from Ford Motor Co. in the next few weeks. If for any reason you cannot give us *"COMPLETELY SATISFIED"* please contact the Customer Relations Center or your Service Advisor immediately! Your satisfaction is our # 1 concern at Tuttle-Click Ford Lincoln & Collision Center. Thank You

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
AUTHORIZED SIGNATURE & DATE

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

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON THE BACK. ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED. IF YOU HAVE SPECIAL ORDERED PARTS YOU WILL BE NOTIFIED UPON THEIR ARRIVAL.

"By law, you may choose another licensed Smog Check facility to perform any needed repairs or adjustments which the Smog Check indicates are necessary."

FOR YOUR CONVENIENCE.
SERVICE PARTS AND COLLISION CENTER HOURS.
MON. - FRI. 7:00 a.m. - 7:00 p.m.
SAT. 8:00 a.m. - 5:00 p.m.

POWER OF ATTORNEY

The undersigned, hereinafter called "Insured", for the consideration of repairs made to "Insured's" automobile, does hereby grant to said TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER Insured's power of attorney to sign or endorse any checks and/or drafts made payable to Insured, and any releases thereto as settlement for Insured's claim for damages to the above described automobile.

_____ X _____
(DATE) (INSURED)

_____ X _____
(DATE) (INSURED)

PROGRAM CODE(S)	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1		

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

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

SP658100 Q (08/11)

"ALWAYS BRING YOUR CAR HERE FOR FACTORY AUTHORIZED PARTS & SERVICE"

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.

The Reynolds and Reynolds Company ERAINTS145 GO5500109 Q (10/14)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

43 AUTO CENTER DRIVE
IRVINE, CA 92618
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EPA # CAD981978364
B.A.R. # ARD-080698

TC MOTORSPORTS
Quick Lane

DEALER CODE	P.B.A CODE
71D069	05556
547170	

[redacted]

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
[redacted]	RENATO RODRIGUES 4914	[redacted]	04/10/17	[redacted]
	LICENSE NO. [redacted] MILEAGE 8,5[redacted]		COLOR OXFORD WHT/	STOCK NO. FC352499
[redacted]	YEAR / MAKE / MODEL 15/FORD TRUCK/TRANSIT CONNECT/LWB		DELIVERY DATE 07/02/16	DELIVERY MILES 13
IRVINE, CA [redacted]	VEHICLE I.D. NO. N M 0 L S 7 E 7 3 F [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	R.Y. E. NO.	P.O. NO.	R.O. DATE 04/10/17	
NA				
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS		MO: 8518

JOB# 1 CHARGES----------

LABOR----------

OPCODE SEQ# PART # DESCRIPTION HOURS SUGG. WARRANTY

CUSTOMER STATES RIGHT REAR SLIDE DOOR INOP, LATCH REPLACED BEFORE.
TECH#3175.CC,12.CP,25004.LOOSE FASTERS IN R/SIDE SLIDING DOOR..MI/8518 MKO/8518
HAD TO INSPECT R/SIDE SLIDING DOOR,FOUND LOOSE RAIL/TRACK FASTENERS & WAS MAKING DOOR BIND UP WHEN SLIDING ROLLER WOULD HIT LOOSE FASTENERS.HAD TO REINSTALL & TIGHTEN LOOSE FASTENERS,THEN RETEST DOOR FOR CORRECT OPERATION.DOOR OPERATING FINE AFTER REPAIR WAS DONE.
HAD TO M-TIME TO TOTAL REPAIR.NO OPERATION IN BOOK FOR#25004

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX F2CS JOB# 1 TOTAL 0.00

COMMENTS----------
3RD VISIT

TOTALS----------

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] OTHER [ ] CHARGE
* DATE / /
****

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

CUSTOMER SIGNATURE

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I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
AUTHORIZED SIGNATURE & DATE

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FOR YOUR CONVENIENCE,
SERVICE PARTS AND COLLISION CENTER HOURS.
MON. - FRI. 7:00 a.m. - 7:00 p.m.
SAT. 8:00 a.m. - 5:00 p.m.

POWER OF ATTORNEY

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(DATE) X (INSURED)

(DATE) X (INSURED)

PROGRAM CODE(S)	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1		

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

SF658100 Q (06/11)

"ALWAYS BRING YOUR CAR HERE FOR FACTORY AUTHORIZED PARTS & SERVICE"

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.

CUSTOMER COPY

[END OF INVOICE] 10:10a

The Reynolds and Reynolds Company ERHARTSR46 GQ5000199 Q (10/14)

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IRVINE, CA 92618
(949) 472-5200
Visit our website @ www.tuttleclick.com
EPA # CAD981978364
B.A.R. # ARD-080698

TCMOTORSPORTS Factory Certified
Quick Lane

DEALER CODE	P & A CODE
71D089	05556
54T170	

[redacted]

9-413-1051

CELL: [redacted]

CUSTOMER NO. [redacted]	ADVISOR: RENATO RODRIGUES 4914	TAG NO. [redacted]	INVOICE DATE: 04/12/17
[redacted]	LICENSE NO. [redacted]	MILEAGE: 8,5[illegible]	COLOR: OXFORD WHT/
IRVINE, CA [redacted]	YEAR / MAKE / MODEL: 15/FORD TRUCK/TRANSIT CONNECT/LWB		DELIVERY DATE: 07/02/16
	VEHICLE I.D. NO.: N M 0 L S 7 E 7 3 F [redacted]		SELLING DEALER NO.: 1
NA	F.T.E. NO.	P.O. NO.	R.O. DATE: 04/11/17
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS	

INVOICE NO. [redacted]
STOCK NO. FC352499
DELIVERY MILES 13
PRODUCTION DATE

MO: 8614

JOB# 1 CHARGES----------

LABOR----------

W/# [redacted] OPER LINE [redacted] WARRANTY

CUSTOMER GOT VEHICLE LAST NIGHT AND STATES LEFT REAR DOOR IS
OPENING WHILE DRIVING, CASE FOR FORD HOTLINE.
CUSTOMER TOOK PICTURE OF THE PASSENGER REAR DOOR AJAR
LIGHT
TECH#3175.CC.42.CP.264A26.R/R SLIDING DOOR LATCH.WAS NOT
ABLE TO DUPLICATE CONCERN AT ALL.MILES.8589.MO/8514
HAD TO REMOVE SLIDING DOOR PANEL & REINSPECT LATCH ASSEMBLY
& REASSEMBLE & THEN TAKE VAN FOR AN EXTENSIVE TEST DRIVE
OF 25 MILES ON FWY & STREETS.WAS NOT ABLE TO VERIFY DOOR
COMING OPEN & DOOR AJAR LIGHT COMING ON.SYS WAS OPERATING
FINE & DOOR NERVER CAME OPEN AT ANY TIME.DOOR MUST BE CLOSES
CORRECTLY.WITH REASONABLE FORCE.NO PROBLEM WAS FOUND AT THIS

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX F2CS JOB# 1 TOTAL 0

JOB# 2 CHARGES----------

LABOR----------

W/# [redacted] RENTAL VEHICLES [redacted] WARRANTY

Added Operation (2CRAIGW @ 04/11/2017 14:00)
SUBMIT FOR TAP DAYS

SUBLET-----PO#-------VEND INV#-INV.DATE-DESCRIPTION----------

2176796 WARRANTY RENTAL WARRANTY

TOTAL - SUBLET 0

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX F2CS JOB# 2 TOTAL 0

COMMENTS----------
2ND RO
INV 04-12. KS.

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
AUTHORIZED SIGNATURE & DATE

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FOR YOUR CONVENIENCE,
SERVICE PARTS AND COLLISION CENTER HOURS.
MON. - FRI. 7:00 a.m. - 7:00 p.m.
SAT. 8:00 a.m. - 5:00 p.m.

POWER OF ATTORNEY

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_____ X _____
(DATE) (INSURED)

_____ X _____
(DATE) (INSURED)

PROGRAM CODE(S)	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1		

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

"ALWAYS BRING YOUR CAR HERE FOR FACTORY AUTHORIZED PARTS & SERVICE"

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BAC

[CONTINUED ON NEXT PAGE] 11:05am

SERVICE ADVISOR'S INSTRUCTIONS TO TECHNICIAN

BF556103 C (06/11)

TUTTLE-CLICK FORD LINCOLN & COLLISION CENTER

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B.A.R. # ARD-080698

TC MOTORSPORT
Quick Lane

DEALER CODE	P & A CODE
71D069	05556
54T170	

[redacted]

CUSTOMER NO. [redacted]

[redacted]
IRVINE, CA [redacted]
NA

RESIDENCE PHONE [redacted] BUSINESS PHONE [redacted]

ADVISOR: RENATO RODRIGUES 4914 TAG NO. [redacted]
LICENSE NO. [redacted] MILEAGE 8,5[redacted]
YEAR / MAKE / MODEL: 15/FORD TRUCK/TRANSIT CONNECT/LWB
VEHICLE I.D. NO.: NM0LS7E73F[redacted]
R.T.E. NO. R.O. NO.
COMMENTS

CELL - [redacted]

INVOICE DATE: 04/12/17 INVOICE NO. [redacted]
COLOR: OXFORD WHT/ STOCK NO.: FC352499
DELIVERY DATE: 07/02/16 DELIVERY MILES: 13
SELLING DEALER NO.: 1 PRODUCTION DATE
R. O. DATE: 04/11/17

MO: 8614

TOTALS----------

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] OTHER [ ] CHARGE
* DATE / /
****

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TOTAL LABOR....	0.
TOTAL PARTS....	0.
TOTAL SUBLET...	0.
TOTAL G.O.G....	0.
TOTAL MISC CHG.	0.
TOTAL MISC DISC	0.
TOTAL TAX.....	0.
TOTAL INVOICE $	**0.**

CUSTOMER SIGNATURE

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SAT. 8:00 a.m. - 5:00 p.m.

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X _____ (DATE) (INSURED)

X _____ (DATE) (INSURED)

PROGRAM CODE(S)	APPROVAL CODE OR NO.	COMMITMENT CODE
SERVICE		

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

(SIGNED) DEALER, ADVISOR, FOREMAN OR AUTHORIZED PERSON (DATE)

"ALWAYS BRING YOUR CAR HERE FOR FACTORY AUTHORIZED PARTS & SERVICE"
NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BAC

CUSTOMER COPY
[END OF INVOICE] 11:05am

SF658100 D (08/11)

RQ19-005-83674 000142 LC



MERRITT WEBB

8910 Two Notch Road, Suite 400
Post Office Box 24109, Columbia, SC 29224
Telephone (803) 765-1150 / (800) 506-4055
Facsimile (803) 779-4822
Email scdocs@merrittwebb.com

W. Alexander Buergey

RECEIVED

November 14, 2017

Ford Motor Company
1 American Road
Dearborn, MI 48126

Re: [redacted]
Our File No.: [redacted]

Dear Sir or Madam:

I am writing this letter on behalf of [redacted] to pursue her claim for injuries to her minor daughter caused by the defective door on her 2014 Ford Fiesta opening without warning. This injury occurred after several, repeated attempts by [redacted] to resolve this issue with your company. Please contact this office at your earliest convenience regarding this matter.

Thank you for your prompt attention to this matter.

Very truly yours,

Merritt, Webb, Wilson & Caruso, PLLC

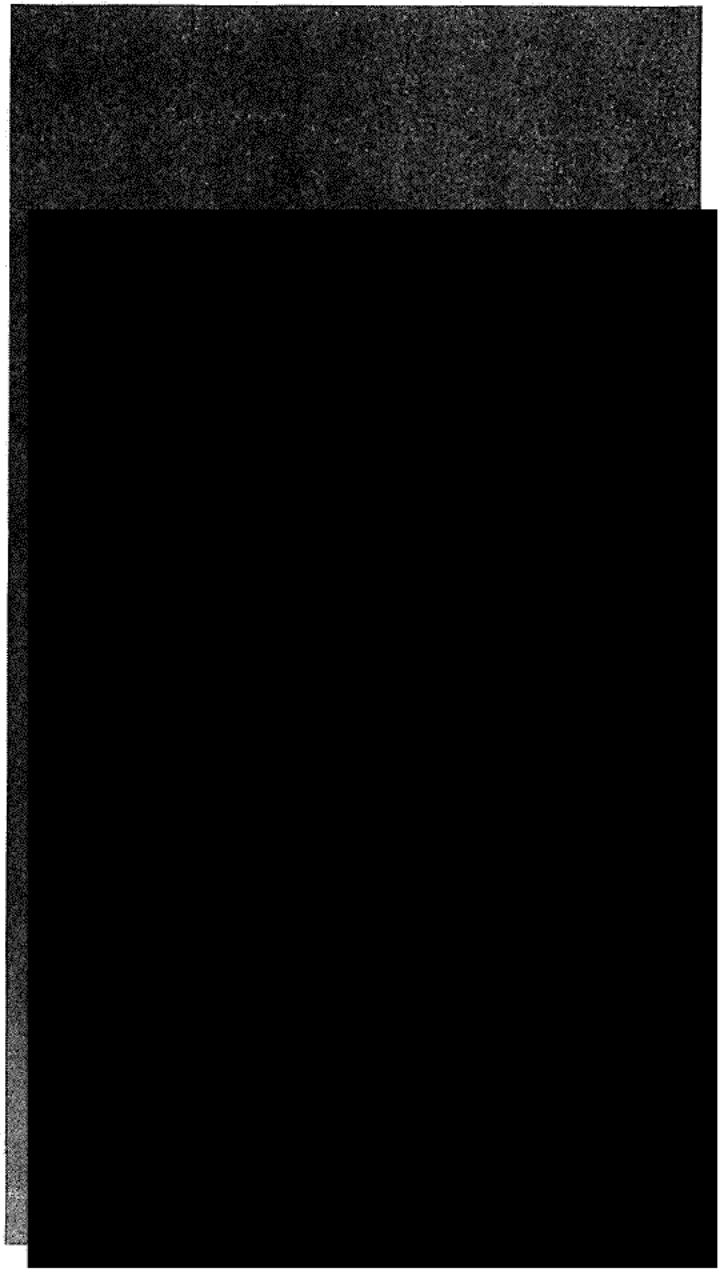
[redacted]

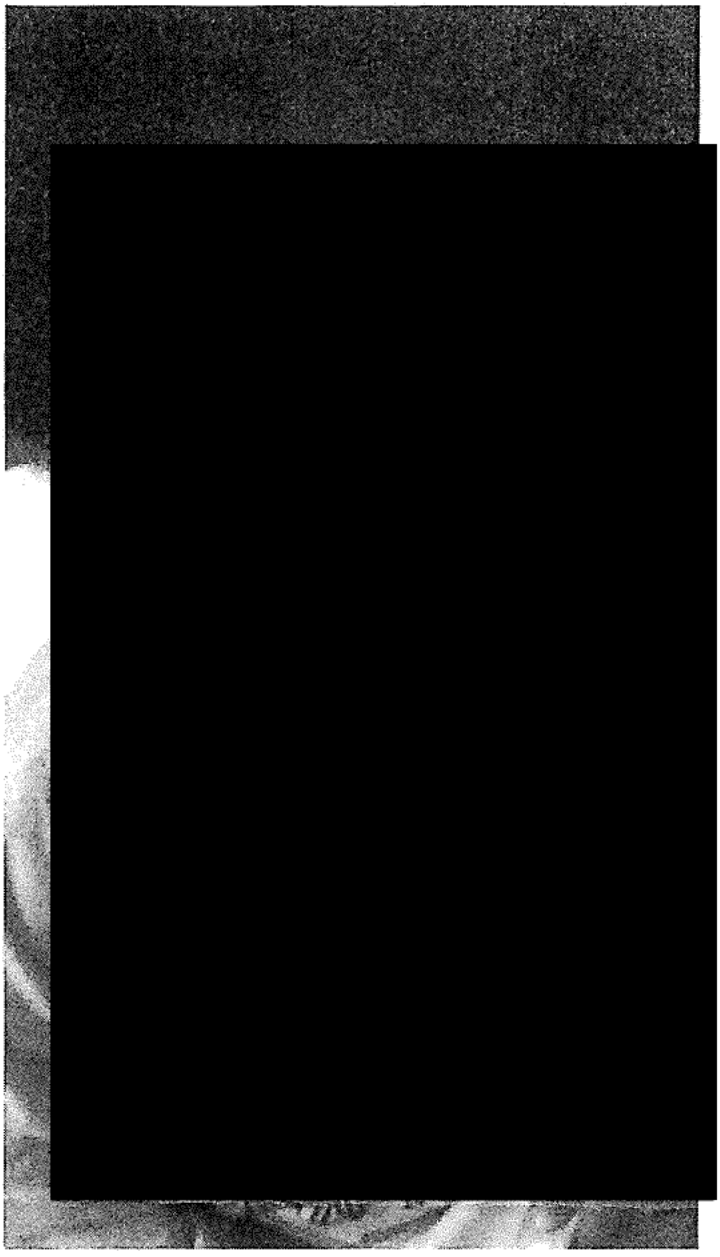
W. Alexander Buergey
Attorney at Law

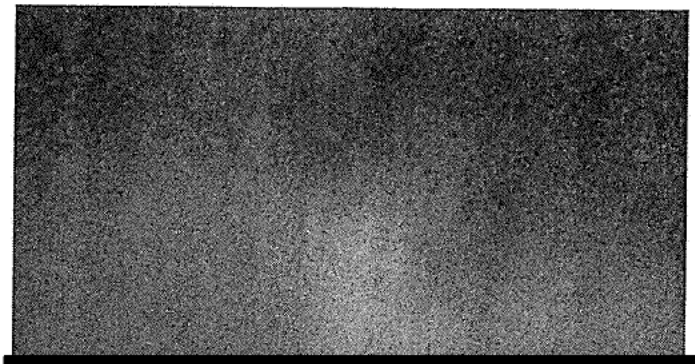
Enclosures
cc: [redacted] (via email)

RQ19-005-83674 000194 LC

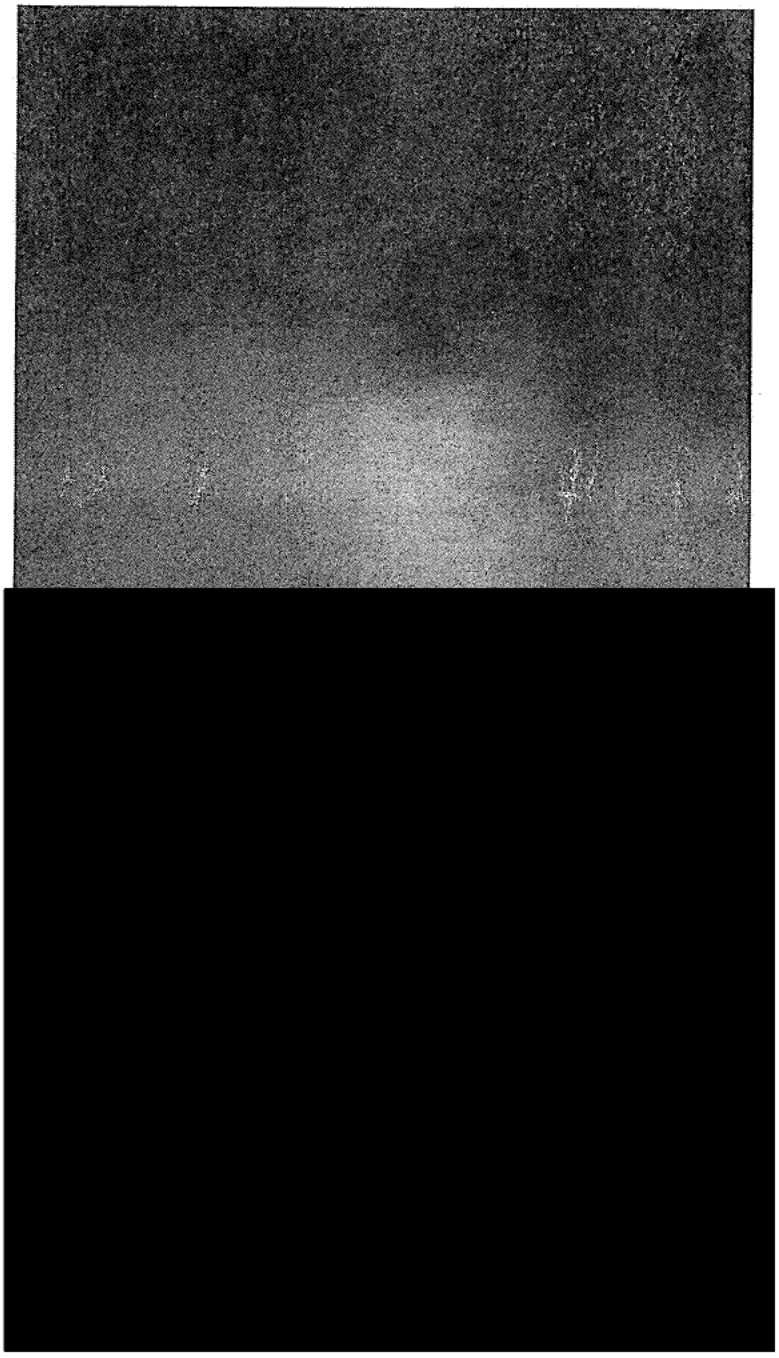








[redacted]



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RO	Tag	Advisor	Added	License	VIN
37561	[redacted]	883 Barry J Drummond	06/27/15 11:23	SC TAG	3FADP4BJ3 EM[redacted]

Customer Information

[redacted]Miss)
[redacted]
Brunson, SC [redacted]

Cell: [redacted]
Home:
Reservation: 025 06/29/15 11:30

HAMPTON
[redacted]

Vehicle Information

14 FORD FIESTA 4DR SDN SE Odometer: 49026
ENGINE-1.6L DURATEC DOHC I-4
Dates: Production: 05/09/13 Inservice: 08/15/13 Sold: 08/15/13 SLSP: 740
Last Svc: Client: 37L001 Date: 07/29/13 Adv: TOP Odom: 5

Ln	Type	Operation	Customer Concern	Hr./Qty
24	CWO	99P	PERFORM 21 POINT MULTI-POINT INSPECTION SPG	
40	W		15816 DOOR LATCH REPLACEMENT	
51*	W		CUSTOMER STATES DOOR IS NOT LATCHING CAME OPEN AS I WAS DRIVING HOME WITH MY CHILDREN IN THE BACK SEAT. CAR SHUDDERS WHEN YOU TAKE OFF AND JERKS HORRIBLY. BRINGING IT TO YOUR SERVICE DEPARTMENT FIRST THING IN THE MORNING. CANNOT DRIVE NEED REPLACEMENT VEHICLE.	
52	W		Customer states veh has a shudder when accell too HWY SPEEDS SK 12	
53	W		RENTAL	

"I hereby authorize the repair work above 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 hereon 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 hereto."

X

WSO2004

CUSTOMER

DISCLAIMER OF WARRANTIES

Any warranties on products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes not authorizes any other person to assume for any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

RO	Tag	Advisor	Customer	VIN	Page
[redacted]	[redacted]	883 Barry J Drummond	[redacted] (Miss)	3FADP4BJ3 EM[redacted]	2

Vehicle: 14 FORD FIESTA 4DR SDN License: SC TAG

Sk/Hr/Tech: 12-0.1 123 15-0.1 500 06-0.1 500
** RO Re-Printed on 07/02/15 15:06:56 2 Times **

Additional Information

Dist: 1FA Fuel: UNL Estimated Completion: 06/29/15 09:00

Extended Warranty	Number	Month	Mileage	Deductible	Expires
FORD ESP	[redacted]	[redacted]	75000	[redacted]	

Last Service Performed

RO	Date	Odom	Adv	Tech	Hrs	Operation	Description
[redacted]	07/25/13	5	TOP	814	1.00	76FOZ	

Manufacturer's Recalls

14M01	TRANSMISSION CLUTCH SHUDDER / TRANSMISSION INPUT SHAFT SEAL WARRA
14B03	FUEL ECONOMY CUSTOMER SATISFACTION
14M02	TRANSMISSION CONTROL MODULE EXTENDED WARRANTY COVERAGE
15S16	DOOR LATCH REPLACEMENT

"I hereby authorize the repair work above 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."

X

UCSBE G04

CUSTOMER

----------QUASIS RESULT----------

----------ACCURATE REPAIR NOTIFICATIONS----------
5-0120 : SEND IDS SHUDDER FILES FOR DPS6 CLUTCH CLEANING OR REPLACEMENT. SEE
4-0132 : FOR CONCERNS WITH FUEL NOZZLE INSERTION OR REMOVAL SEE TSB
4-0101 : FOR ENGINE NOISE CONCERNS FROM THE TIMING BELT COVER SEE TSB

----------VEHICLE INFO----------
EHICLE DESC: 2014 B299 MCA FNA BODY STYLE: 4 DOOR SEDAN-4 LI
NGINE: 1.6L TIVCT PFI Sigma TRANSMISSION: 6 Speed Auto Tr
NGINE CALIBRATION: ECT1A10A AXLE CODE: GG
XLE RATIO: WHEEL BASE:
HEEL SIZE: 6.0 X 15 ALLOY WHEELS FRONT TIRE: 185/60R15 H AS
AINT COLOR: STERLING GRAY METALLIC RADIO:
ROSS VEHICLE WEIGHT: 3620 LB. GVW
NC VERSION: V3 G VHR ACTIVATED: N

----------WARNING MESSAGES----------

----------GENERAL WARNING INFORMATION----------
ARRANTY START DATE: 20130815 BUILD DATE: 20130509 SALE MILEAGE: 00027

----------OUTSTANDING FIELD SERVICE ACTIONS----------
4M01 - TRANSMISSION CLUTCH SHUDDER / TRANSMISSION INPUT SHAFT SEAL WARR
4M02 - TRANSMISSION CONTROL MODULE EXTENDED WARRANTY COVERAGE

----------EXTENDED COVERAGES----------
968 - USA 2013 NEW 60/75,000 PREMIUMCARE W/ROADSIDE
TANDARD DEDUCTIBLE: 100 U OWNER NAME: [redacted]
PTIONS:
XPIRATION DATE: 08/15/2018 DISTANCE: 75000
ENTAL: 30 UP TO 10 DAYS TOWING: 0 USD
ONTRACT SOLD BY: USA 04927
SP CONTRACT START DATE: 08/15/2013 OWNER OF VEHICLE MUST MATCH OWNER NAME ON OA
IS FOR COVERAGE TO APPLY.

----------MARKETING MESSAGES----------

----------SYMPTOM CODE INFORMATION----------

----------SPECIAL SERVICE MESSAGES----------

----------TECHNICAL SERVICE BULLETINS----------1-5

----------ESP PART NUMBER INFORMATION----------

----------REPAIR HISTORY----------
EALER: O. C. Welch Ford Lincoln, Inc REPAIR DATE: 20151017
ARRANTY CLAIM: [redacted] ODOMETER: 057480
ERFORM 15B22 TRANSMISSION CONTROL MODULE REPROGRAMMING

EALER: O. C. Welch Ford Lincoln, Inc REPAIR DATE: 20151017
ARRANTY CLAIM: [redacted] ODOMETER: 057480

ARRANTY CLAIM: [redacted] ODOMETER: 049026
EST DRIVE TO CONFIRM CUSTOMER CONCERN. SLIGHT SHUDDER FELT WHILE ACCELERATI
. REPROGRAMMED PCM AND TCM. PERFORMED ADAPTIVE LEARNING AND RETEST. PPT A
ART: 7B546 DISC ASY-CLUTCH QUANTITY: 000 LABOR OP:150090H
ONDITION: 14 - SURFACE ROUGH/UNEVEN

APPT.

[redacted]

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RO	Tag	Advisor	Added	License	VIN
[redacted]	[redacted]	883 Barry J Drummond	12/28/15 10:36	SC TAG	JFADP4BJJ EM[redacted]

Customer Information

[redacted] (Miss),
[redacted]
Brunson, SC [redacted]

Cell: [redacted]
Work:
Reservation: 025 12/28/15 10:30

HAMPTON
[redacted]

Vehicle Information

USED CAR DEPT

14 FORD FIESTA 4DR SDN SE
Odometer: 43807
ENGINE-1.6L DURATEC DOHC I-4
Dates: Production: 05/09/13 Inservice: 08/15/13 Sold: 08/15/13 SLSP: 140
Last Svc: Client: 37L001 Date: 07/16/15 Adv: 883 Odom: 40038 Daily Avg: 70 Month Avg: 2100

Ln	Type	Operation	Customer Concern	Hr./Qty
24	CWO	99P	PERFORM 21 POINT MULTI-POINT INSPECTION	3PG
51*	W		VEHICLE SEEMS TO HAVE EXCESSIVE SHUTTER ON ACCELERATION. CHECK & ADVISE.	
52	VC		AUX PORT INOP. CHECK & ADVISE.	500
		Sk/Hr/Tech:	12-0.1 08-0.1	

Additional Information

Dist: 1FA Fuel: UNL Estimated Completion: 12/28/15 11:00

I hereby authorize the work above 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. I also agree that you are not responsible for the unavailability of parts or delays in said 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 charges for repairs thereto.

DATE [redacted]

Ex [redacted]

☐ STOCK ☐ GW ☐ EMERG

CUSTOMER

1-BV02 783546 F

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Any warranties on products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes not authorizes any other person to assume for any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

RO	Tag	Advisor	Customer	VIN	Page
[redacted]		883 Barry J Drummond	[redacted] (Miss)	3FADP4BJ3 EM[redacted]	1

Vehicle: 14 FORD FIESTA 4DR SDN License: SC TAG

Last Service Performed

RO	Date	Odom	Adv	Tech	Hrs	Operation	Description
62918	10/17/15	57480			.00	15B32E	
C37561	06/27/15	49038	883	500	.00	599	COMPLETED 21 POINT MULTI-POINT INSPECTION
W37561	06/27/15	49038	883	500	.00	SEEJOB51	SEE JOB 51
				500	1.10	MTHOLD	R&R LATCH

Manufacturer's Recalls

14M01	TRANSMISSION CLUTCH SHUDDER / TRANSMISSION INPUT SHAFT SEAL WARRA
14M02	TRANSMISSION CONTROL MODULE EXTENDED WARRANTY COVERAGE

I hereby authorize the repair work above 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.

X

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RO	Tag	Advisor	Added	License	VIN
[redacted]	[redacted]	026 Michael Schum	01/08/16 15:43	GA TEMP	3FADP4BJ3 EM[redacted]

Customer Information

[redacted] (Miss)
[redacted]
Brunson, SC [redacted]
HAMPTON
[redacted]

Cell:
Work: [redacted]

Vehicle Information

B56

14 FORD FIESTA 4DR SDN SE
ENGINE-1.6L DURATEC DOHC I-4 Stock No: UEEC068A
Dates: Production: 05/09/13 Inservice: 08/15/13 Sold:
Last Svc: Client: 3TL001 Date: 12/31/15 Adv: 003 Odom: 62885

Odometer: 62886
Inv Acct: 1350

Ln	Type	Operation	Customer Concern	Hr./Qty
24	CWO	99P	PERFORM 21 POINT MULTI-POINT INSPECTION SPG	
51*	I		GUEST STATES REPAIR RIGHT SIDE VIEW MIRROR. SK 07	
		Sk/Hr/Tech:	07-1.0	

Additional Information

Dist: 1FA Fuel: UNL Estimated Completion: 01/09/16 13:00

Comment

Possible recheck. Last Serviced 12/31/15

[redacted] Needs [redacted]
$425.00 total/ Bill

"I hereby authorize the repair work above 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 reasonable control. I authorize the use of parts or assemblies which may be remanufactured 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 inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

PART WAS ORDERED

☐ STOCK ☐ EW ☐ EMERG

D26 Z 17682 E TUESDAY

X

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RO	Tag	Advisor	Customer	VIN	Page
[redacted]	[redacted]	026 Michael Schum	[redacted] (Miss)	3FADP4BJ3 EM[redacted]	2

Vehicle: 14 FORD FIESTA 4DR SDN License: GA TEMP

Last Service Performed

RO	Date	Odom	Adv	Tech	Hrs	Operation	Description
W49986	12/28/15	62885	883	500	.00	PARTSORDERE	.
				500	.00	DIAG	RECOMMEND R&I PORT AND RECONFIGURING WIRIN
C49906	12/28/15	62885	883	500	.00	99P	COMPLETED 21 POINT MULTI-POINT INSPECTION
I50098	12/29/15	62884	736	123	4.00	INSPECTION	REPLACED FRONT BRAKE PADS AND TURNED ROTOR

Manufacturer's Recalls

14M01	TRANSMISSION CLUTCH SHUDDER / TRANSMISSION INPUT SHAFT SEAL WARRA
14M02	TRANSMISSION CONTROL MODULE EXTENDED WARRANTY COVERAGE

"I hereby authorize the repair work above to be done along with the necessary materials 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. Thereby 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."

X

SHOP

----------GUASIS RESULT----------

----------ACCURATE REPAIR NOTIFICATIONS----------
5-0120 : SEND IDS SHUDDER FILES FOR DPS6 CLUTCH CLEANING OR REPLACEMENT. SEE
1-0132 : FOR CONCERNS WITH FUEL NOZZLE INSERTION OR REMOVAL SEE TSB
1-0101 : FOR ENGINE NOISE CONCERNS FROM THE TIMING BELT COVER SEE TSB

----------VEHICLE INFO----------
EHICLE DESC: 2014 B299 MCA FNA BODY STYLE: 4 DOOR SEDAN-4 LI
NGINE: 1.6L TIVCT PFI Sigma TRANSMISSION: 6 Speed Auto Tr
NGINE CALIBRATION: ECT1A10A AXLE CODE: GG
XLE RATIO: WHEEL BASE:
HEEL SIZE: 6.0 X 15 ALLOY WHEELS FRONT TIRE: 185/60R15 H AS
AINT COLOR: STERLING GRAY METALLIC RADIO:
ROSS VEHICLE WEIGHT: 3620 LB. GVW
NC VERSION: V3 G VHR ACTIVATED: N

----------WARNING MESSAGES----------

----------GENERAL WARNING INFORMATION----------
ARRANTY START DATE: 20130815 BUILD DATE: 20130509 SALE MILEAGE: 00027

----------OUTSTANDING FIELD SERVICE ACTIONS----------
4M01 - TRANSMISSION CLUTCH SHUDDER / TRANSMISSION INPUT SHAFT SEAL WARR
4M02 - TRANSMISSION CONTROL MODULE EXTENDED WARRANTY COVERAGE

----------EXTENDED COVERAGES----------
968 - USA 2013 NEW 60/75,000 PREMIUMCARE W/ROADSIDE
TANDARD DEDUCTIBLE: 100 U OWNER NAME: [redacted]
PTIONS:
XPIRATION DATE: 08/15/2018 DISTANCE: 75000
ENTAL: 30 UP TO 10 DAYS TOWING: 0 USD
ONTRACT SOLD BY: USA 04927
SP CONTRACT START DATE: 08/15/2013 OWNER OF VEHICLE MUST MATCH OWNER NAME ON OA
S FOR COVERAGE TO APPLY.

----------MARKETING MESSAGES----------

----------SYMPTOM CODE INFORMATION----------

----------SPECIAL SERVICE MESSAGES----------

----------TECHNICAL SERVICE BULLETINS----------

----------ESP PART NUMBER INFORMATION----------

----------REPAIR HISTORY----------
EALER: O. C. Welch Ford Lincoln, Inc REPAIR DATE: 20151017
ARRANTY CLAIM: [redacted] ODOMETER: 057480
ERFORM 15B22 TRANSMISSION CONTROL MODULE REPROGRAMMING

EALER: O. C. Welch Ford Lincoln, Inc REPAIR DATE: 20151017
ARRANTY CLAIM: [redacted] ODOMETER: 057480

ARRANTY CLAIM: [redacted] ODOMETER: 049026

EST DRIVE TO CONFIRM CUSTOMER CONCERN. SLIGHT SHUDDER FELT WHILE ACCELERATI
. REPROGRAMMED PCM AND TCM. PERFORMED ADAPTIVE LEARNING AND RETEST. PPT A

ART: 7B546 DISC ASY-CLUTCH QUANTITY: 000 LABOR OP:150090H

ONDITION: 14 - SURFACE ROUGH/UNEVEN

Local Time: 27-JUNE-2015 / 11:28:32 AM

- **VEHICLE INFORMATION**

Additional Information

VEHICLE DESCRIPTION: 2014 FIESTA	VERSION/SERIES: MID VERSION - CAR	PAINT COLOR: Sterling Gray Metallic
BODY STYLE: 4 DOOR SEDAN-4 LITE	DRIVE TYPE: 2 WHL L/H FRONT DRIVE	PAINT CODE: UJ
ENGINE: 1.6L TIVCT PFI Sigma	AXLE RATIO	GROSS VEHICLE WEIGHT: 3620 LB. GVW
ENGINE CALIBRATION: ECT1A10A	AXLE CODE: GG	RADIO
TRANSMISSION: 6 Speed Auto Trans GFT DPS6	WHEEL SIZE: 6.0 X 15" Alloy Wheels	SYNC VERSION: V3 Gen1
FLEX FUEL: N	TIRE: 185/60R15 H AS	VHR ACTIVATED: N

- **NO WARNING MESSAGES FOUND FOR THIS VIN**

FMC360 Message

There has been an FMC360 case for this vehicle in the past 180 days

- **ACCURATE REPAIR NOTIFICATIONS**

ATTENTION TECHNICIANS AND SERVICE MANAGERS:
SEND IDS SHUDDER FILES FOR DPS6 CLUTCH CLEANING OR REPLACEMENT. SEE 15-0090
FOR CONCERNS WITH FUEL NOZZLE INSERTION OR REMOVAL SEE TSB 14-0132
FOR ENGINE NOISE CONCERNS FROM THE TIMING BELT COVER SEE TSB 14-0101

- **GENERAL WARRANTY INFORMATION**

New Vehicle Base Warranty

WARRANTY START DATE: 15-AUGUST-2013	BUILD DATE: 09-MAY-2013	RELEASE DATE: 16-JUNE-2013
SALE MILEAGE: 00027		

OUTSTANDING FIELD SERVICE ACTIONS

14M01 TRANSMISSION CLUTCH SHUDDER / TRANSMISSION INPUT SHAFT SEAL WARRANTY EXTENSION

14B03 FUEL ECONOMY CUSTOMER SATISFACTION

14M02 TRANSMISSION CONTROL MODULE EXTENDED WARRANTY COVERAGE

15S16 DOOR LATCH REPLACEMENT

- **EXTENDED COVERAGES**

Competitive make ESP part verification

0968 - USA 2013 NEW 60/75,000 PREMIUMCARE W/ROADSIDE

STANDARD DEDUCTIBLE: 100 USD	OWNER NAME: [redacted]	OPTIONS:
EXPIRATION DATE: 15-AUGUST-2018	DISTANCE: 75000	RENTAL. 30 UP TO 10 DAYS
	CONTRACT SOLD	ESP CONTRACT START

RO# 28402

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RO	Tag	Advisor	Added	License	VIN
[redacted]	[redacted]	883 Barry J Drummond	06/27/15 11:23	SC TAG	3FADP4BJ3 EM[redacted]

Customer Information

[redacted] (Miss)
Brunson, SC [redacted]
HAMPTON [redacted]
Cell: [redacted]
Home:
Reservation: 025 06/29/15 11:30

Vehicle Information

14 FORD FIESTA 4DR SDN SE
ENGINE-1.6L DURATEC DOHC I-4
Odometer: 19026
Dates: Production: 05/09/13 Inservice: 08/15/13 Sold: 08/15/13 SLSP: 740
Last Svc: Client: 37L001 Date: 07/29/13 Adv: TOP Cdcm: 5

Ln	Type	Operation	Customer Concern	Hr./Qty
24	CWC	99P	PERFORM 21 POINT MULTI-POINT INSPECTION SPG	
40	W		15S16 DOOR LATCH REPLACEMENT RR	
51*	W		CUSTOMER STATES DOOR IS NOT LATCHING CAME OPEN AS I WAS DRIVING HOME WITH MY CHILDREN IN THE BACK SEAT, ~~CAN SOUNDED WHEN YOU TAKE OFF AND DERAS HORRIBLE. BRINGING IT TO YOUR SERVICE DEPARTMENT FIRST THING IN THE MORNING. CANNOT DRIVE NEED REPLACEMENT VEHICLE.~~	
52	W		Customer states veh has a shudder when accell too HWY SPEEDS SK 12 14M01H	
53	W		RENTAL OLD PARTS HAVE BEEN RETURNED 26412	

"I hereby authorize the repair work above to be done along with the necessary materials 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 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."

ORDERED BY [redacted]
DATE PROMISED 7-2-15 / 300

BE82 542612B (LATCH ORDERED - CAME IN)

STOCK SVC ORDERED CUSTOMER



Case Print Report

Case Number [redacted]

Case Opened Date 9/11/2018 12:42 PM

Case Closed Date 9/11/2018 1:36 PM

Case Status Resolved

Case Last Modified 9/11/2018 1:37 PM

Responsible Team Tier 1 Inbound

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

Customer Name [redacted]

Customer Number [redacted]

[redacted]

THOUSAND OAKS CA [redacted]

Email

Dealer

VIN 1FADP5BU5DL[redacted]

Year 2013 **Make** FORD

Model C-MAX **Body Style** P5B - COMP SEL FHEV-ELECTRIC

Symptom

Level 1 Safe & Secure

Level 2 Latches/Locks

Level 3 Door

Level 4 Power Function

Case Print Report

Case Number [redacted]

Agent Name	Note Created On
Antonio Ferdinand	9/11/2018 1:02 PM

BCM; [redacted]

Cus Say :
cust called in got an accident. 2013 C-MAX Hybrid/Energi that happen just now. cust state that she din't filled a calim to the insurance company. cust stated she was a recall perfomm last january they not fixed the veh correctly. that the reasomn her door open while she driving.

Per Cus Dlr Say:
N/A

CRC Say :

1. Has the customer filed a claim with their insurance company? (Yes or No)

•If YES, continue with remaining questions.

•If NO, advise customer to contact their insurance company (No further questions are needed an escalation to OGC will not occur).
◦If customer does not have insurance, or is refusing to contact insurance - continue with remaining questions.

2. If a claim has been filed with their insurance company, what is the status of the claim?

3. Is the vehicle repairable?
NO

4. Were any injuries sustained? If yes, provide the first and last name of all injured parties.
NO

5. What are you seeking from Ford Motor Company?

6. What was the date of the accident?

7. What product defect is alleged to have caused the accident?

8. What is the city and state where the accident occurred?

9. Was a police report filed?

10. If a police report was filed, what were the findings?

Antonio Ferdinand	9/11/2018 1:06 PM

ADDITIONAL NOTES: cust doesn't want to proceed ask her a few question. cust wants to speaks a american supervisor.

Case Print Report

Case Number [redacted]

Jan Ibanez	9/11/2018 1:34 PM

TL Marian taking live sup call. Cust says that she's been on the phone for an hour and she already provided all of the information to the previous representative that she spoke with. Cust says that she hut her right risk and thinks that she has whiplash as well. Cust says that she needed to do a full break because the door opened accidentally. I advised that we need to forward this to OGC for further review. Cust says that she will get a lawyer becuase this is unacceptable. I advised that she should received a written response from OGC within 15 business days.

1. Has the customer filed a claim with their insurance company? (Yes or No)
-No
2. If a claim has been filed with their insurance company, what is the status of the claim?
-N/A
3. Is the vehicle repairable?
-Yes
4. Were any injuries sustained? If yes, provide the first and last name of all injured parties.
- [redacted]
5. What are you seeking from Ford Motor Company?
- Requesting for an authorization to have FMC cover the medical expenses that she will have
6. What was the date of the accident?
-09/11/2018
7. What product defect is alleged to have caused the accident?
-Failed Door Latch
8. What is the city and state where the accident occurred?
- Thousand Oaks, CA
9. Was a police report filed?
-No
10. If a police report was filed, what were the findings?
-N/A
11. What is the police report number and in what city and county was the report filed?
-N/A
12. What is the name and address of the customer's attorney (Ask this question only if the customer mentions they have sought/retained an attorney)?
-N/A
13. What mailing address would you like our Office of General Council to send your written response to (Document the full address)?
- [redacted] THOUSAND OAKS, CA [redacted]

No further Supervisor Escalation required. Closing Case

Jan Ibanez	9/11/2018 1:34 PM

**I advised the name, role and that this call is being recorded for quality and training purposes.

Case Print Report

Case Number [redacted]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Antonio Ferdinand	9/11/2018 12:43 PM	phonecall	CALL From - T11521#1
Antonio Ferdinand	9/11/2018 1:10 PM	phonecall	CALL To - 73022
Jan Ibanez	9/11/2018 1:36 PM	fmc_transferescalate	Transfer / Escalation
Jan Ibanez	9/11/2018 1:36 PM	fmc_closecase	Close Case
Jan Ibanez	9/11/2018 1:37 PM	incidentresolution	Case Resolution



CT Corporation

Service of Process Transmittal

12/13/2019
CT Log Number 536812536

TO: Chris Dzbanski
FORD MOTOR COMPANY
1 American Rd Whq 421-E6
Dearborn, MI 48126-2701

RE: **Process Served in Texas**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] Pltf. vs. [redacted] et al., Dfts. // To: Ford Motor Company
DOCUMENT(S) SERVED:	Citation, Petition
COURT/AGENCY:	407th Judicial District Court Bexar County, TX Case # [redacted]
NATURE OF ACTION:	Personal Injury - Vehicle Collision - [redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Dallas, TX
DATE AND HOUR OF SERVICE:	By Certified Mail on 12/13/2019 postmarked on 12/10/2019
JURISDICTION SERVED :	Texas
APPEARANCE OR ANSWER DUE:	By 10:00 a.m. on the Monday next following the expiration of twenty days after service (Document(s) may contain additional answer dates)
ATTORNEY(S) / SENDER(S):	Ron Armstrong, II The Armstrong Firm, Pllc 310 S. Saint Marys St., Suite 2700 San Antonio, TX 78205 210-277-0542
ACTION ITEMS:	CT has retained the current log, Retain Date: 12/14/2019, Expected Purge Date: 12/19/2019 Image SOP Email Notification, Chris Dzbanski cdzbansk@ford.com
SIGNED: **ADDRESS:**	C T Corporation System 1999 Bryan St Ste 900 Dallas, TX 75201-3140
For Questions:	877-564-7529 MajorAccountTeam2@wolterskluwer.com

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

CERTIFIED MAIL

7017 3380 0000 5064 3663

1000

75201

U.S. PO
FCM LG
SAN AN
78246
DEC 19
AMOUNT
$8
R2305M1

WOODWARD & HUGHES
5150 BROADWAY, SUITE 467
SAN ANTONIO, TEXAS 78209

FORD MOTOR COMPANY
C/O: CT CORPORATION SYSTEM
1999 BRYAN STREET, SUITE 900
DALLAS, TEXAS 75201

PRIVATE PROCESS

Case Number: [redacted]

2019CI24828 S00003

[redacted]

VS.

[redacted] ET AL

(Note:Attached Document May Contain Additional Litigants.)

IN THE DISTRICT COURT
407th JUDICIAL DISTRICT
BEXAR COUNTY, TEXAS

CITATION

"THE STATE OF TEXAS"

Directed To: FORD MOTOR COMPANY

BY SERVING ITS REGISTERED AGENT, CT CORPORATION SYSTEM

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this CITATION and ORIGINAL PETITION AND REQUEST FOR DISCLOSURE , a default judgment may be taken against you." Said ORIGINAL PETITION AND REQUEST FOR DISCLOSURE was filed on the 4th day of December, 2019.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 6TH DAY OF DECEMBER A.D., 2019.

RON W ARMSTRONG II
ATTORNEY FOR PLAINTIFF
310 S SAINT MARYS ST 2700
SAN ANTONIO, TX 78205-3113

Mary Angie Garcia
Bexar County District Clerk
101 W. Nueva, Suite 217
San Antonio, Texas 78205

By: *Elvira Enriquez*, Deputy

[redacted]
VS
[redacted] ET AL

Officer's Return

Case Number: [redacted]
Court: 407th Judicial District Court

I received this CITATION on _____ at _____o'clock __M. and:( ) executed it by delivering a copy of the CITATION with attached ORIGINAL PETITION AND REQUEST FOR DISCLOSURE the date of delivery endorsed on it to the defendant, _____, in person on the _____ at _____ o'clock __M. at:_____ or ( ) not executed because _____.

Fees:_____ Badge/PPS #:_____ Date certification expires:_____

_____County, Texas

By: _____

OR: VERIFICATION OF RETURN (If not served by a peace officer) SWORN TO THIS _____

_____
NOTARY PUBLIC, STATE OF TEXAS

OR: My name is _____, my date of birth is _____, and my address is _____, _____ County.

I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of Texas, on the _____ day of_____, 20____.

_____
Declarant

ORIGINAL (DK002)

FILED
12/4/2019 5:19 PM
Mary Angie Garcia
Bexar County District Clerk
Accepted By: Brenda Carrillo

6citpps/sac3

[redacted]

CAUSE NO.: _____ w/jd

[redacted] *Plaintiff*	§	IN THE DISTRICT COURT
	§	407th
V.	§	____ JUDICIAL DISTRICT
[redacted]	§	
FORD MOTOR COMPANY, JENNINGS ANDERSON FORD, LTD. and SOUTHGATE AUTOMOTIVE, INC.	§	
Defendants	§	BEXAR COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, [redacted], Plaintiff herein, and files this his *Original Petition and Request for Disclosure*, complaining of Defendants [redacted] FORD MOTOR COMPANY (hereafter "Ford"), JENNINGS ANDERSON FORD, LTD. (hereafter "Anderson") and SOUTHGATE AUTOMOTIVE, INC. (hereafter "Southgate") for causes of action would respectfully submit to the Court as follows:

I. DISCOVERY LEVEL

1. Plaintiff intends to enter a Level 3 Discovery Control Plan—By Order under Rule 190.4 of the Texas Rules of Civil Procedure.

II. PARTIES

2. Plaintiff [redacted] is an individual residing at [redacted], San Antonio, Texas [redacted]

3. Defendant [redacted] is an individual residing in the State of Texas. Defendant [redacted] may be served at [redacted], San Antonio, Texas [redacted], or wherever she may be found.

4. Defendant [redacted] ") is an individual residing in the State of Texas. Defendant [redacted] may be served with process at [redacted] San Antonio, Texas [redacted], or wherever she may be found.

5. Defendant [redacted] is an individual residing in the State of Texas. Defendant [redacted] may be served with process at [redacted], San Antonio, Texas [redacted] or wherever she may be found.

6. Defendant FORD MOTOR COMPANY ("Ford"), is a foreign corporation, organized under the laws of the State of Delaware, but with its principal place of business in Dearborn, Michigan. Ford is registered with the Secretary of State of Texas and at all relevant times was authorized to conduct business in the State of Texas. Ford is a vehicle manufacturer that designs, manufactures, and sells vehicles, including the SUV at issue in this case. Ford was doing business in Texas and this Court's jurisdiction by developing, designing, specifying, approving, manufacturing, testing, distributing, marketing, and selling its vehicles and component parts through its authorized dealers. Ford developed, designed, specified, approved, manufactured, tested, distributed, marketed and sold the 2013 Escape, Vehicle Identification Number 1FMCU0GX2DU[redacted] at issue in this case. Defendant FORD MOTOR COMPANY may be served with process by and through its registered agent: C.T. Corporation System, 1999 Bryan St., Ste. 900, Dallas, Texas 75201.

7. Defendant, JENNINGS ANDERSON FORD, LTD. d/b/a JENNINGS ANDERSON FORD ("Anderson") is a domestic Limited Partnership organized under the laws of the State of Texas. Anderson is an authorized Ford Dealer located at 31480 IH-10 West in Boerne, Texas 78006 which buys, sells and services Ford vehicles, including the SUV at issue in this case. Defendant JENNINGS ANDERSON FORD, LTD. may be served with process by and through its

registered agent: [redacted] located at [redacted], Boerne, Kendall County, Texas, [redacted]

8. Defendant SOUTHGATE AUTOMOTIVE, INC. d/b/a SOUTHGATE FORD ("Southgate"), is a foreign corporation, organized under the laws of the State of Michigan. Southgate is an authorized Ford Dealer located at 16501 Fort Street, Southgate, Michigan 48195 which buys, sells and services Ford vehicles, including the SUV at issue in this case. Defendant SOUTHGATE AUTOMOTIVE, INC. may be served with process by and through its registered agent: [redacted], Jr. located at [redacted], Southgate, Wayne County, Michigan, [redacted]

9. There are two products at issue in this case: 1) the door latch and 2) the head restraint – components of the occupant restraint system in Plaintiff's 2013 Ford Escape which were designed, manufactured, marketed, tested, inspected, distributed and otherwise placed into the stream of commerce by, through or under the direction of Ford. The subject door latches were defectively designed, assembled and installed in Plaintiff's vehicle, subsequently recalled[1,2] and negligently serviced and/or repaired by Defendant Southgate and/or Anderson.

10. Ford, individually and/or through its respective, and/or collective predecessors, successors, divisions, parent entities, sibling entities, subsidiaries, agents, dealers, representatives, employees, and/or other affiliates, designed, tested, manufactured, marketed, sold, and/or otherwise introduced into the stream of commerce the defective door latch and head restraint, which are the subjects of this suit.

III. RULE 47 STATEMENT OF MONETARY RELIEF SOUGHT

11. Plaintiff requests that the jury determine what is fair and reasonable compensation for his damages. In that Rule 47 of the Texas Rules of Civil Procedure requires plaintiffs to provide a

[1] Ford Safety Recall Notice 14S03 / NHTSA 14V-239.

[2] Ford Safety Recall Notice 16S30 / NHTSA 16V-643.

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statement regarding the amount of monetary relief sought, Plaintiff states that the monetary relief sought is in excess of $1,000,000.00 and is to be determined by the jury.

IV. MISNOMER, ALTER-EGO, ASSUMED NAME

12. In the event any parties are misnamed or not included herein, such event was a "misnomer," or such parties are or were "alter-egos" of parties named herein.

V. VENUE AND JURISDICTION

13. The subject matter in controversy is within the jurisdictional limits of this Court.

14. This Court has jurisdiction over Defendant Ford because it purposefully availed itself of the privilege of conducting activities in the State of Texas and established minimum contact sufficient to confer jurisdiction over said Defendant, and the assumption of jurisdiction over Defendant Ford will not offend traditional notions of fair play and substantial justice and is consistent with the constitutional requirements of due process.

15. Plaintiff would show that the cause of action specified herein arose from or relates to the contacts of Defendant Ford to the State of Texas, the existence of which confers upon this Court specific jurisdiction over said Defendant.

16. Furthermore, Plaintiff would show that Defendant Ford engaged in activities constituting business in the State of Texas, as provided by Section 17.042 of the Texas Civil Practice and Remedies Code, in that it: 1) contracted by mail or otherwise with a Texas resident, wherein a party to such contract incurred an obligation to tender performance, in whole or in part, within this State; 2) committed a tort, in whole or in part, in this State; and 3) recruited Texas residents directly or through an intermediary located in this State, for employment inside or outside the State.

17. Venue is proper in Bexar County, Texas pursuant Section 15.002(a)(1) because it is the county where all or a substantial part of the events or omissions giving rise to Plaintiff's claims occurred.

18. Venue is proper in Bexar County, Texas pursuant to Tex. Civ. Prac. & Rem. Code §15.002(2) because Defendants [redacted] and [redacted] are natural persons who resided in Bexar County at the time the cause of action accrued.

19. Finally, venue is proper in Bexar County, Texas pursuant Tex. Civ. Prac. & Rem. Code §15.005 because Plaintiff has established proper venue as to Defendants [redacted] and [redacted] and as such the Court also has venue of all Defendants.

VI. FACTUAL BACKGROUND

20. On or about [redacted], Plaintiff [redacted] was driving northbound on [redacted] in San Antonio, Bexar County, Texas. He was driving a 2013 Ford Escape vehicle owned by [redacted]. Ahead of Plaintiff was an unknown person in vehicle owned by [redacted] also headed northbound in a 2003 GMC Envoy. The driver of the Envoy apparently lost control of the vehicle and struck the center median, coming to rest in the fast lane. As Plaintiff came upon the vehicle, another vehicle traveling in the fast lane approached the disabled Envoy. This vehicle was a 2008 Chevrolet Tahoe operated by Defendant Desiree Estrada. [redacted] swerved to try to avoid striking the disabled vehicle and struck Plaintiff's vehicle from behind. Upon impact, due to a defective door latch, Plaintiff's driver-side door flew open, and his body was partially ejected from the vehicle. As the vehicle came to rest, Plaintiff was thrown back into the vehicle, but where his head should have come to rest supported by his headrest, the head restraint failed, causing immediate partial permanent traumatic injuries to Plaintiff's neck, back and brain.

21. The door latch and head restraint were manufactured, assembled and distributed by Defendant Ford. Ford issued several recalls of the door latch and the vehicle was brought in for repair and/or replacement of the defective door latches. Upon information and belief Defendant Southgate serviced the subject vehicle pursuant to Ford's Safety Recall Notice 14S03 / NHTSA

14V-239 and Defendant Anderson serviced the subject vehicle pursuant to Ford's Safety Recall Notice 16S30 / NHTSA 16V-643. Defendants Southgate and Anderson were supposed to perform the repair/replacement, but either failed to perform the repair/replacement as represented or negligently performed the repair/replacement of the defective door latches.

VII. NEGLIGENCE OF [redacted]

22. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-79 as if fully set forth herein.

23. The traffic collision was the result of the negligence of [redacted] in failing to control his/her vehicle. His/her negligence is a proximate cause of Plaintiff [redacted] injuries.

24. Defendant [redacted] breach of duty, as described herein, was a proximate cause of Plaintiff's substantial and severe injuries, which are the natural, probable, and foreseeable consequences of Defendants' acts and omissions. Plaintiff requests the award of the following categories of damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

g. Mental anguish in the past;

h. Mental anguish in the future;

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i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

25. Plaintiff seeks unliquidated damages within the jurisdictional limits of this Court.

VIII. NEGLIGENT ENTRUSTMENT BY [redacted]

26. Plaintiffs hereby incorporate the allegations contained in paragraphs 1-79 as if fully set forth herein.

27. Defendant [redacted] is liable to Plaintiff for the negligent entrustment of the 2003 GMC Envoy, VIN 1GKDT13SX32[redacted], License Plate No. [redacted] to an incompetent driver/operator, namely Defendant [redacted] At the time of the collision in question, Defendant [redacted] was as an owner, operator, lessee, bailee, or possessor, or otherwise had control of the 2003 GMC Envoy, VIN 1GKDT13SX32[redacted], License Plate No. [redacted] that were involved in the subject incident.

28. On or about [redacted] Defendant [redacted] allowed the above-mentioned vehicle to be operated by Defendant [redacted] for the purpose of operating it on the public streets and highways of Texas and Defendant [redacted] operated it with the knowledge, consent, and permission of Defendant [redacted]

29. At the time of the subject incident, Defendant [redacted] was incompetent and unfit to safely operate a motor vehicle on the public streets and highways. Defendant [redacted] knew, or in the exercise of due care should have known, that Defendant [redacted] was an incompetent and unfit driver/operator and would create an unreasonable risk of danger to

persons and property on the public streets and highways of Texas such as the Plaintiff.

30. Furthermore, Defendant [redacted] acts and omissions complained of, including the negligent entrustment to Defendant [redacted] of her vehicle to be operated on public streets and roadways constitutes a proximate cause of all or a portion of Plaintiff's damages.

31. Defendant [redacted] breach of duty, as described herein, was a proximate cause of Plaintiff's substantial and severe injuries, which are the natural, probable, and foreseeable consequences of Defendant's acts and omissions. Plaintiff requests the award of the following categories of damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

g. Mental anguish in the past;

h. Mental anguish in the future;

i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

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32. Plaintiff seeks unliquidated damages within the jurisdictional limits of this Court.

IX. NEGLIGENCE OF [redacted]

33. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-79 as if fully set forth herein.

34. The traffic collision was the result of the negligence of [redacted] in failing to yield right of way, failing to keep a proper lookout, failing to make timely application of her brakes, failing to control her speed. Her negligence is a proximate cause of Plaintiff [redacted] injuries.

35. Defendant [redacted] breach of duty, as described herein, was a proximate cause of Plaintiff's substantial and severe injuries, which are the natural, probable, and foreseeable consequences of Defendant's acts and omissions. Plaintiff requests the award of the following categories of damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

g. Mental anguish in the past;

h. Mental anguish in the future;

i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

36. Plaintiff seeks unliquidated damages within the jurisdictional limits of this Court.

X. NEGLIGENT ENTRUSTMENT BY [redacted]

37. Plaintiff hereby incorporates the allegations contained in paragraphs 1-79 as if fully set forth herein.

38. Defendant [redacted] is liable to Plaintiff for the negligent entrustment of the 2008 Chevrolet Tahoe, VIN 1GNFC13C08R[redacted] License Plate No. [redacted] to an incompetent driver/operator, namely Defendant [redacted]. At the time of the collision in question, Defendant [redacted] was as an owner, operator, lessee, bailee, or possessor, or otherwise had control of the 2008 Chevrolet Tahoe, VIN 1GNFC13C08R[redacted] License Plate No. [redacted] that was involved in the subject incident.

39. On or about [redacted], Defendant [redacted] allowed the above-mentioned vehicle to be operated by Defendant [redacted] for the purpose of operating it on the public streets and highways of Texas and Defendant [redacted] operated it with the knowledge, consent, and permission of Defendant [redacted]

40. At the time of the subject incident, Defendant [redacted] was incompetent and unfit to safely operate a motor vehicle on the public streets and highways. Defendant [redacted] knew, or in the exercise of due care should have known, that Defendant [redacted] was an incompetent and unfit driver/operator and would create an unreasonable risk of danger to persons and property on the public streets and highways of Texas such as the Plaintiff.

41. Furthermore, Defendant [redacted] acts and omissions complained of, including

the negligent entrustment to Defendant [redacted] of her vehicle to be operated on public streets and roadways constitutes a proximate cause of all or a portion of Plaintiff's damages.

42. Defendant [redacted] breach of duty, as described herein, was a proximate cause of Plaintiff's substantial and severe injuries, which are the natural, probable, and foreseeable consequences of Defendant's acts and omissions. Plaintiff requests the award of the following categories of damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

g. Mental anguish in the past;

h. Mental anguish in the future;

i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

43. Plaintiff seeks unliquidated damages within the jurisdictional limits of this Court.

XI. NEGLIGENCE OF FORD MOTOR COMPANY

44. Plaintiff hereby incorporates by reference the allegations contained in Paragraphs 1-79 as if fully set forth herein.

45. The 2013 Ford Escape is manufactured by Defendant Ford Motor Company. The products which caused Plaintiff [redacted] injuries are the door latch and head restraint.

46. The latch and head rest failures were due to design defects, manufacturing defects and design negligence which produced a system which failed to protect him from traumatic impact and injury. The failures of the latch and head restraint were proximate and producing causes of the injuries and damages suffered by the Plaintiff.

47. At the time that the 2013 Ford Escape and its sub-systems were released for commercial release, its door latch and head restraint were defective and unreasonably dangerous in its design, manufacture, and/or assembly when put to its reasonably anticipated use and misuse.

48. At the time that the 2013 Ford Escape left the control of the manufacturer, there existed, with the application of existing or reasonably achievable scientific knowledge, economically and technologically feasible safer alternative restraint system designs which would have prevented or significantly reduced the risk of injury, without substantially impairing its utility.

49. Ford negligently designed and/or manufactured the door latch and head restraint by:

a. Failing to account for design tolerances which resulted in interference of the latch components;

b. Failing to install and position the latch components appropriately;

c. Selecting inadequate latch component materials, including the latch pawl spring tab, for typical environmental conditions to prevent material fatigue, degradation and failure;

d. Selecting inadequate door latch test modes;

e. Failing to test feasible alternative latch systems for use with the vehicle;

f. Failing to design head rest guide tubes and fixation points to prevent catastrophic

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failure and detachment;

g. Failing to properly install the head rest guide tubes into the driver's seat;

h. Selecting inadequate head rest component materials, including the guide tubes, for typical environmental conditions to prevent material fatigue, degradation and failure;

i. Selecting inadequate head rest test modes; and

j. Failing to test feasible alternative head rest systems for use with the vehicle.

50. Defendant Ford's breach of duty, as described herein, was a proximate cause of Plaintiff's substantial and severe injuries, which are the natural, probable, and foreseeable consequences of Defendant Ford's acts and omissions. Plaintiff requests the award of the following categories of damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

g. Mental anguish in the past;

h. Mental anguish in the future;

i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

l. Physical impairment in the future;

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m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

51. Plaintiff seeks unliquidated damages within the jurisdictional limits of this Court.

XII. STRICT LIABILITY OF FORD MOTOR COMPANY (DESIGN, MANUFACTURING AND /OR MARKETING DEFECTS)

52. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-79 as if fully set forth herein.

53. Plaintiff would show that door latch and head restraint were defectively designed, manufactured and/or marketed by Defendant. Specifically, the door latch and head restraint in Plaintiff's vehicle were defectively designed because of the following acts/omissions by Defendant:

a. Failing to account for design tolerances which resulted in interference of the latch components;

b. Failing to install and position the latch components appropriately;

c. Selecting inadequate latch component materials, including the latch pawl spring tab, for typical environmental conditions to prevent material fatigue, degradation and failure;

d. Selecting inadequate door latch test modes;

e. Failing to test feasible alternative latch systems for use with the vehicle;

f. Failing to design head rest guide tubes and fixation points to prevent catastrophic failure and detachment;

g. Failing to properly install the head rest guide tubes into the driver's seat;

h. Selecting inadequate head rest component materials, including the guide tubes, for typical environmental conditions to prevent material fatigue, degradation and failure;

i. Selecting inadequate head rest test modes; and

j. Failing to test feasible alternative head rest systems for use with the vehicle.

54. Plaintiff would show that at the time the door latch and head restraint were marketed to the

public, they were defective and unreasonably dangerous for their intended purpose because it had been defectively designed, manufactured and/or marketed by Defendant including, but not limited to the particulars stated herein. The door latch and head restraint were unreasonably dangerous and presented an unreasonable risk in that there were economically and technologically feasible alternative designs that could reduce or eliminate the risk without substantially impairing the products' utility.

55. Defendant knew or by the exercise of reasonable care should have known that the products were defective at the time they were sold. The defective design, manufacture and/or marketing of door latch and head restraint were defective at the time they were sold. The defective design, manufacturing and /or marketing of the door latch and head restraint renders Defendant strictly liable to Plaintiff under the doctrine of strict products liability found at §402A of the Restatement (2d) of Torts. See, McKisson v. Sales Affiliates, Inc., 416 S.W.2d 787, 788-89 (Tex. 1967).

56. Defendant Ford's breach of duty and the resulting defective design, manufacture and/or marketing, as described herein, was a proximate cause of Plaintiff's substantial and severe injuries, which are the natural, probable, and foreseeable consequences of Defendant Ford's acts and omissions. Plaintiff requests the award of the following categories of damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

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g. Mental anguish in the past;

h. Mental anguish in the future;

i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

57. Plaintiff seeks unliquidated damages within the jurisdictional limits of this Court.

XIII. GROSS NEGLIGENCE OF FORD MOTOR COMPANY

58. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-79 as if fully set forth herein.

59. The actions and inactions of Defendant Ford were deliberately indifferent or were a conscious disregard to the life, health and safety of the Plaintiff and similarly situated persons for which exemplary damages are appropriate in an amount to be decided by a fair and impartial jury. The acts or omissions were caused by principals of Ford or constitute activity that was authorized and ratified. The amount of these damages exceeds the minimal jurisdictional limits of this Court.

XIV. NEGLIGENCE OF DEFENDANTS SOUTHGATE AND ANDERSON

60. Plaintiff hereby incorporates by reference the allegations contained in Paragraphs 1-79 as if fully set forth herein.

61. On or about January 27, 2015 and May 4, 2017, the subject 2013 Ford Escape was taken to Defendants' respective service departments for recalls related to the defective door latches. Defendants Southgate and Anderson had a duty to properly repair and/or replace Plaintiff's door latches in compliance with Safety Recall Notice 14S03 / NHTSA 14V-239 and Safety Recall

Notice 16S30 / NHTSA 16V-643, respectively. Defendants Southgate and Anderson had a duty to perform said work on Plaintiff's vehicle in a competent and good and workmanlike manner.

62. Defendants Southgate and Anderson either failed to repair and/or replace the driver-side door latch as represented, failed to perform work on Plaintiff's vehicle in a competent and good and workmanlike manner and/or they were negligent in the replacement of the driver-side door latch. The latch in question failed during the [redacted] accident and as a result, Plaintiff [redacted] was severely and permanently injured.

63. Defendants Southgate and Anderson's breach of duty, as described herein, was a proximate cause of Plaintiff's substantial and severe injuries, which are the natural, probable, and foreseeable consequences of Defendants Southgate and Anderson's acts and omissions. Plaintiff requests the award of the following categories of damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

g. Mental anguish in the past;

h. Mental anguish in the future;

i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

RQ19-005-83674 000238 LC

l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

64. Plaintiff seeks unliquidated damages within the jurisdictional limits of this Court.

XV. NEGLIGENT HIRING, RETENTION, SUPERVISION, AND TRAINING BY DEFENDANTS SOUTHGATE AND ANDERSON

65. Plaintiff hereby incorporates by reference paragraphs 1-79 as if fully set forth herein.

66. Through their acts and omissions, Defendants Southgate and Anderson engaged in the negligent hiring, retention, supervision, and/or training of their employees, including Defendants Southgate and Anderson's Personnel. Pursuant to their negligent hiring, retention, supervision, and/or training, Defendants Southgate and Anderson created an unreasonable risk of harm to Plaintiff. Such negligence consisted of, among other things, the following:

a. the negligent hiring of Defendants Southgate and Anderson's Mechanic/Technician Personnel;

b. the negligent retention of Defendants Southgate and Anderson's Mechanic/Technician Personnel;

c. the negligent supervision of Defendants Southgate and Anderson's Mechanic/Technician Personnel;

d. the negligent training of Defendants Southgate and Anderson's Mechanic/Technician Personnel;

e. the negligent hiring of Defendants Southgate and Anderson's employees who were responsible for the repair and/or replacement of Plaintiff's driver's side door latch;

f. the negligent supervision of Defendants Southgate and Anderson's employees who were responsible for the repair and/or replacement of Plaintiff's driver's side door latch;

g. the negligent training of Defendants Southgate and Anderson's employees who were responsible for the repair and/or replacement of Plaintiff's driver's side door latch;

RQ19-005-83674 000239 LC

h. the negligent hiring, retention, training, and supervision of Defendants Southgate and Anderson's employees who were responsible for hiring Defendants Southgate and Anderson's personnel charged with the task of the repair and/or replacement of Plaintiff's driver's side door latch;

i. the negligent hiring, retention, training, and supervision of Defendants Southgate and Anderson's employees who were responsible for retention decisions relating to Defendants Southgate and Anderson's personnel charged with the task of the repair and/or replacement of Plaintiff's driver's side door latch;

j. the negligent hiring, retention, training, and supervision of Defendants Southgate and Anderson's employees who were responsible for supervising Defendants Southgate and Anderson's personnel charged with the task of the repair and/or replacement of Plaintiff's driver's side door latch; and

k. the negligent hiring, retention, training, and supervision of Defendants Southgate and Anderson's employees who were responsible for training Defendants Southgate and Anderson's personnel charged with the task of the repair and/or replacement of Plaintiff's driver's side door latch.

67. Each of the foregoing acts and/or omissions constituted a breach of a duty Defendants Southgate and Anderson owed to Plaintiff.

68. Defendants Southgate and Anderson's breach of duty, as described herein, was a proximate cause of Plaintiff's substantial and severe injuries, which are the natural, probable, and foreseeable consequences of Defendants Southgate and Anderson's acts and omissions. Plaintiff requests the award of the following categories of damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

g. Mental anguish in the past;

h. Mental anguish in the future;

i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

69. Plaintiff seeks unliquidated damages within the jurisdictional limits of this Court.

XVI. RESPONDEAT SUPERIOR AS TO DEFENDANTS SOUTHGATE AND ANDERSON

70. Plaintiff hereby incorporates by reference paragraphs 1-79 as if fully set forth herein.

71. Defendants Southgate and Anderson are liable to Plaintiff for the negligent acts and/or the negligent omissions of their workers, agents, servants, representatives and/or employees, including, but not limited to, the Defendants Southgate and Anderson's Mechanic/Technician Personnel, all personnel responsible for the hiring, training, supervision and retention of all Defendants Southgate and Anderson personnel charged with the task of the repair and/or replacement of Plaintiff's driver's side door latch and/or head restraint, because at the time they engaged in the conduct described herein, they were the agents, servants, and/or employees of Defendants Southgate and Anderson, and they were acting within the scope of their authority as such agents, servants, and/or employees. An employer will be held liable for the negligent torts of an employee, to include someone who must be regarded as an employee under Texas law, if (1) a plaintiff is injured as the result of a tort; (2) the tortfeasor was an employee of the defendant, and (3) the tort was committed while the employee was acting within the scope of his or her

employment. *Baptist Mem'l Hosp. v. Sampson*, 969 S.W.2d 945, 947 (Tex. 1998) (elements 1-3). A tort is committed while the employee is acting within the scope of his or her employment if he or she was acting (1) within the employee's general authority, (2) in furtherance of the defendant's business, and (3) for the accomplishment of the object for which the employee was hired. *Minyard Food Stores v. Goodman*, 80 S.W.3d 573, 577 (Tex. 2002) (element 3); *Mata v. Andrews Transp.*, 900 S.W.2d 363, 366 (Tex. App.—Houston [14th Dist.] 1995, no writ) (element 3).

72. In the present case, Defendants Southgate and Anderson are liable for the tortious acts of their employees, to include the Mechanic/Technician Personnel and all supervisory personnel, because said individuals were acting within the course and scope of their employment and working for the benefit of Defendants Southgate and Anderson when the negligent repair / replacement of the door latches took place.

73. As a result of the foregoing, Defendants Southgate and Anderson are liable for the negligent acts and/or the negligent omissions of their employees, to include the Mechanic/Technician Personnel and all supervisory personnel, based on respondent superior principles.

XVII. GROSS NEGLIGENCE OF DEFENDANTS SOUTHGATE AND ANDERSON

74. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-79 as if fully set forth herein.

75. The actions and inactions of Defendants Southgate and Anderson were deliberately indifferent or were a conscious disregard to the life, health and safety of the Plaintiff and similarly situated persons for which exemplary damages are appropriate in an amount to be decided by a fair and impartial jury. The acts or omissions were caused by principals of Defendants Southgate and Anderson or constitute activity that was authorized and ratified. The amount of these damages exceeds the minimal jurisdictional limits of this Court.

RQ19-005-83674 000242 LC

XVIII. JURY DEMAND

76. Plaintiff demands a jury trial and tenders the jury fee herewith.

XIX. REQUEST FOR DISCLOSURE

77. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiff [redacted] requests that Defendants each disclose, within fifty (50) days of the service of this request, the information or material described in Rule 194.2.

XX. PRAYER

78. WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendants be cited to appear and answer herein and that upon final trial Plaintiff be awarded judgment for damages in an amount in excess of the minimum jurisdictional limits of this Court, including:

a. Reasonable medical and healthcare expenses for necessary medical and healthcare treatment in the past;

b. Reasonable medical and healthcare expenses for necessary medical and healthcare treatment in the future;

c. Pain and suffering in the past;

d. Pain and suffering in the future;

e. Mental anguish in the past;

f. Mental anguish in the future;

g. Loss of earning capacity and income in the past;

h. Loss of earning capacity and income in the future;

i. Loss of physical capacity other than wage earning capacity in the past;

j. Loss of physical capacity other than wage earning capacity in the future;

k. Physical disfigurement in the past;

l. Physical disfigurement in the future;

m. Judgment against Defendants for actual and compensatory damages as set forth above;

RQ19-005-83674 000243 LC

n. Pre-judgment and post-judgment interest at the highest legal rate;

o. All costs herein expended; and

79. For such other and further relief, general or special, at law or in equity, to which Plaintiff may show himself justly entitled.

Respectfully submitted,

By: */s/ RWA^2*

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Amanda Armstrong / TSB #24059774
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ATTORNEYS FOR PLAINTIFFS

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Mon, 06 January 2020

STATE OF TEXAS §

This is to certify that I, Jim Hollis, am employed by the Texas Department of Transportation (Department); that I am the Custodian of Motor Vehicle Crash Records for such Department; that the attached is a true and correct copy of the peace officer's report filed with the Department referred to in the attached request with the crash date of Tue, [redacted], which occurred in Bexar County; that the investigations of motor vehicle crashes by peace officers are authorized by law; that this Texas Peace Officer's Crash Report is required by law to be completed and filed with this Department; that this report sets forth matters observed pursuant to duty imposed by law as to which matters there was a duty to report, or factual findings resulting from an investigation made pursuant to authority granted by law.

[redacted]

Jim Hollis
Director, Crash Data & Analysis Section
125 East 11th Street
Austin, TX 78701-2483
1-844-274-7457

TEXAS DEPARTMENT OF TRANSPORTATION

OUR VALUES: *People* • *Accountability* • *Trust* • *Honesty*
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer

RQ19-005-83674 000245 LC

Law Enforcement and TxDOT Use ONLY

☐ FATAL ☐ CMV ☐ SCHOOL BUS ☐ RAILROAD ☐ MAB ☐ SUPPLEMENT ☐ ACTIVE SCHOOL ZONE

Total Num. Units	Total Num. Prsns.	TxDOT Crash ID
5	5	16197640.1

Texas Peace Officer's Crash Report (Form CR-3 1/1/2018)

Texas Department of Transportation

Mail to: Texas Department of Transportation, Crash Data and Analysis, P.O. Box 149349, Austin, TX 78714. Questions? Call 844/274-7457

Refer to Attached Code Sheet for Numbered Fields

*=These fields are required on all additional sheets submitted for this crash (ex.: additional vehicles, occupants, injured, etc.).

IDENTIFICATION & LOCATION

*Crash Date (MM/DD/YYYY)	*Crash Time (24HRMM)	Case ID	Local Use
[redacted]	2057	[redacted]	4111

*County Name	*City Name	Outside City Limit
BEXAR	SAN ANTONIO	☐

In your opinion, did this crash result in at least $1,000 damage to any one person's property? ☒ Yes ☐ No

Latitude (decimal degrees): . Longitude — (decimal degrees): .

ROAD ON WHICH CRASH OCCURRED

*1 Rdwy. Sys.	*Hwy. Num.	2 Rdwy. Part	Block Num.	3 Street Prefix	* Street Name	4 Street Suffix
[redacted]	[redacted]	1	100		[redacted]	

☐ Crash Occurred on a Private Drive or Road/Private Property/Parking Lot	☐ Toll Road/ Toll Lane	Speed Limit	Const. Zone	Workers Present	Street Desc.
		65	☐ Yes ☒ No	☐ Yes ☒ No	NORTHBOUND LANES

INTERSECTING ROAD, OR IF CRASH NOT AT INTERSECTION, NEAREST INTERSECTING ROAD OR REFERENCE MARKER

At Int.	1 Rdwy. Sys.	Hwy. Num.	2. Rdwy. Part	Block Num.	3 Street Prefix	Street Name	4 Street Suffix
☐ Yes ☒ No	LR		1	400	E	[redacted]	[redacted]

Distance from Int. or Ref. Marker	☒ FT ☐ MI	3 Dir. from Int. or Ref. Marker	Reference Marker	Street Desc.	RRX Num.
150		N			

VEHICLE, DRIVER, & PERSONS

Unit Num.	5 Unit Desc.	Parked Vehicle	Hit and Run	LP State	LP Num.	VIN
1	1	☐	☒	TX	[redacted]	1GKDT13SX32[redacted]

Veh. Year	6. Veh. Color	Veh. Make	Veh. Model	7 Body Style	Pol., Fire, EMS on Emergency (Explain in Narrative if checked)
2003	MAR	GMC	ENVOY	SV	☐

8 DL/ID Type	DL/ID State	DL/ID Num.	9 DL Class	10 CDL End.	11 DL Rest.	DOB (MM/DD/YYYY)
99	UN		99	99	99	/ /

Address (Street, City, State, ZIP)

Person Num.	12 Prsn. Type	13 Seat Position	Name: Last, First, Middle (Enter Driver or Primary Person for this Unit on first line)	14 Injury Severity	Age	15 Ethnicity	16 Sex	17 Eject.	18 Restr.	19 Airbag	20 Helmet	21 Sol.	22 Alc. Spec.	Alc. Result	23 Drug Spec.	24 Drug Result	25 Drug Category
1	1	1	UNKNOWN, UNKNOWN	99		[redacted]	[redacted]	1	99	1	97	N	96		96	97	97

Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.

☒ Owner ☐ Lessee — Owner/Lessee Name & Address: [redacted] SAN ANTONIO, TX [redacted]

Proof of Fin. Resp.	26 Fin. Resp. Type	Fin. Resp. Name	Fin. Resp. Num.
☒ Yes ☐ No ☐ Expired ☐ Exempt	2	ACCC INS. CO.	[redacted]

Fin. Resp. Phone Num.	27 Vehicle Damage Rating 1	27 Vehicle Damage Rating 2	Vehicle Inventoried
(888) 879-8363	6-BR-3	3-FR-4	☐ Yes ☒ No

Towed By	Towed To
TEXAS TOWING (CONTRACT WRECKER)	GROWDON POLICE IMPOUND

Unit Num.	5 Unit Desc.	Parked Vehicle	Hit and Run	LP State	LP Num.	VIN
2	1	☐	☐	TX	[redacted]	1FMCU0GX2DU[redacted]

Veh. Year	6. Veh. Color	Veh. Make	Veh. Model	7 Body Style	Pol., Fire, EMS on Emergency (Explain in Narrative if checked)
2013	WHI	FORD	ESCAPE	SV	☐

8 DL/ID Type	DL/ID State	DL/ID Num.	9 DL Class	10 CDL End.	11 DL Rest.	DOB (MM/DD/YYYY)
1	TX	[redacted]	C	96	96	[redacted]

Address (Street, City, State, ZIP): [redacted] SAN ANTONIO, TX [redacted]

Person Num.	12 Prsn. Type	13 Seat Position	Name: Last, First, Middle (Enter Driver or Primary Person for this Unit on first line)	14 Injury Severity	Age	15 Ethnicity	16 Sex	17 Eject.	18 Restr.	19 Airbag	20 Helmet	21 Sol.	22 Alc. Spec.	Alc. Result	23 Drug Spec.	24 Drug Result	25 Drug Category
1	1	1	[redacted]	C	[redacted]	[redacted]	[redacted]	1	1	1	97	N	96		96	97	97

Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.

☒ Owner ☐ Lessee — Owner/Lessee Name & Address: [redacted] SAN ANTONIO, TX [redacted]

Copy from Custodial File

Proof of Fin. Resp.	26 Fin. Resp. Type	Fin. Resp. Name	Fin. Resp. Num.
☒ Yes ☐ No ☐ Expired ☐ Exempt	2	LIBERTY (COUNTY MUTUAL)/WAUSAU INS. GRP	[redacted]

Fin. Resp. Phone Num.	27 Vehicle Damage Rating 1	27 Vehicle Damage Rating 2	Vehicle Inventoried
(800) 225-2467	6-BD-5	- -	☐ Yes ☒ No

Towed By	Towed To
MISSION TOWING (CONTRACT WRECKER)	GROWDON POLICE IMPOUND

DISPOSITION OF INJURED/KILLED

Unit Num.	Prsn. Num.	Taken To	Taken By	Date of Death (MM/DD/YYYY)	Time of Death (24HR:MM)
2	1	UNIVERSITY HOSPITAL	SAFD MEDIC 4		

CHARGES

Unit Num.	Prsn. Num.	Charge	Citation/Reference Num.

DAMAGE

Damaged Property Other Than Vehicles	Owner's Name	Owner's Address

CMV

Unit Num.	☐ 10,001+ LBS.	☐ TRANSPORTING HAZARDOUS MATERIAL	☐ 9+ CAPACITY	CMV Disabling Damage? ☐ Yes ☐ No	28 Veh. Oper.	29 Carrier ID Type	Carrier ID Num.
Carrier's Corp. Name		Carrier's Primary Addr.					30 Veh. Type
31 Bus Type	☐ RGVW ☐ GVWR	HazMat Released ☐ Yes ☐ No	32 HazMat Class Num.	HazMat ID Num.	32 HazMat Class Num.	HazMat ID Num.	33 Cargo Body Type
Unit Num.	☐ RGVW ☐ GVWR	34 Trlr. Type	CMV Disabling Damage? ☐ Yes ☐ No	Unit Num.	☐ RGVW ☐ GVWR	34 Trlr. Type	CMV Disabling Damage? ☐ Yes ☐ No
Sequence Of Events	35 Seq. 1	35 Seq. 2	35 Seq. 3	35 Seq. 4	Intermodal Shipping Container Permit ☐ Yes ☐ No	Actual Gross Weight	Total Num. Axles

FACTORS & CONDITIONS

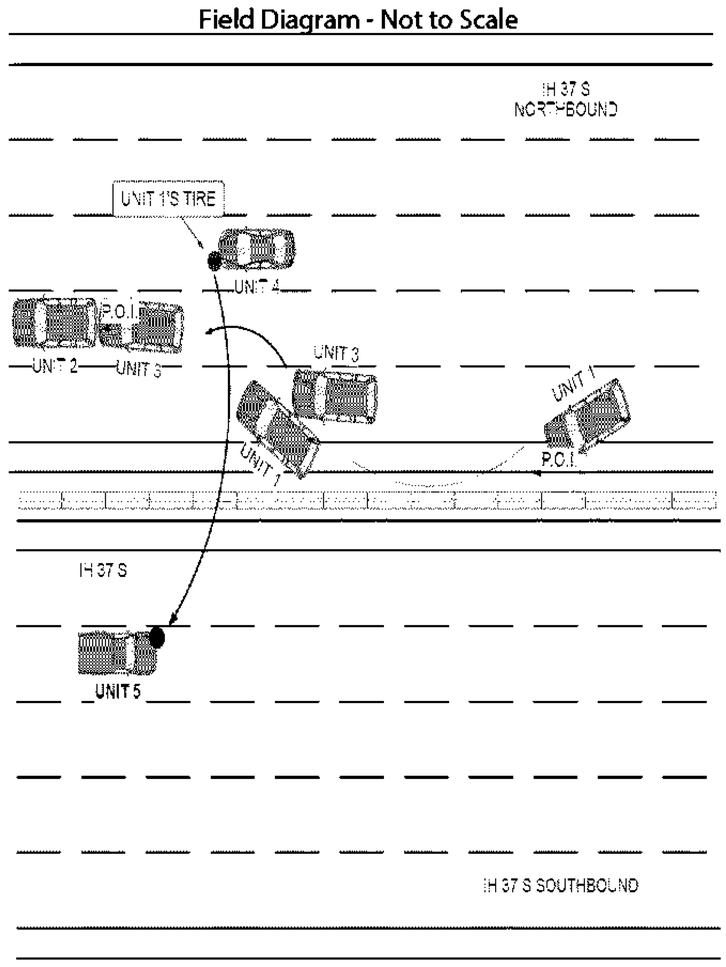
36 Contributing Factors (Investigator's Opinion)						37 Vehicle Defects (Investigator's Opinion)					Environmental and Roadway Conditions						
Unit #	Contributing			May Have Contrib.		Contributing			May Have Contrib.		38 Weather Cond.	39 Light Cond.	40 Entering Roads	41 Roadway Type	42 Roadway Alignment	43 Surface Condition	44 Traffic Control
1	22								12		1	3	97	3	4	1	17

NARRATIVE AND DIAGRAM

Investigator's Narrative Opinion of What Happened
(Attach Additional Sheets if Necessary)

THE DRIVER OF UNIT 1 WAS TRAVELING NORTHBOUND WHEN ACCORDING TO A WITNESS IT LOST CONTROL AND STRUCK THE CENTER MEDIAN COMING TO REST IN THE FAST LANE. THE DRIVER OF UNIT 3 WAS TRAVELING NORTHBOUND IN THE FAST LANE WHEN SHE STRUCK UNIT 1. UNIT 3 ATTEMPTED TO SWERVE BUT LOST CONTROL OF THE VEHICLE AND REAR ENDED UNIT 2, WHO WAS ALSO TRYING TO AVOID DEBRIS. UNIT 4 STRUCK UNIT 1'S TIRE THAT FLEW OFF OF THE VEHICLE AFTER UNIT 3'S IMPACT. AFTER STRIKING THE TIRE UNIT 4 IMPACT SENT THE TIRE INTO THE SOUTHBOUND LANES WHERE IT THEN STRUCK UNIT 5. THE DRIVER OF UNIT 1 FLED THE LOCATION PRIOR TO POLICE ARRIVAL AT THE LOCATION. THE DRIVER OF UNIT 2 WAS TRANSPORTED TO UNIVERSITY HOSPITAL FOR POSSIBLE INJURY. ALL UNITS AT THE LOCATION WERE TOWED. ALL DRIVERS WERE GIVEN A CASE NUMBER FOR REFERENCE.

Field Diagram - Not to Scale



Not To Scale

Copy from Custodial File

INVESTIGATOR

Time Notified (24HR:MM) 2057	How Notified DISPATCHED	Time Arrived (24HRMM) 2105	Report Date (MM/DD/YYYY) [redacted]
Invest. Comp. ☒ Yes ☐ No	Investigator Name (Printed) RAMOS, DAVID		ID Num. 1675
ORI Num. TXSPD0000	*Agency SAN ANTONIO POLICE DEPARTMENT		Service/ Region/DA E 40

RQ19-005-83673 000247 LC

Law Enforcement and TxDOT Use ONLY

☐ FATAL ☐ CMV ☐ SCHOOL BUS ☐ RAILROAD ☐ MAB ☐ SUPPLEMENT ☐ ACTIVE SCHOOL ZONE

Total Num. Units	Total Num. Prsns.	TxDOT Crash ID
5	5	16197640.1

Texas Peace Officer's Crash Report (Form CR-3 1/1/2018)

Texas Department of Transportation

Mail to: Texas Department of Transportation, Crash Data and Analysis, P.O. Box 149349, Austin, TX 78714. Questions? Call 844/274-7457

Refer to Attached Code Sheet for Numbered Fields

*=These fields are required on all additional sheets submitted for this crash (ex.: additional vehicles, occupants, injured, etc.).

IDENTIFICATION & LOCATION

*Crash Date (MM/DD/YYYY)	*Crash Time (24HRMM)	Case ID	Local Use
[redacted]	2057	[redacted]	4111

*County Name	*City Name	Outside City Limit
BEXAR	SAN ANTONIO	☐

In your opinion, did this crash result in at least $1,000 damage to any one person's property? ☒ Yes ☐ No

Latitude (decimal degrees): . Longitude — (decimal degrees): .

ROAD ON WHICH CRASH OCCURRED

*1 Rdwy. Sys.	*Hwy. Num.	2 Rdwy. Part	Block Num.	3 Street Prefix	* Street Name	4 Street Suffix
[redacted]	[redacted]	1	100		[redacted]	

☐ Crash Occurred on a Private Drive or Road/Private Property/Parking Lot	☐ Toll Road/ Toll Lane	Speed Limit	Const. Zone	Workers Present	Street Desc.
		65	☐ Yes ☒ No	☐ Yes ☒ No	NORTHBOUND LANES

INTERSECTING ROAD, OR IF CRASH NOT AT INTERSECTION, NEAREST INTERSECTING ROAD OR REFERENCE MARKER

At Int.	1 Rdwy. Sys.	Hwy. Num.	2. Rdwy. Part	Block Num.	3 Street Prefix	Street Name	4 Street Suffix
☐ Yes ☒ No	LR		1	400	E	[redacted]	[redacted]

Distance from Int. or Ref. Marker	☒ FT ☐ MI	3 Dir. from Int. or Ref. Marker	Reference Marker	Street Desc.	RRX Num.
150		N			

VEHICLE, DRIVER, & PERSONS

Unit Num.	5 Unit Desc.	Parked Vehicle	Hit and Run	LP State	LP Num.	VIN
3	1	☐	☐	TX	[redacted]	1GNFC13C08R[redacted]

Veh. Year	6. Veh. Color	Veh. Make	Veh. Model	7 Body Style	Pol., Fire, EMS on Emergency (Explain in Narrative if checked)
2008	BLU	CHEVROLET	TAHOE	SV	☐

8 DL/ID Type	DL/ID State	DL/ID Num.	9 DL Class	10 CDL End.	11 DL Rest.	DOB (MM/DD/YYYY)
4	TX	[redacted]	5	5	5	[redacted]

Address (Street, City, State, ZIP): [redacted] SAN ANTONIO, TX [redacted]

Person Num.	12 Prsn. Type	13 Seat Position	Name: Last, First, Middle (Enter Driver or Primary Person for this Unit on first line)	14 Injury Severity	Age	15 Ethnicity	16 Sex	17 Eject.	18 Restr.	19 Airbag	20 Helmet	21 Sol.	22 Alc. Spec.	Alc. Result	23 Drug Spec.	24 Drug Result	25 Drug Category
1	1	1	[redacted]	N	[redacted]	[redacted]	[redacted]	1	1	5	97	N	96		96	97	97

Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.

☒ Owner ☐ Lessee — Owner/Lessee Name & Address: [redacted] SAN ANTONIO, TX [redacted]

Proof of Fin. Resp.	26 Fin. Resp. Type	Fin. Resp. Name	Fin. Resp. Num.
☒ Yes ☐ No ☐ Expired ☐ Exempt	2	PROGRESSIVE (COUNTY MUTUAL) INS. CO.	[redacted]

Fin. Resp. Phone Num.	27 Vehicle Damage Rating 1	27 Vehicle Damage Rating 2	Vehicle Inventoried
(800) 776-4737	12-FD-5	- -	☐ Yes ☒ No

Towed By: MISSION TOWING (CONTRACT WRECKER) — Towed To: GROWDON POLICE IMPOUND

Unit Num.	5 Unit Desc.	Parked Vehicle	Hit and Run	LP State	LP Num.	VIN
4	1	☐	☐	TX	[redacted]	JNKCA31A4YT[redacted]

Veh. Year	6. Veh. Color	Veh. Make	Veh. Model	7 Body Style	Pol., Fire, EMS on Emergency (Explain in Narrative if checked)
2000	WHI	INFINITI	I30	P4	☐

8 DL/ID Type	DL/ID State	DL/ID Num.	9 DL Class	10 CDL End.	11 DL Rest.	DOB (MM/DD/YYYY)
1	TX	[redacted]	C	96	A	[redacted]

Address (Street, City, State, ZIP): [redacted] SAN ANTONIO, TX [redacted]

Person Num.	12 Prsn. Type	13 Seat Position	Name: Last, First, Middle (Enter Driver or Primary Person for this Unit on first line)	14 Injury Severity	Age	15 Ethnicity	16 Sex	17 Eject.	18 Restr.	19 Airbag	20 Helmet	21 Sol.	22 Alc. Spec.	Alc. Result	23 Drug Spec.	24 Drug Result	25 Drug Category
1	1	1	[redacted]	N	[redacted]	[redacted]	[redacted]	1	1	1	97	N	96		96	97	97

Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.

☒ Owner ☐ Lessee — Owner/Lessee Name & Address: [redacted] SAN ANTONIO, TX [redacted]

Copy from Original File

Proof of Fin. Resp.	26 Fin. Resp. Type	Fin. Resp. Name	Fin. Resp. Num.
☒ Yes ☐ No ☐ Expired ☐ Exempt	2	GEICO - GOVERNMENT EMPLOYEES INS. CO.	[redacted]

Fin. Resp. Phone Num.	27 Vehicle Damage Rating 1	27 Vehicle Damage Rating 2	Vehicle Inventoried
(800) 841-3000	12-FR-2	12-VX-0	☐ Yes ☒ No

Towed By: MISSION TOWING (CONTRACT WRECKER) — Towed To: GROWDON POLICE IMPOUND

DISPOSITION OF INJURED/KILLED

Unit Num.	Prsn. Num.	Taken To	Taken By	Date of Death (MM/DD/YYYY)	Time of Death (24HR:MM)

CHARGES

Unit Num.	Prsn. Num.	Charge	Citation/Reference Num.

DAMAGE

Damaged Property Other Than Vehicles	Owner's Name	Owner's Address

CMV

Unit Num.	☐ 10,001+ LBS.	☐ TRANSPORTING HAZARDOUS MATERIAL	☐ 9+ CAPACITY	CMV Disabling Damage? ☐ Yes ☐ No	28 Veh. Oper.	29 Carrier ID Type	Carrier ID Num.
Carrier's Corp. Name		Carrier's Primary Addr.					30 Veh. Type
31 Bus Type	☐ RGVW ☐ GVWR	HazMat Released ☐ Yes ☐ No	32 HazMat Class Num.	HazMat ID Num.	32 HazMat Class Num.	HazMat ID Num.	33 Cargo Body Type
Unit Num.	☐ RGVW ☐ GVWR	34 Trlr. Type	CMV Disabling Damage? ☐ Yes ☐ No	Unit Num.	☐ RGVW ☐ GVWR	34 Trlr. Type	CMV Disabling Damage? ☐ Yes ☐ No
Sequence Of Events	35 Seq. 1	35 Seq. 2	35 Seq. 3	35 Seq. 4	Intermodal Shipping Container Permit ☐ Yes ☐ No	Actual Gross Weight	Total Num. Axles

FACTORS & CONDITIONS

36 Contributing Factors (Investigator's Opinion)						37 Vehicle Defects (Investigator's Opinion)					Environmental and Roadway Conditions						
Unit #	Contributing			May Have Contrib.		Contributing			May Have Contrib.		38 Weather Cond.	39 Light Cond.	40 Entering Roads	41 Roadway Type	42 Roadway Alignment	43 Surface Condition	44 Traffic Control
3	41																

NARRATIVE AND DIAGRAM

Investigator's Narrative Opinion of What Happened
(Attach Additional Sheets if Necessary)

Field Diagram - Not to Scale

Copy from Custodial File

INVESTIGATOR

Time Notified (24HR:MM) 2057	How Notified DISPATCHED	Time Arrived (24HRMM) 2105	Report Date (MM/DD/YYYY) [redacted]
Invest. Comp. ☒ Yes ☐ No	Investigator Name (Printed) RAMOS, DAVID		ID Num. 1675
ORI Num. TXSPD0000	*Agency SAN ANTONIO POLICE DEPARTMENT		Service/ Region/DA E 40

Law Enforcement and TxDOT Use ONLY

☐ FATAL ☐ CMV ☐ SCHOOL BUS ☐ RAILROAD ☐ MAB ☐ SUPPLEMENT ☐ ACTIVE SCHOOL ZONE

Total Num. Units	Total Num. Prsns.	TxDOT Crash ID
5	5	16197640.1 / [redacted]

Texas Department of Transportation

Texas Peace Officer's Crash Report (Form CR-3 1/1/2018)

Mail to: Texas Department of Transportation, Crash Data and Analysis, P.O. Box 149349, Austin, TX 78714. Questions? Call 844/274-7457

Refer to Attached Code Sheet for Numbered Fields

*=These fields are required on all additional sheets submitted for this crash (ex.: additional vehicles, occupants, injured, etc.).

IDENTIFICATION & LOCATION

*Crash Date (MM/DD/YYYY)	*Crash Time (24HRMM)	Case ID	Local Use
[redacted]	2057	[redacted]	4111

*County Name	*City Name	Outside City Limit
BEXAR	SAN ANTONIO	☐

In your opinion, did this crash result in at least $1,000 damage to any one person's property? ☒ Yes ☐ No

Latitude (decimal degrees): . Longitude — (decimal degrees): .

ROAD ON WHICH CRASH OCCURRED

*1 Rdwy. Sys.	*Hwy. Num.	2 Rdwy. Part	Block Num.	3 Street Prefix	* Street Name	4 Street Suffix
[redacted]	[redacted]	1	100		[redacted]	

☐ Crash Occurred on a Private Drive or Road/Private Property/Parking Lot	☐ Toll Road/ Toll Lane	Speed Limit	Const. Zone	Workers Present	Street Desc.
		65	☐ Yes ☒ No	☐ Yes ☒ No	NORTHBOUND LANES

INTERSECTING ROAD, OR IF CRASH NOT AT INTERSECTION, NEAREST INTERSECTING ROAD OR REFERENCE MARKER

At Int.	1 Rdwy. Sys.	Hwy. Num.	2. Rdwy. Part	Block Num.	3 Street Prefix	Street Name	4 Street Suffix
☐ Yes ☒ No	LR		1	400	E	[redacted]	[redacted]

Distance from Int. or Ref. Marker	☒ FT ☐ MI	3 Dir. from Int. or Ref. Marker	Reference Marker	Street Desc.	RRX Num.
150		N			

VEHICLE, DRIVER, & PERSONS

Unit Num.	5 Unit Desc.	☐ Parked Vehicle	☐ Hit and Run	LP State	LP Num.	VIN
5	1			TX	[redacted]	3TMLU42N29M[redacted]

Veh. Year	6. Veh. Color	Veh. Make	Veh. Model	7 Body Style	☐ Pol., Fire, EMS on Emergency (Explain in Narrative if checked)
2009	SIL	TOYOTA	PICKUP	PK	

8 DL/ID Type	DL/ID State	DL/ID Num.	9 DL Class	10 CDL End.	11 DL Rest.	DOB (MM/DD/YYYY)
1	TX	[redacted]	C	96	96	[redacted]

Address (Street, City, State, ZIP): [redacted] SAN ANTONIO, TX [redacted]

Person Num.	12 Prsn. Type	13 Seat Position	Name: Last, First, Middle (Enter Driver or Primary Person for this Unit on first line)	14 Injury Severity	Age	15 Ethnicity	16 Sex	17 Eject.	18 Restr.	19 Airbag	20 Helmet	21 Sol.	22 Alc. Spec.	Alc. Result	23 Drug Spec.	24 Drug Result	25 Drug Category
1	1	1	[redacted]	N	[redacted]	[redacted]	[redacted]	1	1	1	97	N	96		96	97	97

Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.

☒ Owner ☐ Lessee — Owner/Lessee Name & Address: [redacted] SAN ANTONIO, TX [redacted]

Proof of Fin. Resp.	26 Fin. Resp. Type	Fin. Resp. Name	Fin. Resp. Num.
☒ Yes ☐ No ☐ Expired ☐ Exempt	2	USAA - UNITED SERVICES AUTOMOBILE ASSN.	[redacted]

Fin. Resp. Phone Num.	27 Vehicle Damage Rating 1	27 Vehicle Damage Rating 2	Vehicle Inventoried
(800) 531-8722	12-FL-3	-	☐ Yes ☒ No

Towed By	Towed To
CONTRACT WRECKER	8019 ALAMO DOWNS

VEHICLE, DRIVER, & PERSONS

Unit Num.	5 Unit Desc.	☐ Parked Vehicle	☐ Hit and Run	LP State	LP Num.	VIN

Veh. Year	6. Veh. Color	Veh. Make	Veh. Model	7 Body Style	☐ Pol., Fire, EMS on Emergency (Explain in Narrative if checked)

8 DL/ID Type	DL/ID State	DL/ID Num.	9 DL Class	10 CDL End.	11 DL Rest.	DOB (MM/DD/YYYY)
						/ /

Address (Street, City, State, ZIP)

Person Num.	12 Prsn. Type	13 Seat Position	Name: Last, First, Middle (Enter Driver or Primary Person for this Unit on first line)	14 Injury Severity	Age	15 Ethnicity	16 Sex	17 Eject.	18 Restr.	19 Airbag	20 Helmet	21 Sol.	22 Alc. Spec.	Alc. Result	23 Drug Spec.	24 Drug Result	25 Drug Category

Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.

☐ Owner ☐ Lessee — Owner/Lessee Name & Address

Copy from Custodial File

Proof of Fin. Resp.	26 Fin. Resp. Type	Fin. Resp. Name	Fin. Resp. Num.
☐ Yes ☐ No ☐ Expired ☐ Exempt			

Fin. Resp. Phone Num.	27 Vehicle Damage Rating 1	27 Vehicle Damage Rating 2	Vehicle Inventoried
	- -	- -	☐ Yes ☐ No

Towed By	Towed To

DISPOSITION OF INJURED/KILLED

Unit Num.	Prsn. Num.	Taken To	Taken By	Date of Death (MM/DD/YYYY)	Time of Death (24HR:MM)

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Unit Num.	Prsn. Num.	Charge	Citation/Reference Num.

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Carrier's Corp. Name		Carrier's Primary Addr.					30 Veh. Type
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Unit Num.	☐ RGVW ☐ GVWR	34 Trlr. Type	CMV Disabling Damage? ☐ Yes ☐ No	Unit Num.	☐ RGVW ☐ GVWR	34 Trlr. Type	CMV Disabling Damage? ☐ Yes ☐ No
Sequence Of Events	35 Seq. 1	35 Seq. 2	35 Seq. 3	35 Seq. 4	Intermodal Shipping Container Permit ☐ Yes ☐ No	Actual Gross Weight	Total Num. Axles

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NARRATIVE AND DIAGRAM

Investigator's Narrative Opinion of What Happened
(Attach Additional Sheets if Necessary)

Field Diagram - Not to Scale

Copy from Custodial File

INVESTIGATOR

Time Notified (24HR:MM) 2057	How Notified DISPATCHED	Time Arrived (24HRMM) 2105	Report Date (MM/DD/YYYY) [redacted]	
Invest. Comp. ☒ Yes ☐ No	Investigator Name (Printed) RAMOS, DAVID			ID Num. 1675
ORI Num. TXSPD0000	*Agency SAN ANTONIO POLICE DEPARTMENT			Service/ Region/DA E 40



CT Corporation

Service of Process Transmittal

01/23/2020
CT Log Number 537048915

TO: Chris Dzbanski
FORD MOTOR COMPANY
1 American Rd Whq 421-E6
Dearborn, MI 48126-2701

RE: **Process Served in Michigan**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] Pltf. vs. Ford Motor Company and Southgate Automotive, Inc., Dfts.
DOCUMENT(S) SERVED:	Letter(s), Summons, Complaint, Jury Demand
COURT/AGENCY:	Wayne County - 3rd Circuit Court, MI Case # [redacted]
NATURE OF ACTION:	Personal Injury - Vehicle Collision - 01/09/2018
ON WHOM PROCESS WAS SERVED:	The Corporation Company, Plymouth, MI
DATE AND HOUR OF SERVICE:	By Certified Mail on 01/23/2020 postmarked on 01/21/2020
JURISDICTION SERVED :	Michigan
APPEARANCE OR ANSWER DUE:	Within 28 days
ATTORNEY(S) / SENDER(S):	David M. Kramer David M. Kramer, PLLC 25892 Woodward Avenue Royal Oak, MI 48220 248-210-6757
ACTION ITEMS:	CT has retained the current log, Retain Date: 01/24/2020, Expected Purge Date: 01/29/2020 Image SOP Email Notification, Chris Dzbanski cdzbansk@ford.com
SIGNED: **ADDRESS:**	The Corporation Company 1999 Bryan St Ste 900 Dallas, TX 75201-3140
For Questions:	877-564-7529 MajorAccountTeam2@wolterskluwer.com

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

CERTIFIED MAIL

9490 9118 9956 1722 8160 05

First Class Mail

CERTIFIED MAIL

$7.900
US POSTAGE
FIRST-CLASS
FROM 48067
01/21/2020
stamps endicia

0926S0018490

9414 7118 9956 1722 8160 25

Ford Motor Company
c/o The Corporation Company
40600 Ann Arbor Rd E Ste. 201
Plymouth MI 48170-4675

RQ1[illegible]000254 LC

Law Office of David M. Kramer

David M. Kramer, PLLC
25892 Woodward Ave.
Royal Oak, Michigan 48067

Tele: (248) 210-6757
Telefax: (248) 542-6301
david.kramer@dmkramerlaw.com

January 20, 2020

Via Certified Mail ****Return Receipt Requested****

Ford Motor Company
c/o The Corporation Company
40600 Ann Arbor Rd. Ste. 201
Plymouth, MI 48170

Re: [redacted] ***v Ford Motor Company and Southgate Automotive Inc.***
Case No. [redacted]

Dear Sir/Madam:

Enclosed please find Summons, Complaint and Jury Demand. Please contact your insurance carrier regarding this Complaint and Summons. Please follow the instructions located on the Summons.

If you should have any questions, please contact the undersigned.

Very truly yours,

[redacted]

David M. Kramer

Enclosure

Approved, SCAO

Original - Court
1st Copy- Defendant

2nd Copy - Plaintiff
3rd Copy -Return

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	SUMMONS	CASE NO. [redacted] Hon.John A. Murphy

Court address : 2 Woodward Ave., Detroit MI 48226

Court telephone no.: 313-224-0142

Plaintiff's name(s), address(es), and telephone no(s)	v	Defendant's name(s), address(es), and telephone no(s).
[redacted] Plaintiff's attorney, bar no., address, and telephone no David M. Kramer 63740 25892 Woodward Ave Royal Oak, MI 48067-0910 (248) 210-6757		Ford Motor Company c/o The Corporation Company 40600 Ann Arbor Rd. Ste. 201 Plymouth, MI 48170

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☒ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in ☐ this court, ☒ 407th District Ct. Bexar County TX Court, where it was given case numb[redacted] and assigned to Judge Pozza.

The action ☒ remains ☐ is no longer pending.

Summons section completed by court clerk. **SUMMONS**

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date	Expiration date*	Court clerk
1/9/2020	4/9/2020	Mai Xiong

Cathy M. Garrett- Wayne County Clerk.

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

THIRD JUDICIAL CIRCUIT OF MICHIGAN

20-000315-NP FILED IN MY OFFICE Cathy M. Garrett WAYNE COUNTY CLERK 1/9/2020 6:56 AM Mai Xiong

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

[redacted]

Plaintiff,

Case No. [redacted]
Hon.

v.

FORD MOTOR COMPANY and
SOUTHGATE AUTOMOTIVE, INC.

Defendants.

DAVID M. KRAMER, PLLC
DAVID M. KRAMER (P63740)
Attorney for Plaintiff
25892 Woodward Avenue
Royal Oak, MI 48220
(248) 210-6757 Tel.
(248) 542-6301 Fax
david.kramer@dmkramerlaw.com

PLAINTIFF'S COMPLAINT AND JURY DEMAND

The instant matter is concurrently pending in Cause No. [redacted] *v.* [redacted] *et al, in the 407th Judicial District Court, the Honorable Judge Karen Pozza presiding, Bexar County, Texas. Subject to Defendants' Special Appearance and corresponding challenge to the jurisdiction of Bexar County, Texas, Plaintiff,* [redacted] *by and through his attorneys, DAVID M. KRAMER, PLLC, and with his Complaint, states as follows*:

1. Plaintiff, [redacted] is a resident of the City of San Antonio, County of Bexar, State of Texas.

2. Defendant FORD MOTOR COMPANY ("Ford"), is a foreign corporation, organized under the laws of the State of Delaware, with its principal place of business in Dearborn, Michigan. Ford is a vehicle manufacturer that designs, manufactures, and sells

vehicles, including the SUV at issue in this case. Ford is responsible for developing, designing, specifying, approving, manufacturing, testing, distributing, marketing, and selling its vehicles and component parts, including recall replacement components and parts, through its authorized dealers. Ford developed, designed, specified, approved, manufactured, tested, distributed, marketed and sold the subject 2013 Escape, Vehicle Identification Number 1FMCU0GX2DU[redacted] including recall replacement components and parts, at issue in this case.

3. Defendant SOUTHGATE AUTOMOTIVE, INC. d/b/a SOUTHGATE FORD ("Southgate"), is a Michigan corporation. Southgate is an authorized Ford Dealer located at 16501 Fort Street, Southgate, Michigan 48195 which buys, sells and services Ford vehicles, including the SUV at issue in this case.

4. On or about [redacted] Plaintiff [redacted] was driving northbound on [redacted] in San Antonio, Bexar County, Texas. He was driving a 2013 Ford Escape vehicle owned by [redacted] Ahead of Plaintiff was an unknown person in vehicle owned by [redacted] also headed northbound in a 2003 GMC Envoy. The driver of the Envoy lost control of the vehicle and struck the center median, coming to rest in the fast lane. As Plaintiff came upon the vehicle, a 2008 Chevrolet Tahoe operated by [redacted] swerved to try to avoid the disabled Envoy and struck Plaintiff's vehicle from behind. Upon impact, due to a defective door latch, Plaintiff's driver-side door flew open, and his body was partially ejected from the vehicle. As the vehicle came to rest, Plaintiff was thrown back into the vehicle, but where his head should have come to rest supported by his headrest, the head restraint failed, causing immediate partial permanent traumatic injuries to Plaintiff's neck, back and brain.

5. The door latch and head restraint were manufactured, assembled and distributed by Defendant Ford. Ford issued several recalls of the door latch and the vehicle was brought in for repair and/or replacement of the defective door latches. All recall replacement components and parts which were used for the repair and/or replacement of the defective door latches were manufactured, assembled and distributed by Defendant Ford. Upon information and belief Defendant Southgate serviced the subject vehicle pursuant to Ford's Safety Recall Notice 14S03 / NHTSA 14V-239. Defendant Southgate was supposed to perform the repair/replacement, but either failed to perform the repair/replacement as represented or negligently performed the repair/replacement of the defective door latches.

6. Venue is proper in this Honorable Court in addition to Bexar County, Texas.

7. That the amount in controversy in this matter is in excess of TWENTY-FIVE THOUSAND and 00/100 ($25,000.00) DOLLARS, exclusive of costs, interest and attorney fees.

8. That this Honorable Court has personal jurisdiction over Defendants herein as does the 407th Judicial District Court, the Honorable Judge Karen Pozza presiding, Bexar County, Texas.

9. That this Honorable Court has subject matter jurisdiction as does the 407th Judicial District Court, the Honorable Judge Karen Pozza presiding, Bexar County, Texas.

COUNT ONE
NEGLIGENCE FORD MOTOR COMPANY

10. Plaintiff restates the above paragraphs as if fully set forth herein.

11. The 2013 Ford Escape and all recall replacement components and parts

were designed, manufactured and assembled by Defendant Ford Motor Company. The products which caused Plaintiff [redacted] injuries are the door latch and head restraint and/or the recall replacement door latch components and parts installed pursuant to the recall.

12. The latch and head rest failures and/or the recall replacement door latch components and parts failures were due to design defects, manufacturing defects and design negligence which produced a system which failed to protect him from traumatic impact and injury. The failures of the latch and head restraint and/or the recall replacement door latch components and parts were proximate and producing causes of the injuries and damages suffered by the Plaintiff.

13. At the time that the 2013 Ford Escape and its sub-systems were released for commercial release, its door latch and head restraint and/or the recall replacement door latch components and parts were defective and unreasonably dangerous in its design, manufacture, and/or assembly when put to its reasonably anticipated use and misuse.

14. At the time that the 2013 Ford Escape left the control of the manufacturer, there existed, with the application of existing or reasonably achievable scientific knowledge, economically and technologically feasible safer alternative restraint system designs which would have prevented or significantly reduced the risk of injury, without substantially impairing its utility.

15. Ford negligently designed and/or manufactured the door latch and head restraint and/or the recall replacement door latch components and parts by:

a. Failing to account for design tolerances which resulted in interference of the latch components;

b. Failing to install and position the latch components appropriately;

c. Selecting inadequate latch component materials, including the latch pawl spring tab, for typical environmental conditions to prevent material fatigue, degradation and failure;

d. Selecting inadequate door latch test modes;

e. Failing to test feasible alternative latch systems for use with the vehicle;

f. Failing to design head rest guide tubes and fixation points to prevent catastrophic failure and detachment;

g. Failing to properly install the head rest guide tubes into the driver's seat;

h. Selecting inadequate head rest component materials, including the guide tubes, for typical environmental conditions to prevent material fatigue, degradation and failure;

i. Selecting inadequate head rest test modes; and

j. Failing to test feasible alternative head rest systems for use with the vehicle.

16. Defendant Ford's breach of duty, as described herein, was a proximate cause of Plaintiff's substantial and severe injuries, which are the natural, probable, and foreseeable consequences of Defendant Ford's acts and omissions. Plaintiff requests the award of the following categories of damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

g. Mental anguish in the past;

h. Mental anguish in the future;

i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

WHEREFORE, Plaintiff prays for an award of damages to be fixed by the trier of fact in a reasonable amount in excess of $25,000.00 (TWENTY-FIVE THOUSAND DOLLARS) against Defendant. Additionally, Plaintiff asks for costs of this action, all prejudgment and post-judgment interest as provided by law, and such other relief as the Court deems appropriate.

COUNT TWO
NEGLIGENT PRODUCTION
FORD MOTOR COMPANY

17. Plaintiff restates the above paragraphs as if fully set forth herein.

18. Defendant Ford owed a duty to Plaintiff to place a reasonably safe 2013 Escape, Vehicle Identification Number 1FMCU0GX2DU[redacted] and all recall replacement components and parts into the stream of commerce free of defects.

19. There are two products at issue in this case: 1) the door latch and/or the recall replacement door latch components and parts and 2) the head restraint – components of the occupant restraint system in Plaintiff's 2013 Ford Escape which were designed, manufactured, marketed, tested, inspected, distributed and otherwise placed into the stream of commerce by, through or under the direction of Ford. The subject door latches and/or the recall replacement door latch components and parts were defectively

designed, assembled and installed in Plaintiff's vehicle, subsequently recalled[1,2] and negligently serviced and/or repaired by Defendant Southgate.

20. Defendant Ford negligently designed, tested, approved, manufactured, and "produced" the 2013 Escape in that it failed to exercise reasonable care to prevent the head-restraint and the door latch from creating an unreasonable risk of harm to a person who might reasonably be expected to use it in an expected or reasonably foreseeable manner in one or more of the following ways:

a. By "producing" assembling, specifying, designing and/or manufacturing the 2013 Escape that contained manufacturing, installation, assembly, design and/or "production" defects that caused the injuries to Plaintiff.

b. By negligently failing to adequately test and failing to use adequate quality control procedures to alert it to manufacturing and or "production" defects.

c. Other acts of negligence that may become known through the course of discovery.

21. Defendant expected the 2013 Escape and/or the recall replacement door latch components and parts to reach, and they did reach, the consumer without substantial change to the condition in which Defendant produced and sold them and/or distributed them in order to service the applicable recall on the 2013 Escape door latch system.

22. That as a direct and proximate consequence of the negligent or grossly negligent acts and/or omissions of Defendants, Plaintiff has suffered and will continue to suffer in the future, the following damages:

a. Reasonable medical care and expenses in the past. These expenses were

---

[1] Ford Safety Recall Notice 14S03 / NHTSA 14V-239.

[2] Ford Safety Recall Notice 16S30 / NHTSA 16V-643.

incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

g. Mental anguish in the past;

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COUNT THREE
FORD MOTOR COMPANY
BREACH OF EXPRESS AND IMPLIED WARRANTIES

23. Plaintiff restates the above paragraphs as if fully set forth herein.

24. Defendant knew or had reason to know the particular purposes for which the 2013 Escape was to be used and that purchasers and users such as Plaintiff would rely on Defendant's skill or judgment in designing, testing, manufacturing, installing and/or furnishing goods suitable for such purposes and uses.

25. The 2013 Escape and/or the recall replacement door latch components and parts were not fit for the particular purposes for which they were intended and for which it was used.

26. The defective condition of the 2013 Escape and/or the recall replacement door latch components and parts constitute a breach by Defendant of express or implied warranties, rendering Defendant liable for the injuries sustained by the Plaintiff.

27. That as a direct and proximate consequence of the negligent or grossly negligent acts and/or omissions of the Defendant, Plaintiff has suffered and will continue to suffer in the future, the following damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

g. Mental anguish in the past;

h. Mental anguish in the future;

i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

WHEREFORE, Plaintiff prays for an award of damages to be fixed by the trier of fact in a reasonable amount in excess of $25,000.00 (TWENTY-FIVE THOUSAND DOLLARS) against Defendants. Additionally, Plaintiff asks for costs of this action, all prejudgment and post-judgment interest as provided by law, and such other relief as the Court deems appropriate.

COUNT FOUR
GROSS NEGLIGENCE/ACTUAL KNOWLEDGE
FORD MOTOR COMPANY

28. Plaintiff restates the above paragraphs as if fully set forth herein.

29. The 2013 Escape and/or the recall replacement door latch components and parts were defective at the time they were "produced."

30. Defendant had actual knowledge of the defect and of the substantial likelihood that the defect(s) would cause Plaintiff's injuries.

31. Defendant knew or by the exercise of reasonable care should have known that the products were defective at the time they were sold and/or distributed and/or installed. The defective design, manufacture and/or marketing of door latch and head restraint and/or the recall replacement door latch components and parts were defective at the time they were sold and/or distributed and/or installed.

32. Defendant willfully disregarded that knowledge.

33. That as a direct and proximate consequence of the negligent or grossly negligent acts and/or omissions of the Defendant, Plaintiff has suffered and will continue to suffer in the future, the following damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

g. Mental anguish in the past;

h. Mental anguish in the future;

i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

WHEREFORE, Plaintiff prays for an award of damages to be fixed by the trier of fact in a reasonable amount in excess of $25,000.00 (TWENTY-FIVE THOUSAND DOLLARS) against Defendants. Additionally, Plaintiff asks for costs of this action, all prejudgment and post-judgment interest as provided by law, and such other relief as the Court deems appropriate.

COUNT FIVE
FAILURE TO WARN
FORD MOTOR COMPANY

34. Plaintiff restates and realleges the above paragraphs as though fully set forth herein.

35. Defendant knew of or should have known of the risk of injury with respect to the foreseeable use and/or misuse of its product.

36. Defendant did not provide effective communication of adequate, accurate information essential to safe use of the product.

37. That as a direct and proximate consequence of the negligent or grossly negligent acts and/or omissions of the Defendant, Plaintiff has suffered and will continue to suffer in the future, the following damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

g. Mental anguish in the past;

h. Mental anguish in the future;

i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

WHEREFORE, Plaintiff prays for an award of damages to be fixed by the trier of fact in a reasonable amount in excess of $25,000.00 (TWENTY-FIVE THOUSAND DOLLARS) against Defendants. Additionally, Plaintiff asks for costs of this action, all prejudgment and post-judgment interest as provided by law, and such other relief as the Court deems appropriate.

COUNT SIX
NEGLIGENCE OF DEFENDANT
SOUTHGATE AUTOMOTIVE INC.

38. Plaintiff restates and realleges the above paragraphs as though fully set forth herein.

39. On or about January 27, 2015, the subject 2013 Ford Escape was taken to Defendant's service departments for a recall related to the defective door latches. Defendant Southgate had a duty to properly repair and/or replace Plaintiff's door latches in compliance with Safety Recall Notice 14S03 / NHTSA 14V-239. Defendant Southgate had a duty to perform said work on Plaintiff's vehicle in a competent and good and workmanlike manner.

40. Defendant Southgate either failed to repair and/or replace the driver-side door latch as represented, failed to perform work on Plaintiff's vehicle in a competent and good and workmanlike manner and/or they were negligent in the replacement of the driver-side door latch. The latch in question failed during the [redacted] accident

and as a result, Plaintiff [redacted] was severely and permanently injured.

41. Defendant Southgate's breach of duty, as described herein, was a proximate cause of Plaintiff's substantial and severe injuries, which are the natural, probable, and foreseeable consequences of Defendants Southgate's acts and omissions. Plaintiff requests the award of the following categories of damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the future;

g. Mental anguish in the past;

h. Mental anguish in the future;

i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

WHEREFORE, Plaintiff prays for an award of damages to be fixed by the trier of fact in a reasonable amount in excess of $25,000.00 (TWENTY-FIVE THOUSAND

DOLLARS) against Defendants. Additionally, Plaintiff asks for costs of this action, all prejudgment and post-judgment interest as provided by law, and such other relief as the Court deems appropriate.

COUNT SEVEN
NEGLIGENT HIRING, RETENTION, SUPERVISION, AND TRAINING BY DEFENDANT SOUTHGATE

42. Plaintiff restates and realleges the above paragraphs as though fully set forth herein.

43. Through its acts and omissions, Defendant Southgate engaged in the negligent hiring, retention, supervision, and/or training of its employees, including Defendant Southgate's Personnel. Pursuant to its negligent hiring, retention, supervision, and/or training, Defendant Southgate created an unreasonable risk of harm to Plaintiff. Such negligence consisted of, among other things, the following:

a. the negligent hiring of Defendant Southgate's Mechanic/Technician Personnel;

b. the negligent retention of Defendant Southgate's Mechanic/ Technician Personnel;

c. the negligent supervision of Defendant Southgate's Mechanic/ Technician Personnel;

d. the negligent training of Defendant Southgate's Mechanic/ Technician Personnel;

e. the negligent hiring of Defendant Southgate's employees who were responsible for the repair and/or replacement of Plaintiff's driver's side door latch;

f. the negligent supervision of Defendant Southgate's employees who were responsible for the repair and/or replacement of Plaintiff's driver's side door latch;

g. the negligent training of Defendant Southgate's employees who were responsible for the repair and/or replacement of Plaintiff's driver's side door latch;

h. the negligent hiring, retention, training, and supervision of Defendant Southgate's employees who were responsible for hiring Defendant Southgate's personnel charged with the task of the repair and/or replacement of Plaintiff's driver's side door latch;

i. the negligent hiring, retention, training, and supervision of Defendant Southgate's employees who were responsible for retention decisions relating to Defendant Southgate's personnel charged with the task of the repair and/or replacement of Plaintiff's driver's side door latch;

j. the negligent hiring, retention, training, and supervision of Defendant Southgate's employees who were responsible for supervising Defendant Southgate's personnel charged with the task of the repair and/or replacement of Plaintiff's driver's side door latch; and

k. the negligent hiring, retention, training, and supervision of Defendant Southgate's employees who were responsible for training Defendant Southgate's personnel charged with the task of the repair and/or replacement of Plaintiff's driver's side door latch.

44. Each of the foregoing acts and/or omissions constituted a breach of a duty Defendant Southgate owed to Plaintiff.

45. Defendant Southgate's breach of duty, as described herein, was a proximate cause of Plaintiff's substantial and severe injuries, which are the natural, probable, and foreseeable consequences of Defendant Southgate's acts and omissions. Plaintiff requests the award of the following categories of damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

e. Loss of earnings in the past;

f. Loss of earning capacity which will, in all probability, be incurred in the

future;

g. Mental anguish in the past;

h. Mental anguish in the future;

i. Physical disfigurement in the past;

j. Physical disfigurement in the future;

k. Physical impairment in the past;

l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

WHEREFORE, Plaintiff prays for an award of damages to be fixed by the trier of fact in a reasonable amount in excess of $25,000.00 (TWENTY-FIVE THOUSAND DOLLARS) against Defendants. Additionally, Plaintiff asks for costs of this action, all prejudgment and post-judgment interest as provided by law, and such other relief as the Court deems appropriate.

COUNT EIGHT
RESPONDEAT SUPERIOR/VICARIOUS LIABILITY
DEFENDANT SOUTHGATE AUTOMOTIVE INC.

46. Plaintiff restates and realleges the above paragraphs as though fully set forth herein.

47. Defendant Southgate is liable to Plaintiff for the negligent acts and/or the negligent omissions of its workers, agents, servants, representatives and/or employees, including, but not limited to, the Defendant Southgate's Mechanic/Technician Personnel, all personnel responsible for the hiring, training, supervision and retention of all Defendant Southgate personnel charged with the task of the repair and/or replacement of Plaintiff's driver's side door latch and/or head restraint, because at the time they engaged in the

conduct described herein, they were the agents, servants, and/or employees of Defendant Southgate and they were acting within the scope of their authority as such agents, servants, and/or employees.

48. In the present case, Defendant Southgate is liable for the tortious acts of its employees, to include the Mechanic/Technician Personnel and all supervisory personnel, because said individuals were acting within the course and scope of their employment and working for the benefit of Defendant Southgate when the negligent repair / replacement of the door latches took place.

49. As a result of the foregoing, Defendant Southgate is liable for the negligent acts and/or the negligent omissions of its employees, to include the Mechanic/Technician Personnel and all supervisory personnel, based on respondent superior.

COUNT NINE
GROSS NEGLIGENCE
DEFENDANT SOUTHGATE AUTOMOTIVE INC.

50. Plaintiff restates and re-alleges the above paragraphs as though fully set forth herein.

51. Defendant Southgate owed Plaintiff the following obligations and duties:

a. Not to wantonly, recklessly and heedlessly repair the door latch on the vehicle in such a manner so that it would not cause injury to the owner, driver or others;

52. That Defendant Southgate breached the aforementioned duties in a grossly negligent manner.

53. Defendant Southgate's breach of duty, as described herein, was a proximate cause of Plaintiff's substantial and severe injuries, which are the natural, probable, and foreseeable consequences of Defendants Southgate's acts and omissions.

Plaintiff requests the award of the following categories of damages:

a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, [redacted] for the necessary care and treatment of the injuries resulting from the collision complained of herein and such charges are reasonable and were the customary charge for such services in the county in which they were rendered;

b. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

c. Physical pain and suffering, both in the past;

d. Physical pain and suffering in the future;

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l. Physical impairment in the future;

m. Cost of medical monitoring and prevention in the future; and

n. Loss of services.

WHEREFORE, Plaintiff prays for an award of damages to be fixed by the trier of fact in a reasonable amount in excess of $25,000.00 (TWENTY-FIVE THOUSAND DOLLARS) against Defendants. Additionally, Plaintiff asks for costs of this action, all prejudgment and post-judgment interest as provided by law, and such other relief as the Court deems appropriate.

/s/ David M. Kramer

David M. Kramer (P63740)
DAVID M. KRAMER, PLLC
25892 Woodward Ave.
Royal Oak, MI 48067
(248) 210-6757
(248) 542-6301
david.kramer@dmkramerlaw.com

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

[redacted]

Plaintiff,

Case No. [redacted]
Hon.

v.

FORD MOTOR COMPANY and
SOUTHGATE AUTOMOTIVE, INC.

Defendants.

DAVID M. KRAMER, PLLC
DAVID M. KRAMER (P63740)
Attorney for Plaintiff
25892 Woodward Avenue
Royal Oak, MI 48220
(248) 210-6757 Tel.
(248) 542-6301 Fax
david.kramer@dmkramerlaw.com

JURY DEMAND

NOW COMES Plaintiff, [redacted] by and through his attorneys, David M. Kramer, PLLC, and hereby demands trial by jury in the above captioned matter

/s/ David M. Kramer

David M. Kramer (P63740)
DAVID M. KRAMER, PLLC
25892 Woodward Ave.
Royal Oak, MI 48067
(248) 210-6757
(248) 542-6301
david.kramer@dmkramerlaw.com



[redacted] | Atlanta, Georgia [redacted] | [redacted]

May 19, 2020

COPY

CXS Ms. Tameka Saddler
Ford Motor Company Motor Company
Customer Experience Specialist
Ford Motor Company Car Team

Via Email: TSaddler1@Ford.com

8660631.3788 EXT 79337

RE: Case # - [redacted]

Dear Ms. Saddler:

As a longtime ***driver of*** (and subsequent, ***owner of***) Ford Motor Company/Lincoln Mercury vehicles for well over 35 years, I was disappointed to learn from Mr. Heinze (Service Manager at Pugmire) that Ford Motor Company has taken the position to not cover the expenses associated with ***the failure of a door latch*** (which was recalled by Ford Motor Company).

HISTORY

Please recall that Ford Motor Company issued a vehicle door latch recall which included my Ford Escape. We were told that the car doors could randomly disengage while driving…which, as you know, could create a safety hazard with a potential to cause an accident and/or worse…fatalities. It was very frustrating early on trying, on ***several*** occasions, to get the part(s) for the recall only to learn that the part was not readily available from Ford Motor Company. Finally, I was told that the replacement parts for the recall were installed.

Here is the problem, the replacement part(s) failed….**causing my door to fly open while in motion on the road**. My questions to Ford Motor Company are many: **1)** why is this failure of the replaced part(s) ***my***, the consumer's, responsibility? **2)** What guarantee and assurance do I have that this failure will not occur again? **3)** Why isn't there a lifetime warranty on this very dangerous recall which could potentially cause **a)** an accident and/or **b)** the loss of life? **4)** This vehicle is a family car Ms. Saddler and my most prized possessions…**my children**…are often in this car!!!

SOLUTION

1) The associated costs for replacing the recent failed part is:

DESCRIPTION	AMOUNT
Part	$111.00
Labor	$ 67.00
TOTAL	$178.00 **(currently due to Pugmire Lincoln Mercury)**

COPY

I am asking that this cost be incurred by Ford Motor Company Motor Company and summarily reimbursed to and made payable to: Pugmire Lincoln Mercury forthwith (referencing my case number/ name/VIN) and tendered to the attention of Mr. Bob Heinze. I am also requesting that the questions raised herein **(paragraph 3 above)** be answered by the proper spokesperson/official of Ford Motor Company…in writing.

2) May I respectfully request: **a)** a proper & complete United States Postal Service (USPS) mailing address for **you**; **b)** USPS mailing address for your legal department (so that I may pass this matter on to my attorney) for alternate resolution as necessary.

Ms. Saddler, I hope that you realize that my taking the time to pen this letter and express my dissatisfaction with the manner in which I have been accommodated and my subsequent willingness to pursue legal remedy speaks well for something that should, seemingly, be so simple to resolve: that **Ford Motor Company "make good" on this very serious safety issue and I make no concessions on this score**.

Thank you for your time and I look forward to your written response.

Respectfully submitted,

[redacted]

cc: Mr. Bob Heinze
Service Manager
Pugmire Lincoln Mercury
1865 Cobb Parkway, SE
Marietta, GA 30060

via email address: bob@pugmire.com

Ford Motor Corporation
Customer Service
P. O. Box 19597
Dearborn, MI 48121

[redacted]
[redacted] Atlanta, Georgia [redacted]

June 4, 2020

Office of General Counsel
Ford Motor Company Product Claim Department
P. O. Box 70
Dearborn, MI 48121-0070

via Certified Mail: [redacted]

RE: Case # - [redacted]

To Whom It May Concern:

This letter is written to address my concerns in my letter dated May 19, 2020 and the subsequent refusal of Ford Motor Corporation to pay for the failed safety part.

I am requesting:

1. That Ford Motor Company remit the amount due ($178.00) for the failed part; and,
2. That you answer my questions/concerns to Ms. Tameka Saddler (highlighted in yellow in my letter dated May 19, 2020, most of which were not answered).

Thank you for your time and I look forward to your written response.

Respectfully submitted,

[redacted]

[redacted]

[redacted]s

Enclosure:

Letter Dated May 19, 2020
CXS Ms. Tameka Saddler
Ford Motor Company Motor Company
Customer Experience Specialist
Ford Motor Company Car Team

Via Email: TSaddler1@Ford.com

8660631.3788 EXT 79337



From: [redacted]
Sent: Tuesday, July 14, 2020 2:14 PM
To: Chabot, Andrew (A.A.) <achabot@ford.com>
Subject: Fw: 2014 ESCAPE DOOR LATCH REPLACEMENT - NEW OCCURENCE

NEW OCCURENCE - 07/14/2020

Mr. Chabot,

Thank you so much for your recent assistance. I am aware of the current "recall on the recall" on parts for the door latches. Please know that today, my passenger rear door latch failed. **I lost not only my laptop (Dell Lattitude) but the use of my vehicle also**. Could someone from Ford please email me/call me so that I know what my expectations should be regarding the door latches on my car; when I can expect the parts to be available to the dealer. Needless to say this continues to be a HUGE and COSTLY **INCONVENIENCE** to me.

Mr. Chabot, I now do not have a vehicle to get to work and I am asking that I be compensated (or provided a vehicle to drive which is preferred) until such time as the "recall on the recall" on parts are available.

Please be reminded that my dealer and point of contact for service is:

ATTN: Mr. Bob Heinze
Pugmire Lincoln Mercury
1865 Cobb Parkway
Marietta, GA 30060

Please let me know how I should proceed and what my expectations should be.

[redacted]

----- Forwarded Message -----
From: Chabot, Andrew (A.A.) <achabot@ford.com>
To: [redacted]>
Cc: Chabot, Andrew (A.A.) <achabot@ford.com>
Sent: Monday, June 29, 2020, 11:18:38 AM EDT
Subject: 2014 ESCAPE DOOR LATCH REPLACEMENT

[redacted]

I left a voice mail for the Service Manager, Bob Heinze and sent him an email advising that Ford OGC will pay the bill directly to the dealership.

PRIVILEGED AND CONFIDENTIAL

This e-mail may contain privileged communications. If you have received it in error, please delete it immediately and notify the sender.



From: dcpform@ford.com
To: Ordcalp, F (F.)
Cc: KARTER@LITHIA.COM
Subject: Dealer/Fleet Request for OGC Review
Date: Friday, August 14, 2020 2:10:09 PM

Dealer/Fleet Request for OGC Review

DEALER INFORMATION:
Dealership Fleet Name: Lithia Ford of Roseburg
Requesting Dealer Fleet: LITHIA FORD OF ROSEBURG
PA Code: 07814
Contact Person: KYLE
Title: ASSISTANT SERVICE MANAGER
Phone Number: 5416736974
Fax Number:
Email: KARTER@LITHIA.COM
Region: PACIFIC STANDARD
Address: 1650 NE STEPHENS ST
City: ROSEBURG
State: Oregon
Zip Code: 97470
CUSTOMER VEHICLE INFORMATION:
Warranty Start Date: 5-23-13
Vehicle Year: 2012
Vehicle Model: FORD FOCUS
Vehicle VIN: 1FAHP3E22CL[redacted]
Mileage: 165827
customer Fleet Name: [redacted]
Street Address: [redacted]
City : MYRTLE CREEK
State : Oregon
Zip Code : [redacted]
Home Phone: [redacted]
Work Phone: [redacted]
Customer Email: [redacted]
Customer Region: PACIFIC STANDARD
DETAILS OF INCIDENT:
Accident
Date of Incident: [redacted]
County incident occurred: DOUGLAS
Is customer alleging a component defect CAUSED the incident? YES
Details: RECALL 16S30 DOOR LATCH FAILED CAUSING
Was a police report filed? NO
Details :
Has the insurance company been contacted? NO
Insurance company advised:

Insurance company contact information:
Coach builder:
City : GLIDE
State : Oregon
Zip Code : 97443
Vehicle Location: GLIDE
Attorney information:
CVO Contact:
Resolution Customer is seeking: CUSTOMER WOULD LIKE ONLY THE DAMAGE IN THE LF THAT WAS CAUSED BY THE DOOR LATCH FAILURE REPAIRED BY THE BODY SHOP. RECALL TO REPLACE DOOR LATCH IS NOW DONE AND GOOD.
Comments: DATE MAY NOT BE EXACT CUSTOMER IS GOING TO TRACK DOWN DATE.

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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INVOICE

Invoice #: [redacted]

Tag #: [redacted]

[redacted]
MYRTLE CREEK, OR [redacted]
Home: **Bus:** Customer #: [redacted]
Cell: [redacted] **Email:** email|none@lithia.com|home Service Advisor: ***170094 KYLE W ARTER***

LITHIA FORD LINCOLN OF ROSEBURG #61
1650 NE STEPHENS · ROSEBURG, OR 97470
P.O. BOX 968
(541) 440-1406 · SERVICE FAX (541) 440-1419
REMIT PAYMENT TO: LITHIA MOTORS SUPPORT SERVICES
PO BOX 4186 PORTLAND, OR 97208-4186

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
	12	FORD FOCUS	1FAHP3E22CL[redacted]	[redacted]	165827	165827

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
07DEC15			17:00 18JUN20		0.00	CASH	20JUN20	07:35 18JUN20	09:38 20JUN20

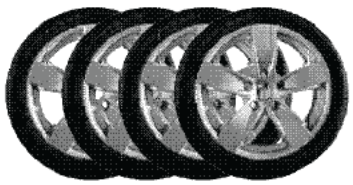
OPTIONS:

ASSUREDSERVICE

RIGHT NOW SERVICE
QUALITY SERVICE WHEN YOU NEED IT. THE WAY YOU WANT IT.

UP FRONT PRICING
THE PRICE YOU'RE QUOTED IS THE PRICE YOU'LL PAY... PERIOD

3 YEAR/50K MILE REPAIR WARRANTY
IF IT BREAKS, WE FIX IT... FREE



WE SELL TIRES
WITH EVERY TIRE PURCHASE YOU RECEIVE:
- FREE TIRE REPLACEMENT
- FREE TIRE ROTATION
- FREE FLAT REPAIRS

HOW'S OUR DRIVING ?

LITHIACares.com
[877] 875-5829

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A RECALL 16S30
CAUSE: .
16S30P 16S30P
164889 WF4 (N/C)
1 CJ5Z*54264A26*A LATCH (N/C)
16S30AA ADDITIONAL ADMINISTRATIVE FEE
164889 WF4 (N/C)
FC: PART#: COUNT:
CLAIM TYPE: 16S30
AUTH CODE: SSYN724861
164889
16s30p-1.5 and 16s30aa- 1.1 = 2.6 /, 164889 replaced all 4 door latches and inspect and record old and new latch date codes, bench test, obtain service manager sign off on the R.O. and upload photos. old- left front-3182, left rear- 1132, right rear-5182, right front-4182. new-right front- 22517b, right rear- 26517b, left rear- 5257, left front-220517.
****

B RECALL 18S32
CAUSE: .
18S32C PROGRAM PCM, PARTS REPLACED
164889 WF4 (N/C)
1 BV6Z*9D289*R TUBE ASY - FUEL VAPOUR SEPARAT (N/C)
18S32D REPLACE PURGE VALVE, 4 DOOR
164889 WF4 (N/C)
FC: PART#: COUNT:
CLAIM TYPE: 18S32
AUTH CODE:
164889
18s32d-0.6/ 18s32c-0.2 = 0.8, 164889
performed recall 18s32d and 18s32c, found DTC- p0456, po452, Reprogram the PCM and
Confirm that the PCM is at the latest level using IDS Release 113.05 Or Higher, Replace the evaporative emissions canister purge

Final price includes .4% corp activity tax imposed on dealer.
"I acknowledge notice and oral approval of an increase in the original estimated price.
_____ Signature or initials"

STATEMENT OF DISCLAIMER AND ARBITRATION AGREEMENT
In the course of servicing, OE equivalent parts may be used.
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. Any dispute between customer and the dealership arising from or related to this vehicle or this transaction will be settled by mandatory and binding arbitration pursuant to the Federal Arbitration Act 9 U.S.C § 1 et. seg. The arbitration shall be conducted by a single arbitrator. The arbitrator may grant whatever relief the parties may be entitled to at law or in equity.

CUSTOMER SIGNATURE

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

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

DESCRIPTION

TOTALS	
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INS/DED/DIS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Copyright 2000 ADP, Inc. ELF XSI6C

Customer Copy

THANK YOU!!

RQ19-005-03074 000288 LC

INVOICE

Invoice #: [redacted]

Tag #: [redacted]

[redacted]
MYRTLE CREEK, OR [redacted]
Home: **Bus:** Customer #: [redacted]
Cell: [redacted] **Email:** email|none@lithia.com|home Service Advisor: ***170094 KYLE W ARTER***

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REMIT PAYMENT TO: LITHIA MOTORS SUPPORT SERVICES
PO BOX 4186 PORTLAND, OR 97208-4186

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
	12	FORD FOCUS	1FAHP3E22CL[redacted]	[redacted]	165827	165827

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
07DEC15			17:00 18JUN20		0.00	CASH	20JUN20	07:35 18JUN20	09:38 20JUN20

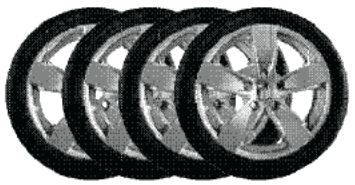
OPTIONS:

ASSUREDSERVICE

RIGHT NOW SERVICE
QUALITY SERVICE WHEN YOU NEED IT. THE WAY YOU WANT IT.

UP FRONT PRICING
THE PRICE YOU'RE QUOTED IS THE PRICE YOU'LL PAY... PERIOD

3 YEAR/50K MILE REPAIR WARRANTY
IF IT BREAKS, WE FIX IT... FREE



WE SELL TIRES
WITH EVERY TIRE PURCHASE YOU RECEIVE:
- FREE TIRE REPLACEMENT
- FREE TIRE ROTATION
- FREE FLAT REPAIRS

HOW'S OUR DRIVING ?

LITHIACares.com
[877] 875-5829

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	valve, Inspect evaporative emissions vapor canister for fuel, no replacement necessary, Inspect fuel tank for signs of being deformed, no replacement necessary						
	**********						
C	CUST STATES THE VEH IS STALLING AND SHOWING SIGNS OF FUEL TANK RECALL						
	BIO BODY INTERIOR						
	999 CFR					0.00	0.00
	**********						
D	COURTESY VEHICLE INSPECTION						
	99P COURTESY VEHICLE INSPECTION						
	999 CI					0.00	0.00
	**********						
E	PERFORM LUBE, OIL, AND FILTER SERVICE WITH COURTESY INSPECTION *						
	LOF PERFORM LUBE, OIL, AND FILTER SERVICE WITH COURTESY INSPECTION *						
	164889 CFR					12.00	12.00
	5 XO*5W20*BSP 5W20 OIL				4.00	4.00	20.00
	1 PO21 OIL FLTR PERFORMAX				9.95	9.95	9.95
	COMPLETED OIL AND CHANGE. TOPPED OFF ALL NECESSARY FLUIDS. CHECKED AND ADJUSTED TIRE PRESSURE. COMPLETED OIL AND CHANGE. TOPPED OFF ALL NECESSARY FLUIDS. CHECKED AND ADJUSTED TIRE PRESSURE.						
	**********						
F	CUST STATES THE LF DOOR OPENED ON ITS OWN WHEN GOING IN REVERSE AND CAUSED SOME DAMAGE TO THE LF DOOR, CAN WE REVERT BACK TO RECALL 16S30 DUE TO IT BEING THE CAUSE						
	BIO BODY INTERIOR						
	999 CI					0.00	0.00
	**********						

~|

5415301702

Final price includes .4% corp activity tax imposed on dealer.
"I acknowledge notice and oral approval of an increase in the original estimated price.
_____ Signature or initials"

STATEMENT OF DISCLAIMER AND ARBITRATION AGREEMENT
In the course of servicing, OE equivalent parts may be used.
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. Any dispute between customer and the dealership arising from or related to this vehicle or this transaction will be settled by mandatory and binding arbitration pursuant to the Federal Arbitration Act 9 U.S.C § 1 et. seq. The arbitration shall be conducted by a single arbitrator. The arbitrator may grant whatever relief the parties may be entitled to at law or in equity.

CUSTOMER SIGNATURE

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

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

DESCRIPTION

TOTALS	
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INS/DED/DIS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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Customer Copy

THANK YOU!

RQ19-005-03074 000289 LC

INVOICE

Invoice #: [redacted]

Tag #: [redacted]

[redacted]
MYRTLE CREEK, OR [redacted]
Home: **Bus:** Customer #: [redacted]
Cell: [redacted] **Email:** email|none@lithia.com|home Service Advisor: ***170094 KYLE W ARTER***

LITHIA FORD LINCOLN OF ROSEBURG #61
1650 NE STEPHENS · ROSEBURG, OR 97470
P.O. BOX 968
(541) 440-1406 · SERVICE FAX (541) 440-1419
REMIT PAYMENT TO: LITHIA MOTORS SUPPORT SERVICES
PO BOX 4186 PORTLAND, OR 97208-4186

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
	12	FORD FOCUS	1FAHP3E22CL[redacted]	[redacted]	165827	165827

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07DEC15			17:00 18JUN20		0.00	CASH	20JUN20	07:35 18JUN20	09:38 20JUN20

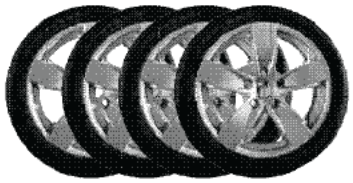
OPTIONS:

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WE SELL TIRES
WITH EVERY TIRE PURCHASE YOU RECEIVE:
- FREE TIRE REPLACEMENT
- FREE TIRE ROTATION
- FREE FLAT REPAIRS

HOW'S OUR DRIVING ?

LITHIACares.com
[877] 875-5829

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

IF THE SERVICE YOU RECEIVED DID NOT EXCEED YOUR STANDARDS, PRIOR TO COMPLETING THE SURVEY, PLEASE CONTACT OUR SERVICE MANAGER ROBERT JOHNSON. YOUR SATISFACTION IS OUR #1 GOAL! THANK YOU FOR COMING TO LITHIA FORD & LINCOLN OF ROSEBURG.





LINCOLN

Final price includes .4% corp activity tax imposed on dealer.
"I acknowledge notice and oral approval of an increase in the original estimated price.
_____ Signature or initials"

STATEMENT OF DISCLAIMER AND ARBITRATION AGREEMENT
In the course of servicing, OE equivalent parts may be used.
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. Any dispute between customer and the dealership arising from or related to this vehicle or this transaction will be settled by mandatory and binding arbitration pursuant to the Federal Arbitration Act 9 U.S.C § 1 et. seg. The arbitration shall be conducted by a single arbitrator. The arbitrator may grant whatever relief the parties may be entitled to at law or in equity.

CUSTOMER SIGNATURE

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

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

DESCRIPTION

TOTALS	
LABOR AMOUNT	12.00
PARTS AMOUNT	29.95
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	41.95
LESS INS/DED/DIS	0.00
SALES TAX	0.17
PLEASE PAY THIS AMOUNT	**42.12**

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Customer Copy

THANK YOU!

RQ19-005-03674 · 000290 LC



Anthony C. Caronna
Paul J. Johnson



Law Offices
CARONNA & JOHNSON, LLP
A Limited Liability Partnership
ATTORNEYS AT LAW / CONSUMER ADVOCATES

REPLY TO
45915 Oasis Street
Indio, California 92201
T (760) 773-4849
F (760) 773-0849

Rancho Mirage Office
71-650 Sahara Road
Suite 3
Rancho Mirage, CA 92270

OGC Lit
Product Claims

October 13, 2020

OCT 26 2020

FMC Consumer Claims
Ford Motor Company
One American Road, Suite 400
Dearborn, MI 48126

Sent via Certified U.S. Mail

Re:	[redacted]
Vehicle:	2013 Ford Fiesta
VIN #:	3FADP4BJ9DM[redacted]
Date of Sale:	April 28, 2013

Dear Gentlepersons,

We have been retained to represent [redacted] regarding her claims and rights related to the purchase of the above referenced 2013 Ford Fiesta. Please direct all correspondence regarding this matter to our office and do not discuss this matter directly with our client without the express written consent of this office.

Please review the attached service repair records. This vehicle has already been presented to Ford's authorized service departments allowing an excessive number of repair attempts for Ford dealers to repair defects, including but not limited to *replacement of two clutch assembly units,* due to continued "excessive slippage," the vehicle "shuddering" upon acceleration, the vehicle does not start on occasions, there is no crank, the right rear door not shutting, and defective rear door latch, among other defects.

The defects present during the express warranty period substantially impair the **safety**, in addition to the **use and value** of the vehicle.

There has been a reasonable number of attempts by Ford dealers to conform this vehicle to the manufacturer's express warranty within the express warranty period, but Ford has been unable to do so. These substantial safety defects have caused our client considerable aggravation. Our client has lost all confidence in this vehicle due to the above mentioned problems.

This letter will serve as notice that after further research, we have determined that Ford Motor Company is hereby required to make restitution with our client in accordance with the **Song-Beverly Consumer Warranty Act,** Cal. Civ. Code § 1793.2(d)(2) and/or Cal. Civ. Code §1794, with the **Magnuson-Moss Warranty Act**, 15 U.S.C. § 2301(3), and in accordance with remedies for breach of warranty under **California UCC** §§ 2313, 2315, which provisions concern the sales of goods and the warranties of merchantability and of fitness for a particular purpose.

Ford Motor Company is a seller, retailer, supplier and/or warrantor in breach of the implied warranties of merchantability and of fitness for a particular purpose; said warranties accompanied the sale of this vehicle to our client. [redacted]

[redacted]s due restitution, costs, expenses and attorney's fees reasonably incurred in connection with this action, as an appropriate remedy for the failure of Ford dealers to repair this vehicle to conform to the express warranty after a reasonable number of attempts. [redacted] hereby exercises her free choice under the law to elect restitution in lieu of replacement. Our client is also entitled to justifiably revoke acceptance of this vehicle under the law, and she hereby revokes acceptance of the 2013 Ford Fiesta vehicle.

The **Song-Beverly Consumer Warranty Act** Cal Civ. Code § 1793.2, and **California UCC** require this notification. As required by the Act, we hereby give you fourteen (14) days to meet your obligation to repurchase this vehicle under the Act.

Please contact our office once you have reviewed this matter. Failure to make an appropriate remedy as demanded will require us to withdraw this offer and proceed accordingly to protect the rights of our client.

Very truly yours,

CARONNA, JOHNSON & ZAMORA, LLP
Attorneys at Law

By: [redacted]
Anthony C. Caronna, Esq.

ACC/rjm
Enc.

LAW® 553-CA-e 7/12

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE

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

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted] Palm Desert, CA [redacted] RIVERSIDE	N/A	PALM SPRINGS MOTORS INC 69-200 HWY 111 Cathedral City, CA 92234

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on all pages of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The additional Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
New	2013	Ford Fiesta	16	3FADP4BJ9DM[redacted]	Personal, family or household unless otherwise indicated below. business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ [redacted]
0.00 %	$ 0.00 (e)	$ [redacted]	$ [redacted] (e)	$ [redacted] (e)

(e) means an estimate

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

Buyer Signs X A[redacted]

Co-Buyer Signs X A N/A

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
[redacted] Payments	[redacted]	Monthly, Beginning 06/12/2013
N/A Payments	N/A	Monthly, Beginning N/A
One Final Payment	N/A	N/A

Late Charge. If payment is not received within [illegible] days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties, minimum finance charges, and security interest.

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

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

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

1. Total Cash Price
   - A. Cash Price of Motor Vehicle and Accessories [redacted]
   - B. Cash Price (other) $ [redacted]
   - C. Cash Price Accessories $ N/A
   - D. Other (Nontaxable)
     - Describe N/A $ N/A
     - Describe N/A $ N/A
   - E. Document Processing Charge (not a governmental fee) $ [redacted]
   - F. Emissions Testing Charge (not a governmental fee) $ N/A
   - G. (Optional) Theft Deterrent Device (to whom paid) FORD $ [redacted]
   - H. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A
   - I. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A
   - J. (Optional) Surface Protection Product (to whom paid) N/A $ N/A
   - K. (Optional) Surface Protection Product (to whom paid) N/A $ N/A
   - L. Sales Tax (taxable items in A-K or trade) $ [redacted]
   - M. Motor Vehicle Registration or Transfer Charge (not to government) (to whom paid) GEN SYS SOLUTIONS $ [redacted]
   - N. (Optional) Service Contract (to whom paid) Ford Extended Service Plan (ES $ [redacted]
   - O. (Optional) Service Contract (to whom paid) MAINTENANCE $ [redacted]
   - P. (Optional) Service Contract (to whom paid) N/A $ N/A
   - Q. (Optional) Service Contract (to whom paid) N/A $ N/A
   - R. (Optional) Service Contract (to whom paid) N/A $ N/A
   - S. Prior Credit or Lease Balance paid by Seller to N/A $ N/A (see worksheet and back of contract)
   - T. (Optional) Gap Contract (to whom paid) Premium Dealer Services $ [redacted]
   - U. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A
   - V. Other (to whom paid) N/A
     - For N/A $ N/A

   Total Cash Price (A through V) $ [redacted]
2. Amounts Paid to Public Officials
   - A. Vehicle License Fees $ [redacted]
   - B. Registration/Transfer/Title Fees $ [redacted]
   - C. California Tire Fees $ 0.00
   - D. Other N/A $ 0.00

   Total Official Fees (A through D) $ [redacted]
3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance column a + b) $ N/A
4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee $ N/A
5. Subtotal (1 through 4) $ [redacted]
6. Total Downpayment
   - A. Agreed Trade-in Value Yr N/A Make N/A Model N/A Vin N/A $ N/A
   - B. Less Motor Vehicle Credit for Trade-in $ N/A
   - C. Net Trade-in (A less B) (indicate if a negative number) $ N/A
   - D. Deferred Downpayment $ N/A
   - E. Manufacturer's Rebate $ [redacted]
   - F. Other N/A $ N/A
   - G. Cash $ N/A

   Total Downpayment (C through G) $ [redacted]

   (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1F above)
7. Amount Financed (5 less 6) $ [redacted]

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

OPTIONAL GAP CONTRACT A gap contract (or cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1O of the Itemization of Amount Financed. See your contract documents for the terms, conditions, and exclusions. It is a part of this contract.

Term [redacted] Mos. Premier Dealer Services Name of Gap Offeror

I want to buy a gap contract.

Buyer Signs X B [redacted]

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1N, 1O, and/or 1P.

1K Company Ford Extended Service Plan (ES
Term [redacted] Mos. or 75000 Miles

1L Company MAINTENANCE
Term [redacted] Mos. or 75000 Miles

1N Company N/A
Term N/A Mos. or N/A Miles

1O Company N/A
Term N/A Mos. or N/A Miles

1P Company N/A
Term N/A Mos. or N/A Miles

Buyer X C [redacted]

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in N/A
N/A N/A

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable:

N/A

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section are void, giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution within ten days.

D [redacted] D N/A

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

WARNING:

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

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

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

S/S X F [redacted] X F N/A

Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its purchaser. If the actual payoff is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff is less than the amount shown in 6B, Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the NOTICE on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in item 6B.

Buyer Signature X G N/A

Co-Buyer Signature X G N/A

CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE

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

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

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 15 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

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

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or maintain any insurance through a particular insurance company. You may purchase insurance from any insurance company that is authorized to do business in this state and that is acceptable to us. [illegible]

Vehicle Insurance

$	N/A	Ded. Comp. Per $	N/A	Max. $	N/A
$	N/A	Ded. Collision		N/A Max. $	N/A
Bodily Injury		N/A Limits	N/A	Max. $	N/A
Property Damage	$	N/A Limits	N/A	Max. $	N/A
Medical	N/A		N/A	Max. $	N/A
N/A			N/A	Max. $	N/A
Total Vehicle Insurance Premiums				$	N/A

[illegible]

You may buy the physical damage insurance from anyone you choose that is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X E [redacted]

Co-Buyer X E N/A

Seller X E [redacted]

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

Application for Optional Credit Insurance

[illegible] Buyer [illegible] Co-Buyer

Credit Disability Single Other

	Term	Date		Premium
Credit Life	N/A	Mos. N/A	$	N/A
Credit Disability	N/A	Mos. N/A	$	N/A
Total Credit Insurance Premiums			$	N/A

Insurance Company Name

N/A

Home Office Address

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. [illegible]

[illegible]

Credit disability insurance pays on the original due date for the first payment received for the insured period. [illegible]

You are applying for [illegible] credit insurance coverage. By signing below, you agree to the insurance you have selected above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS. (Refer to "Total Disabilities Not Covered" in your policy for details).

You want to buy the credit insurance.

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

N/A Date xH Co-Buyer Signature N/A N/A

[illegible]

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Creditor - Seller may receive part of the Finance Charge.

b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.

c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference. The minimum finance charge is as follows: (1) $25 if the original Amount Financed does not exceed $1,000; (2) $50 if the original Amount Financed is more than $1,000 but not more than $2,000; or (3) $75 if the original Amount Financed is more than $2,000.

2. YOUR OTHER PROMISES TO US

a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement (and deductible). THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional gap contract (debt cancellation contract) for coverage of the gap amount may be offered for an additional charge.

b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. **Security interest.** You give us a security interest in:

- The vehicle and all parts or goods installed on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in this vehicle.

d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we do so, we may choose the coverage. You may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may use that refund to reduce what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract. We will send you any notice that the law requires us to give you before we demand it. Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information on a credit application;
- You start a proceeding in bankruptcy or one is started against you or your property;
- The vehicle is lost, damaged or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed $15 if any check you give to us is dishonored.

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True and Accurate Completed Copy - UCC Non-Authoritative Copy

e. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

f. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

f. **We will sell the vehicle** if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
We will apply the money from the sale, less allowed expenses, to 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. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel 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 confiscated, 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. **WARRANTIES; SELLER DISCLAIMS**
If you do not get a written warranty, and the Seller does not enter into 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 or of fitness for a particular purpose.
This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

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

6. **Servicing and Collection Contacts.**
You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. **Applicable Law**
Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. **Warranties of Buyer.** You promise you have given true and correct information in your application for credit. You have no knowledge that will make that information untrue in the future. We have relied on you to be truthful and accurate in providing this information and on the accuracy of that information in entering into this contract.
Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Ca.If Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

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.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller or against the manufacturer of the vehicle or any amount obtained under this contract.

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True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

Seller's Right to Cancel

a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.

b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.

c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.

d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall remain in force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle, until the vehicle is returned to Seller.

Notice to Buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X [redacted] **Co-Buyer Signature X** N/A

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.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X [redacted] Date 04/28/2013 Co-Buyer Signature X N/A Date N/A

Additional Buyer, Co-Buyer, Co-Applicant or person who is responsible for some or all of the selling price. All other Buyers, Co-Buyers, Co-Applicants or persons who are to be shown as owners on the RDA of the vehicle purchased must sign this contract. They will be liable for the selling price of the vehicle unless they are not a party to this contract.

Other Buyer Signature X N/A Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A Guarantor X N/A Date N/A

Address N/A Address N/A

Seller signs PALM SPRINGS MOTORS INC Date 04/28/2013 By X [redacted] Title Finance Manager

FIESTA

Ford | Used Car Store | Quick Lane

FIESTA FORD INC
78990 VARNER ROAD • INDIO, CA 92203
PHONE: (760) 772-8000

EPA # CAL 000327941
BAR # 253219

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
7:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
6/10/20	[redacted]
R/O Close Date	**Status**
6/17/20	Pre-Invoice
Mileage In	**Mileage Out**
22220	22292
Service Advisor / Tag #	
STEVE TAFOLLA/3070	

[redacted]
PALM DESERT, CA [redacted]

Work Phone	Vehicle Identification Number
[redacted]	3FADP4BJ9DM[redacted]
Home Phone	**Delivery Date** / **In-Service Date**
[redacted]	1/01/13

Year	Make	Model	Body	Color	License Number
2013	FORD	FIESTA		GREEN	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted]	
#1 - EST: **ORIGINAL ESTIMATED PRICE $ Sub Total: .00	
#2 - PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATIONS . FRONT REAR . SET PSI TO 35 Sub Total: .00	
#3 - WARR: PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN CUSTOMER STATES SHUDDER FELT ON ACCEL 97032. 2.0HR. EXTENSIVE ROAD TEST MULTIPLE TIMES. NO CODES. MONITOR TRANS PIDS WITH IDS WHILE DRIVING- ALL PASS. UNABLE TO DUPLICATE CUSTOMER SHUDDER CONCERN AT THIS TIME. TRANS SHIFTING AS DESIGNED. NO PROBLEM FOUND.	
#4 - WARR: PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN CUSTOMER STATES INTERM VEHICLE DOES NOT START - NO CRANK	
#5 * 4TIRE: MOUNT AND BALANCE 4 TIRES. *NOTE THIS SET OF TIRESINCLUDES FREE LIFETIMEFLAT REPAIR AND ROTATE EVERY 5-6,000 MILES* THANKS FOR CHOOSING FIESTA !STATEOF CA TIRE FEE OF 1.75 AND A DISPOSAL FEE OF	

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

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

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RQ19-005-83674 000300 LC

FIESTA

Ford | Used Car Store | Quick Lane

FIESTA FORD INC
78990 VARNER ROAD • INDIO, CA 92203
PHONE: (760) 772-8000

EPA # CAL 000327941
BAR # 253219

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
7:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
6/10/20	[redacted]
R/O Close Date	**Status**
6/17/20	Pre-Invoice
Mileage In	**Mileage Out**
22220	22292
Service Advisor / Tag #	
STEVE TAFOLLA/3070	

[redacted]
PALM DESERT, CA [redacted]

Work Phone	Vehicle Identification Number
[redacted]	3FADP4BJ9DM1[redacted]
Home Phone	**Delivery Date** / **In-Service Date**
[redacted]	1/01/13

Year	Make	Model	Body	Color	License Number
2013	FORD	FIESTA		GREEN	[redacted]

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
1.75		
ADDED OPERATION		
**KELLY EDGE, IN STOCK - SEE ERNESTO		
Caused by		
97852		
Tech: JUAN CARLOS GARCIA (852)		60.00
Installed 9001 3564750 26 :195/60R15	4@71.00	284.00
MOUNT AND BALANCE 4 TIRES,		
DOT M6RB NT1R 1819, 1219, 1019. 1119.		
TIRE TAX / DISPOSAL 4 TIRES		14.00
Sub Total: 358.00		
#6 * CP: CUSTOMER PAY REPAIR ORDER		
ADDED OPERATION		
REMOVE ALARM PER CUSTOMER REQUEST		
Caused by		
REMOVED ADD ON ALARM SYSTEM		
Tech: CARLOS PERU (171)		SRV POLICY
TECH 171 LABOR 1.00 REMOVED ADD ON ALARM SYSTEM		
Total Fees Amount		14.00

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

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

LABOR	60.00
PARTS	284.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	24.85
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	382.85

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

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RQ19-005-83674 000301 LC

CUSTOMER #: [redacted]

[redacted]

INVOICE

FIESTA FORD

78-990 VARNER ROAD · INDIO, CALIFORNIA 92203
PHONE (760) 772-8000
MON - FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 3:00 PM

[redacted]

PALM DESERT, CA [redacted]

PAGE 2

HOME: [redacted] CONT: [redacted]
BUS: [redacted] CELL: [redacted]

B.A.R. LICENSE # ARD253219 E.P.A. NO. CAL000327941

SERVICE ADVISOR: 97156 JOE ARRIAGA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
GREEN	13	FORD FIESTA	3FADP4BJ9DM[redacted]	[redacted]	22163/22163	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			12:00 22MAY18		0.00	CASH	23MAY18

R.O. OPENED	READY	OPTIONS: ENG:1.6_Liter_Ti-VCT
09:36 22MAY18	08:13 23MAY18	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

CAUSE: .
WARR PERFORM WARRANTY REPAIRS PER CUSTOMER
CONCERN
97171 WF (N/C)
1 DE8Z*54264A26*B LATCH (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
97171

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
22163 PER FSA 15S16BB 1.50 2011-2014 Fiesta - Replace all four door latches . LABOR 1.50

****

D 14E08-REPROGRAM POWERTRAIN CONTROL MOUDLE
CAUSE: .
WARR PERFORM WARRANTY REPAIRS PER CUSTOMER
CONCERN
97171 WF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
97171

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00
22163 PER FSA 14E08B 0.60 Automatic Transmission - Reprogram PCM . LABOR 0.60

****

E ESTIMATE $100.00
CP CUSTOMER PAY REPAIR ORDER
97999 ISP (N/C)

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

****

Notice To Our Service Customers

Our charges are not based on actual mechanics time. Factors which influence labor charges may include job complexity, specialized training and equipment and length of time required for the specific job.
You will be charged no more than the estimated price approved by you. If we discover that additional or different repairs are necessary, you will be contacted in advance for your approval.

ORIGINAL ESTIMATE $

REVISED ESTIMATE $ REASON ADDITIONAL COST $

AUTHORIZED BY ☐ IN PERSON DATE TIME

BY: ☐ PHONE #

☐ ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.
☐ CUSTOMER ACKNOWLEDGED A RECEIPT OF A COPY HEREOF.

SIGNATURE X DATE

HAZARDOUS WASTE DISPOSAL AS A RESULT OF FEDERAL AND STATE MANDATED MANAGEMENT REGULATIONS, A SMALL AMOUNT WILL BE CHARGED FOR THE DISPOSAL OF HAZARDOUS WASTE GENERATED BY THE REPAIRS OF YOUR VEHICLE. HAZARDOUS WASTE ITEMS ARE OIL, OIL FILTERS, SOLVENTS, TIRES, BATTERIES, ASBESTOS, GASOLINE, ANTIFREEZE, ETC. THIS AMOUNT HAS BEEN INCLUDED IN YOUR ORIGINAL ESTIMATE.
THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE REPAIRS DONE AT THIS TIME.

SIGNATURE DATE

RECOMMENDED REPAIRS:

P & A CODE: 05439 (CHECK (✓) APPROPRIATE BOX)

☐ CLAIMS REVIEW ☐ AUTHORIZATION TO SUBMIT CLAIM ☐ PARTS SCRAP OUT

$ PARTS $ LABOR $ TOTAL

Authorized Signature and Date

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

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

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CUSTOMER COPY

RQ19-005-83674 000302 LC

fernando@anthonycaronna.com

From: Gary Boldizar <gboldizar@fiestaford.com>
Sent: Friday, October 2, 2020 2:24 PM
To: fernando@anthonycaronna.com
Subject: [redacted] Call Monday A.M.

Detailed Vehicle Specification

VIN	3FADP4BJ9DM[redacted]				
Vehicle Line	C/CH	**Market Derived Code**	F		
Body Cab	C/FA	**Ver. Series**	C/QC		
Drive Type	C/A				
PLT CD	A2	**TRS CD**	C/CQ	**ENG CD**	C/TS
Production Date	28-MAR-13	**Warranty Start Date**	28-APR-13		
Selling Dealer	171430	**Selling Country**	USA		

AWS Claim Key	Trx Code	Time In Service	Labor Hours	Dealership	DIST (Miles)	Repair Date	F
Details 8020103	E84	16	1.1	FIESTA FORD, INC.	15949	29-JUL-14	E
Customer Comments		CHECK AND ADVISE, CUSTOMER STATES RIGHT REARDOOR WILL NOT SHUT					
Tech Comments		CHECK OUT REMOVED RIGHT REAR DOOR PANEL WINDOW REGULATOR AND OUTSIDE D REPLACING DOOR LATCH ASSEMBLE. REASSEMBLE RETEST OPERATION OK.					
Details 11685742	E84	24	5.4	FIESTA FORD, INC.	20946	25-MAR-15	E
Customer Comments		S,O,P PARTS ARE IN FOR INSTALL ... CUSTOMER STATES VEHICLE HAS A SHUDDER SENS. AND TO A COAST CHECK AND ADVISE					
Tech Comments		REPROGRAM PCM AND TCM. PERFORM RELEARN AND RETEST AS PER TSB 14- 0131. EX(CLUTCH ASSY AND BOTH INPUT SEALS. PERFORM RELEARN.					
Details 11685743	E84	24	.5	FIESTA FORD, INC.	20946	25-MAR-15	E
Customer Comments		S,O,P PARTS ARE IN FOR INSTALL ... CUSTOMERSTATES VEHICLES DRIVERS SEAT OUTER ADVISE					
Tech Comments		M-TIME 0.5 REMOVED LEFT FRONT SEAT FOR ACCESS TO REPLACING OUTER PANEL . RE					
Details 22956682	14E08	62	.6	FIESTA FORD, INC.	22163	22-MAY-18	*
Customer Comments		14E08-REPROGRAM POWERTRAIN CONTROL MOUDLE					
Tech Comments		AUTOMATIC TRANSMISSION - REPROGRAM PCM . LABOR 0.60					
Details 22957200	14M01	62	5.7	FIESTA FORD, INC.	22163	22-MAY-18	*
Customer Comments		CHECK AND ADVISE, CUSTOMER STATES TRANSMISSION SHUDDERS HARD INTO GEAR W NO WARNING LAMPS ARE ON					
Tech Comments		PERFORM CLUTCH SLIPPAGE DIAGNOSIS AS PER TSB 16-0109. EXCESSIVE SLIPPAGE. OU WSM. REPLACE CLUTCH ASSY. PERFORM PCM AND TCM UPDATE AND ADAPTIVE RELEAR CODE-RPPY HMBLNRLDM					
Details 22969876	15S16	62	1.5	FIESTA FORD, INC.	22163	22-MAY-18	*
Customer Comments		15S16-DOOR LATCH REPLACEMENT					
Tech Comments		2011-2014 FIESTA - REPLACE ALL FOUR DOOR LATCHES . LABOR 1.50					

Vehicle History Report

05/07/2018 06:36 PM

VIN: 3FADP4BJ9DM[redacted] 2013 FORD FIESTA

Repair Order: [redacted] | Mileage: 20946 | Total: $0.00
Open Date: 03/25/2015 | Closed Date: 03/27/2015 | Advisor : Alonso G Vibanco
Owner [redacted]

Service: MT MT62187

Type: WF | Technician: Carlos Peru | Comeback: N
Labor: $53.05 | Parts: $13.90 | Misc: $0.00

Complaint: S,O,P PARTS ARE IN FOR INSTALL ... CUSTOMER STATES VEHICLES DRIVERS SEAT OUTER PANNELS ARE LOOSE CHECK AND ADVISE

Cause: 1

Correction: 20946 BROKEN M-TIME 0.5 REMOVED LEFT FRONT SEAT FOR ACCESS TO REPLACING OUTER PANEL . REINSTALLED SEAT

Service: PSI CHECK AND SET TIRE PRESSURE TO MFG'S SPEC IFICATIONS. FRONT REAR .

Type: ISP | Technician: Tom Grutz | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

Cause:

Correction: 20946 32 PSI

Service: 140197B TSB-140197

Type: WF | Technician: Tom Grutz | Comeback: N
Labor: $572.94 | Parts: $507.92 | Misc: $0.00

Complaint: S,O,P PARTS ARE IN FOR INSTALL ... CUSTOMER STATES VEHICLE HAS A SHUDDER SENSATION WHEN DIRVING TAKING OFF AND TO A COAST CHECK AND ADVISE

Cause: 1

Correction: 20946 REPROGRAM PCM AND TCM. PERFORM RELEARN AND RETEST AS PER TSB 14-0131. EXCESSIVE CLUTCH SLIPPAGE. REPLACE CLUTCH ASSY AND BOTH INPUT SEALS. PERFORM RELEARN.

Repair Order: [redacted] | Mileage: 20925 | Total: $0.00
Open Date: 01/02/2015 | Closed Date: 01/02/2015 | Advisor : Ramon S Rochin
Owner: [redacted]

Service: WARR ORDERED TRIM COMPONATES

Type: ISP | Technician: Conrad Cossio Jr | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: CUSTOMER STATES VEHICLES DRIVERS SEAT OUTER PANNELS ARE LOOSE CHECK AND ADVISE

Cause:

Correction: 20925 PART ORDER.DR,SEAT TRIM

Service: WASH PERFORM QUALITY CAR WASH, VACUUM, AND HAND DRY.

Type: ISP | Technician: Conrad Cossio Jr | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: PERFORM QUALITY CAR WASH, VACUUM, AND HAND DRY.

Cause:

Correction:

Service: PSI CHECK AND SET TIRE PRESSURE TO MFG'S SPEC IFICATIONS. FRONT REAR .

Type: ISP | Technician: Conrad Cossio Jr | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

Cause:

Correction: 20925 FRONT 35 REAR 35

Service: WARR CLUTCH AND SEAL COMPONATES ORDERED

Type: ISP | Technician: Tom Grutz | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: CUSTOMER STATES VEHICLE HAS A SHUDDER SENSATION WHEN DIRVING TAKING OFF AND TO A COAST CHECK AND ADVISE

Cause:

Correction:

Repair Order: [redacted] | Mileage: 15949 | Total: $0.00
Open Date: 07/29/2014 | Closed Date: 07/30/2014 | Advisor : Joe Arriaga
Owner: [redacted]

Service: 27406B5 LATCH-REAR DOOR - REPLACE (26412/26413/264A00) - L

Type: WF | Technician: Martin Lopez | Comeback: N
Labor: $95.49 | Parts: $0.00 | Misc: $0.00

Complaint: LATCH-REAR DOOR - REPLACE (26412/26413/264A00) - L

Cause:

Correction:

Service: SRO Moved to: 226013C Line: A

Type: CP | Technician: House Tech | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: Moved to: 226013C Line: A

Cause:

Correction:

Service: 27406B TRIM PANEL-REAR DOOR - REMOVE AND INSTALL (27406/27407) - L

Type: WF | Technician: Martin Lopez | Comeback: N
Labor: $21.22 | Parts: $152.24 | Misc: $0.00

Complaint: CHECK AND ADVISE, CUSTOMER STATES RIGHT REAR DOOR WILL NOT SHUT

Cause: .

Correction: 15949 WONT LATCH CHECK OUT REMOVED RIGHT REAR DOOR PANEL WINDOW REGULATOR AND OUTSIDE DOOR HANDLE FOR ACCESS TO REPLACING DOOR LATCH ASSEMBLE. REASSEMBLE RETEST OPERATION OK.

Repair Order: [redacted] | Mileage: 15949 | Total: $0.00
Open Date: 07/29/2014 | Closed Date: 07/29/2014 | Advisor : Joe Arriaga
Owner: [redacted]

Service: PSI CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

Type: ISP | Technician: Martin Lopez | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

Cause:

Correction:

Repair Order: [redacted] | Mileage: 3053 | Total: $29.00
Open Date: 08/02/2013 | Closed Date: 08/05/2013 | Advisor : 1626
Owner: [redacted]

Service: 99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES

Type: INFO | Technician: 678 | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES

Cause: MPI.

Correction:

Service: GTIRE REQUIRES IMMEDIATE ATTENTION (3/32" OR LESS)

Type: INFO | Technician: 678 | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: REQUIRES IMMEDIATE ATTENTION (3/32" OR LESS)

Cause:
Correction:

Service: INFO ONLY

Type: INFO | Technician: Misc Tech | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: PREWRITE 120036
Cause:
Correction:

Service: GBATT BATTERY GOOD

Type: INFO | Technician: 678 | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: BATTERY GOOD
Cause:
Correction:

Service: NOTIFIED DATE AND TIME NOTIFIED OF COMPLETION

Type: INFO | Technician: Misc Tech | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: WAITING
Cause:
Correction:

Service: WASH SERVICE COURTESY WASH

Type: INFO | Technician: Misc Tech | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: SERVICE COURTESY WASH
Cause:
Correction:

Service: 1LOF FIRST VISIT OIL/FILTER CHANGE (NO CHARGE)

Type: CF | Technician: 678 | Comeback: N
Labor: $11.57 | Parts: $17.47 | Misc: $0.00

Complaint: FIRST VISIT OIL/FILTER CHANGE (NO CHARGE)
Cause: OIL DIRTY.
Correction:

Service: GBK CHECKED AND OK (DISC: OVER 5MM OR 7/32),(DRUM: OVER 2MM OR 3/32)

Type: INFO | Technician: 678 | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: CHECKED AND OK (DISC: OVER 5MM OR 7/32),(DRUM: OVER 2MM OR 3/32)
Cause:
Correction:

CUSTOMER #: [redacted]

[redacted]

INVOICE

FIESTA FORD

78-990 VARNER ROAD · INDIO, CALIFORNIA 92203
PHONE (760) 772-8000
MON - FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 3:00 PM

[redacted]
PALM DESERT, CA [redacted]
HOME: [redacted] CONT: [redacted]
BUS: [redacted] CELL: [redacted]

B.A.R. LICENSE # ARD253219 E.P.A. NO. CAL000327941

SERVICE ADVISOR: 97156 JOE ARRIAGA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
GREEN	13	FORD FIESTA	3FADP4BJ9DM[redacted]	[redacted]	22163/22163	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			12:00 22MAY18		0.00	CASH	23MAY18

R.O. OPENED	READY	OPTIONS: ENG:1.6_Liter_Ti-VCT
09:36 22MAY18	08:13 23MAY18	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CHECK AND ADVISE, CUSTOMER STATES TRANSMISSION SHUDDERS HARD INTO GEAR WHEN ACCELLERATING FROM A STOP-NO WARNING LAMPS ARE ON

CAUSE: .

WARR PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN

97413 BERNAL,ISAIAS A LIC#: Y

WF (N/C)

1 FA6Z*7B546*A CLUTCH ASY (N/C)
1 EV6Z*7052*D SEAL ASY - OIL (N/C)
1 XT*11*QDC FLUID - TRANSMISSION (N/C)
1 PM*4*A BRAKE CLEANER (N/C)
1 XL*2* LUBRICANT - UNIVERSAL ANTI-SEI (N/C)
1 F1FZ*7H183*A PLUG (N/C)
1 BE8Z*6731*AB KIT - ELEMENT & GASKET - OIL F (N/C)
1 BE8Z*6L621*A GASKET (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
97413

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

22163 PERFORM CLUTCH SLIPPAGE DIAGNOSIS AS PER TSB 16-0109. EXCESSIVE SLIPPAGE. OUTSIDE OF EXPECTED LIMITS AS PER WSM. REPLACE CLUTCH ASSY. PERFORM PCM AND TCM UPDATE AND ADAPTIVE RELEARN. LABOR OPS 160109B, 160109C. RVC CODE-RPPYHMBLNRLDM

****

B CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR . PSI CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

97413 BERNAL,ISAIAS A LIC#: Y

ISP (N/C)

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

22163 32 PSI

****

C 15S16-DOOR LATCH REPLACEMENT

Notice To Our Service Customers

Our charges are not based on actual mechanics time. Factors which influence labor charges may include job complexity, specialized training and equipment and length of time required for the specific job.
You will be charged no more than the estimated price approved by you. If we discover that additional or different repairs are necessary, you will be contacted in advance for your approval.

ORIGINAL ESTIMATE $

REVISED ESTIMATE $ REASON ADDITIONAL COST $

AUTHORIZED BY ☐ IN PERSON DATE TIME
BY:- ☐ PHONE #

☐ ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.
☐ CUSTOMER ACKNOWLEDGED A RECEIPT OF A COPY HEREOF.

SIGNATURE X DATE

HAZARDOUS WASTE DISPOSAL AS A RESULT OF FEDERAL AND STATE MANDATED MANAGEMENT REGULATIONS, A SMALL AMOUNT WILL BE CHARGED FOR THE DISPOSAL OF HAZARDOUS WASTE GENERATED BY THE REPAIRS OF YOUR VEHICLE. HAZARDOUS WASTE ITEMS ARE OIL, OIL FILTERS, SOLVENTS, TIRES, BATTERIES, ASBESTOS, GASOLINE, ANTIFREEZE, ETC. THIS AMOUNT HAS BEEN INCLUDED IN YOUR ORIGINAL ESTIMATE.
THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE REPAIRS DONE AT THIS TIME.

SIGNATURE DATE
RECOMMENDED REPAIRS:

P & A CODE: 05439 (CHECK (✓) APPROPRIATE BOX)

☐ CLAIMS REVIEW ☐ AUTHORIZATION TO SUBMIT CLAIM ☐ PARTS SCRAP OUT

$ PARTS $ LABOR $ TOTAL

Authorized Signature and Date

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

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

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CUSTOMER COPY

RQ19-005-83674 000307 LC

01168797 CA

Anthony C. Caronna
Paul J Johnson
Hilda H. Zamora



Law Offices
CARONNA, JOHNSON & ZAMORA, LLP
A Limited Liability Partnership
ATTORNEYS AT LAW / CONSUMER ADVOCATES

REPLY TO
71-650 Sahara Rd., Suite 2
Rancho Mirage, California 92270
T (760) 773-4849 • F (760) 773-0884

Indio Office
45915 Oasis Street
Indio, CA 92201
(760) 347-0169

June 1, 2018

Ford Motor Company
Consumer Affairs Division
PO Box 6248 MD-3NE-B
Dearborn, MI 48126

OGC Lit
Consumer Claims

JUN - 6 2018

Sent via Certified U.S. Mail

Re:	[redacted]
Vehicle:	2013 Ford Fiesta
VIN #:	3FADP4BJ9DM[redacted]
Date of Sale:	April 28, 2013

Dear Gentlepersons,

We have been retained to represent the above named client regarding her claims and rights related to the purchase of the above referenced 2013 Ford Fiesta. Please direct all correspondence regarding this matter to our office and do not discuss this matter directly with our client without the express written consent of this office.

Please review the attached service repair records. This vehicle has already been presented to Ford's authorized service departments allowing an excessive number of repair attempts for Ford dealers to repair defects, including but not limited to *replacement of two clutch assembly units,* due to continued "excessive slippage," right rear door not shutting, and defective rear door latch, amongst other defects. **The defects present during the express warranty period substantially impair the safety,** in addition to the **use and value** of the vehicle.

There has been a reasonable number of attempts by Ford dealers to conform this vehicle to the manufacturer's express warranty within the express warranty period, but Ford has been unable to do so. These substantial safety defects have caused our client considerable aggravation. Our client has lost all confidence in this vehicle due to the above mentioned problems.

This letter will serve as notice that after further research, we have determined that Ford Motor Company is hereby required to make restitution with our client in accordance with the **Song-Beverly Consumer Warranty Act,** Cal. Civ. Code § 1793.2(d)(2) and/or Cal. Civ. Code §1794, with the **Magnuson-Moss Warranty Act**, 15 U.S.C. § 2301(3), and in accordance with remedies for breach of warranty under **California UCC** §§ 2313, 2315, which provisions concern the sales of goods and the warranties of merchantability and of fitness for a particular purpose.

Ford Motor Company is a seller, retailer, supplier and/or warrantor in breach of the implied warranties of merchantability and of fitness for a particular purpose; said warranties accompanied the sale of this vehicle to our client.

Our client is due restitution, costs, expenses and attorney's fees reasonably incurred in connection with this action, as an appropriate remedy for the failure of Ford dealers to repair this vehicle to conform to the express warranty after a reasonable number of attempts. [redacted] hereby exercises her free choice under the law to elect restitution in lieu of replacement. Our client is also entitled to justifiably revoke acceptance of this vehicle under the law, and hereby revokes acceptance of the vehicle.

The **Song-Beverly Consumer Warranty Act** Cal Civ. Code § 1793.2, and **California UCC** require this notification. As required by the Act, we hereby give you fourteen (14) days to meet your obligation to repurchase this vehicle under the Act.

Please contact our office once you have reviewed this matter. Failure to make an appropriate remedy as demanded will require us to withdraw this offer and proceed accordingly to protect the rights of our client.

Very truly yours,

CARONNA, JOHNSON & ZAMORA, LLP
Attorneys at Law

By: [redacted]
Anthony C. Caronna, Esq.

ACC/rjm
Enc.

LAW 553-CA-e 7/12

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE

N/A N/A N/A N/A

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted] Palm Desert, CA [redacted] RIVERSIDE	N/A	PALM SPRINGS MOTORS INC 69-200 HWY 111 Cathedral City, CA 92234

You the Buyer (and Co-Buyer, if any) may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on all pages of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Additional Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
New	2013	Ford Fiesta	16	3FADP4BJ9DM[redacted]	Personal, family or household unless otherwise indicated below. business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of [redacted]
0.00 %	$ 0.00 (e)	$ [redacted]	$ [redacted] (e)	$ [redacted] (e)

(e) means an estimate

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

Buyer Signs X A[redacted]

Co-Buyer Signs X A N/A

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
[redacted] Payments	[redacted]	Monthly, Beginning [redacted]
N/A Payments	N/A	Monthly, Beginning N/A
One Final Payment	N/A	N/A

Late Charge. If payment is [illegible] you will be charged [illegible] of the past due payment, but not less.

Prepayment. If you pay off all or part early, you may [illegible] charge.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including [illegible] and [illegible] default, any required repayment in full before the scheduled date, prepayment refunds and penalties, late charges, and security interest.

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

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

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

1. Total Cash Price
   - Describe: N/A — $ N/A
   - Describe: N/A — $ N/A
2. Amount Paid to Public Officials
   - Vehicle License Fee — $ [redacted]
   - Registration/Transfer/Title Fees — $ 100.00
   - Certificate Fee — $ 0.00
   - Other: N/A — $ 0.00
   - Total Official Fees (1 through 2) — $ [redacted]
3. Amount Paid to Insurance Companies
   - (Total premiums from Statement of Insurance (column a + b)) — $ N/A
4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee — $ N/A
5. Subtotal (1 through 4) — $ [redacted]
6. Total Downpayment
   - Gross Trade-In Value: N/A Year N/A Make N/A — $ N/A
   - N/A — N/A
   - N/A
   - $ N/A
   - $ N/A
   - $ N/A
   - $ [redacted]
   - N/A — $ N/A
   - $ N/A
   - Total Downpayment (6 through 8) — $ [redacted]
9. Unpaid Balance of Cash Price (5 minus 9 but not less than zero) as a positive number or line 1P above — $ [redacted]
7. Amount Financed (10 plus 11) — $ [redacted]

OPTIONAL GAP CONTRACT: A gap contract may be purchased or sold by you or anyone else. It is not required to obtain credit and will not be provided unless you sign below and pay the extra charge. See your contract for any additional information and terms. If you buy gap coverage, the charge is shown in item 10 of the Itemization of Amount Financed. See your contract for any additional information and terms. If you buy gap coverage, the charge is shown in item 10 of the Itemization of Amount Financed.

Term [redacted] Mos. Premier Dealer Services
Name of Gap Provider

I want to buy a gap contract.

Buyer Signs X B[redacted]

OPTIONAL SERVICE CONTRACT(S): You may purchase the service contract(s) written with this agreement. You may pay cash for the item(s) shown below in the amount(s) shown in item 10K, 10L, 10M, 10N, or 10O.

Ford Extended Service Plan (ES
Term [redacted] Mos. or 75000 Miles
10M Company MAINTENANCE
Term [redacted] Mos. or 75000 Miles
10N Company N/A
Term N/A Mos. or N/A Miles
10O Company N/A
Term N/A Mos. or N/A Miles

Buyer Signs X C[redacted]

SELLER ASSISTED LOAN
Seller MAY BE REQUIRED TO PURSUE BORROWER TO COLLECT THE LOAN, AND MAY BE OBLIGATED TO REPURCHASE INSTALLMENT PAYMENTS ON BOTH THE INSTALLMENT SALE CONTRACT AND THE LOAN.

Finance Charge N/A
Amount $ N/A Finance Charge $ N/A
Note N/A Payable N/A
N/A N/A

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable:

N/A

OPTION: ☐ You pay no finance charge if this Amount Financed, Item 7, is paid in full on or before N/A Year N/A. SELLER'S INITIALS N/A

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

BUYER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 2 do not apply. The Seller does not have the right to cancel if Seller assigns this contract to a finance source that does not allow

D [redacted] D N/A

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

WARNING:

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

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

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

S/S x F [redacted] x F N/A

Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in box 6B of the Itemization of Amount Financed as the "Pay Credit or Lease Balance." You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any overage Seller receives from your trade-in lender or lessor. Except as stated in the Section 6B or otherwise in this contract, any overage of this contract will not be collected to pay the Pay Credit or Lease Balance shown in your payoff.

Buyer Signature x G N/A

Co-Buyer Signature x G N/A

CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE

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

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

If the insurance company pays the claim within the three calendar months, we will collect the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 30 days from the date that the rejection or the acceptance of the partial disability is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in a statement from your doctor certifying your continued disability before it will pay benefits, you should send in these completed forms on a timely basis. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the

	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
N/A		N/A	N/A
			N/A

for the loan by the proposed insurance company. Insurance separate from anyone else offered or available to us. Policy are not [redacted]

Buyer x E [redacted]

Co-Buyer x E N/A

Seller x E [redacted]

Application for Optional Credit Insurance

	N/A	N/A	N/A
	N/A	N/A	N/A
			N/A

N/A

N/A

N/A	H	N/A	N/A
N/A	H	N/A	N/A

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OTHER IMPORTANT AGREEMENTS

FINANCE CHARGE AND PAYMENTS

a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Creditor - Seller may receive part of the Finance Charge.

b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.

c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will tell you a notice telling you about these changes before the final scheduled payment is due.

d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (a) $25 if the original Amount Financed is not more than $1,000; (b) $50 if the original Amount Financed is more than $1,000 but not more than $2,000; or (c) $75 if the original Amount Financed is more than $2,000.

2. YOUR OTHER PROMISES TO US

a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

> **GAP LIABILITY NOTICE**
> In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement, and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional gap contract (debt cancellation contract) for coverage of the gap amount may be offered for an additional charge.

b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada or to sell, conceal or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. **Security Interest.**

You give us a security interest in:

- The vehicle and all parts or goods installed on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges for such contracts.

This security interest will secure payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle.

d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance to protect our interest. We are under no duty to buy physical damage insurance. If we buy insurance, it may protect your interest only while we own a security interest in the vehicle, or it may cover both you and us. It will not cover you for liability or for damage to your vehicle. It may cost more than insurance you could buy on your own and may provide less coverage. It may be written by one of our affiliates and we may receive a commission. We will tell you how much it costs and what it covers. If we buy insurance, we will charge you for it. We may buy insurance from any company we choose that is authorized to do business in the state where the vehicle is principally garaged. We may buy insurance that covers only our interest. If we buy other types of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. **What happens to returned insurance, maintenance, service, or other contract charges.** If you pay off early, all unearned insurance, maintenance, service, or other contract charges will be refunded or credited to you or the first scheduled payment when due.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

b. **You may have to pay all you owe at once.** If you break any promises (contracts) we may demand that you pay all you owe at once. This is called acceleration. We will have the right to do this if:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information on a credit application;
- You start a proceeding in bankruptcy or one is started against you or your property;
- The vehicle is lost, damaged or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed, the unearned part of the Finance Charge, any late charges, and any amounts due because you defaulted.

c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. We agree to pay a charge of no more than $15 if any check you give us is not honored.

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c. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

d. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem) by paying us the full amount you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action that cures the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

e. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
We will apply the money from the sale, less allowed expenses, to 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. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.

g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel 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 confiscated, 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. WARRANTIES SELLER DISCLAIMS
If you do not get a written warranty, then you if you does not enter into a service contract within 60 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 or of fitness for a particular purpose.
This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller says the vehicle is a certified used vehicle, the warranty rights mentioned in this paragraph are not disclaimed.

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

6. Servicing and Collection Contacts.
You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number that you provide us, even if the telephone number you provide is a cell phone number or the contact results in a charge to you.

7. Applicable Law
Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. Warranties of Buyer. You promise you have given true and complete information on the application for credit you have to the best of your knowledge that will make that information accurate if it is not. We have relied on this information in deciding to enter into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

9. Where to Pay. You will pay us at the address stated on page 1 or at such other address as we may designate in writing. If you are required to furnish us a separate address to us.

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.

The preceding NOTICE applies only to goods or services purchased primarily for personal, family or household use. In all other cases, Buyer will not assert against any assignee or holder of this contract any claim or defense the Buyer (debtor) may have against the Seller or obtain a refund from the Seller for any reduction of the purchase price.

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Seller's Right to Cancel

a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller normally does business, Seller or replacement acceptable to Seller, Seller may cancel the contract.

b. Seller shall give you written notice (or in any other manner Seller's actual notice is given to you) within 10 days of the date this contract is signed if Seller decides to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, except for any reasonable use or depreciation. Seller must give back to you all consideration received by Seller, including any trade-in.

c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.

d. While the vehicle is in your possession, all terms of this contract, including those relating to use of the vehicle and insurance for the vehicle, shall remain in force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

Notice to Buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X I [redacted] **Co-Buyer Signature X** I N/A

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.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X J [redacted] Date 04/28/2013 Co-Buyer Signature X J N/A Date N/A

Printed Name of Other Owner — If Any (Lienholder's name may be entered in lieu of Other Owner's name if Lienholder is to be shown on the title to the vehicle but does not own any part of it.)

Other Owner Signature X N/A Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A Guarantor X N/A Date N/A

Address N/A Address N/A

Seller signs PALM SPRINGS MOTORS INC Date 04/28/2013 By X K [redacted] Title Finance Manager

LAW FORM NO. 553-CA-6 [illegible]

LAW 553 CA-6 7/12 (rf) Page 5 of 5

Vehicle History Report

05/07/2018 06:36 PM

VIN: 3FADP4BJ9DM[redacted] 2013 FORD FIESTA

Repair Order: [redacted] Mileage: 20946 Total: $0.00
Open Date: 03/25/2015 Closed Date: 03/27/2015 Advisor: Alonso G Vibanco
Owner: [redacted]

Service: MT MT62187

Type: WF | Technician: Carlos Peru | Comeback: N
Labor: $53.05 | Parts: $13.90 | Misc: $0.00

Complaint: S,O,P PARTS ARE IN FOR INSTALL ... CUSTOMER STATES VEHICLES DRIVERS SEAT OUTER PANNELS ARE LOOSE CHECK AND ADVISE

Cause: 1

Correction: 20946 BROKEN M-TIME 0.5 REMOVED LEFT FRONT SEAT FOR ACCESS TO REPLACING OUTER PANEL . REINSTALLED SEAT

Service: PSI CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

Type: ISP | Technician: Tom Grutz | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

Cause:

Correction: 20946 32 PSI

Service: 140197B TSB-140197

Type: WF | Technician: Tom Grutz | Comeback: N
Labor: $572.94 | Parts: $507.92 | Misc: $0.00

Complaint: S,O,P PARTS ARE IN FOR INSTALL ... CUSTOMER STATES VEHICLE HAS A SHUDDER SENSATION WHEN DIRVING TAKING OFF AND TO A COAST CHECK AND ADVISE

Cause: 1

Correction: 20946 REPROGRAM PCM AND TCM. PERFORM RELEARN AND RETEST AS PER TSB 14-0131. EXCESSIVE CLUTCH SLIPPAGE. REPLACE CLUTCH ASSY AND BOTH INPUT SEALS. PERFORM RELEARN.

Repair Order: [redacted] Mileage: 20925 Total: $0.00
Open Date: 01/02/2015 Closed Date: 01/02/2015 Advisor: Ramon S Rochin
Owner: [redacted]

Service: WARR ORDERED TRIM COMPONATES

Type: ISP | Technician: Conrad Cossio Jr | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: CUSTOMER STATES VEHICLES DRIVERS SEAT OUTER PANNELS ARE LOOSE CHECK AND ADVISE

Cause:

Correction: 20925 PART ORDER.DR,SEAT TRIM

Service: WASH PERFORM QUALITY CAR WASH, VACUUM, AND HAND DRY.

Type: ISP | Technician: Conrad Cossio Jr | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: PERFORM QUALITY CAR WASH, VACUUM, AND HAND DRY.

Cause:

Correction:

Service: PSI CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

Type: ISP | Technician: Conrad Cossio Jr | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

Cause:

Correction: 20925 FRONT 35 REAR 35

Service: WARR CLUTCH AND SEAL COMPONATES ORDERED

Type: ISP | Technician: Tom Grutz | Comeback: N

Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: CUSTOMER STATES VEHICLE HAS A SHUDDER SENSATION WHEN DIRVING TAKING OFF AND TO A COAST CHECK AND ADVISE

Cause:

Correction:

Repair Order: [redacted] | Mileage: 15949 | Total: $0.00

Open Date: 07/29/2014 | Closed Date: 07/30/2014 | Advisor: Joe Arriaga

Owner: [redacted]

Service: 27406B5 LATCH-REAR DOOR - REPLACE (26412/26413/264A00) - L

Type: WF | Technician: Martin Lopez | Comeback: N

Labor: $95.49 | Parts: $0.00 | Misc: $0.00

Complaint: LATCH-REAR DOOR - REPLACE (26412/26413/264A00) - L

Cause:

Correction:

Service: SRO Moved to: 226013C Line: A

Type: CP | Technician: House Tech | Comeback: N

Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: Moved to: 226013C Line: A

Cause:

Correction:

Service: 27406B TRIM PANEL-REAR DOOR - REMOVE AND INSTALL (27406/27407) - L

Type: WF | Technician: Martin Lopez | Comeback: N

Labor: $21.22 | Parts: $152.24 | Misc: $0.00

Complaint: CHECK AND ADVISE, CUSTOMER STATES RIGHT REAR DOOR WILL NOT SHUT

Cause: .

Correction: 15949 WONT LATCH CHECK OUT REMOVED RIGHT REAR DOOR PANEL WINDOW REGULATOR AND OUTSIDE DOOR HANDLE FOR ACCESS TO REPLACING DOOR LATCH ASSEMBLE. REASSEMBLE RETEST OPERATION OK.

Repair Order: [redacted] | Mileage: 15949 | Total: $0.00

Open Date: 07/29/2014 | Closed Date: 07/29/2014 | Advisor: Joe Arriaga

Owner: [redacted]

Service: PSI CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

Type: ISP | Technician: Martin Lopez | Comeback: N

Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

Cause:

Correction:

Repair Order: [redacted] | Mileage: 3053 | Total: $29.00

Open Date: 08/02/2013 | Closed Date: 08/05/2013 | Advisor: 1626

Owner: [redacted]

Service: 99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES

Type: INFO | Technician: 678 | Comeback: N

Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES

Cause: MPI.

Correction:

Service: GTIRE REQUIRES IMMEDIATE ATTENTION (3/32" OR LESS)

Type: INFO | Technician: 678 | Comeback: N

Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: REQUIRES IMMEDIATE ATTENTION (3/32" OR LESS)

Cause:

Correction:

Service: INFO ONLY

Type: INFO | Technician: Misc Tech | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: PREWRITE 120036
Cause:
Correction:

Service: GBATT BATTERY GOOD

Type: INFO | Technician: 678 | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: BATTERY GOOD
Cause:
Correction:

Service: NOTIFIED DATE AND TIME NOTIFIED OF COMPLETION

Type: INFO | Technician: Misc Tech | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: WAITING
Cause:
Correction:

Service: WASH SERVICE COURTESY WASH

Type: INFO | Technician: Misc Tech | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: SERVICE COURTESY WASH
Cause:
Correction:

Service: 1LOF FIRST VISIT OIL/FILTER CHANGE (NO CHARGE)

Type: CF | Technician: 678 | Comeback: N
Labor: $11.57 | Parts: $17.47 | Misc: $0.00

Complaint: FIRST VISIT OIL/FILTER CHANGE (NO CHARGE)
Cause: OIL DIRTY.
Correction:

Service: GBK CHECKED AND OK (DISC: OVER 5MM OR 7/32),(DRUM: OVER 2MM OR 3/32)

Type: INFO | Technician: 678 | Comeback: N
Labor: $0.00 | Parts: $0.00 | Misc: $0.00

Complaint: CHECKED AND OK (DISC: OVER 5MM OR 7/32),(DRUM: OVER 2MM OR 3/32)
Cause:
Correction:

CUSTOMER #: [redacted] [redacted]

FIESTA FORD

78-990 VARNER ROAD · INDIO, CALIFORNIA 92203
PHONE (760) 772-8000
MON - FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 3:00 PM

INVOICE

[redacted]

PALM DESERT, CA [redacted] PAGE 1

HOME: [redacted] CONT: [redacted]
BUS: [redacted] CELL: [redacted]

B.A.R. LICENSE # ARD253219 E.P.A. NO. CAL000327941

SERVICE ADVISOR: 97156 JOE ARRIAGA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
GREEN	13	FORD FIESTA	3FADP4BJ9DM[redacted]	[redacted]	22163/22163	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			12:00 22MAY18		0.00	CASH	23MAY18

R.O. OPENED	READY	OPTIONS: ENG:1.6_Liter_Ti-VCT
09:36 22MAY18	08:13 23MAY18	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CHECK AND ADVISE, CUSTOMER STATES TRANSMISSION SHUDDERS HARD INTO GEAR WHEN ACCELLERATING FROM A STOP-NO WARNING LAMPS ARE ON

CAUSE: .

WARR PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN

97413 BERNAL,ISAIAS A LIC#: Y

WF

1	FA6Z*7B546*A CLUTCH ASY	(N/C)
1	EV6Z*7052*D SEAL ASY - OIL	(N/C)
1	XT*11*QDC FLUID - TRANSMISSION	(N/C)
1	PM*4*A BRAKE CLEANER	(N/C)
1	XL*2* LUBRICANT - UNIVERSAL ANTI-SEI	(N/C)
1	F1FZ*7H183*A PLUG	(N/C)
1	BE8Z*6731*AB KIT - ELEMENT & GASKET - OIL F	(N/C)
1	BE8Z*6L621*A GASKET	(N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
97413

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

22163 PERFORM CLUTCH SLIPPAGE DIAGNOSIS AS PER TSB 16-0109. EXCESSIVE SLIPPAGE. OUTSIDE OF EXPECTED LIMITS AS PER WSM. REPLACE CLUTCH ASSY. PERFORM PCM AND TCM UPDATE AND ADAPTIVE RELEARN. LABOR OPS 160109B, 160109C. RVC CODE-RPPYHMBLNRLDM

****

B CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

PSI CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

97413 BERNAL,ISAIAS A LIC#: Y

ISP

(N/C)

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

22163 32 PSI

****

C 15S16-DOOR LATCH REPLACEMENT

Notice To Our Service Customers

Our charges are not based on actual mechanics time. Factors which influence labor charges may include job complexity, specialized training and equipment and length of time required for the specific job.
You will be charged no more than the estimated price approved by you. If we discover that additional or different repairs are necessary, you will be contacted in advance for your approval.

ORIGINAL ESTIMATE $

REVISED ESTIMATE $ REASON ADDITIONAL COST $

AUTHORIZED BY IN PERSON DATE TIME

BY: PHONE #

☐ ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.
☐ CUSTOMER ACKNOWLEDGED A RECEIPT OF A COPY HEREOF.

SIGNATURE X DATE

HAZARDOUS WASTE DISPOSAL AS A RESULT OF FEDERAL AND STATE MANDATED MANAGEMENT REGULATIONS, A SMALL AMOUNT WILL BE CHARGED FOR THE DISPOSAL OF HAZARDOUS WASTE GENERATED BY THE REPAIRS OF YOUR VEHICLE. HAZARDOUS WASTE ITEMS ARE OIL, OIL FILTERS, SOLVENTS, TIRES, BATTERIES, ASBESTOS, GASOLINE, ANTIFREEZE, ETC. THIS AMOUNT HAS BEEN INCLUDED IN YOUR ORIGINAL ESTIMATE.
THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE REPAIRS DONE AT THIS TIME.

SIGNATURE DATE

RECOMMENDED REPAIRS:

P & A CODE: 05439 (CHECK (✓) APPROPRIATE BOX)

☐ CLAIMS REVIEW ☐ AUTHORIZATION TO SUBMIT CLAIM ☐ PARTS SCRAP OUT

$ PARTS $ LABOR $ TOTAL

Authorized Signature and Date

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

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

RQ19-005-83674 000319 LC

CUSTOMER #: [redacted]

[redacted]

FIESTA FORD

78-990 VARNER ROAD · INDIO, CALIFORNIA 92203
PHONE (760) 772-8000
MON - FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 3:00 PM

INVOICE

[redacted]

PALM DESERT, CA [redacted]

PAGE 2

HOME: [redacted] CONT: [redacted]
BUS: [redacted] CELL: [redacted]

B.A.R. LICENSE # ARD253219 E.P.A. NO. CAL000327941

SERVICE ADVISOR: 97156 JOE ARRIAGA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
GREEN	13	FORD FIESTA	3FADP4BJ9DM[redacted]	[redacted]	22163/22163	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			12:00 22MAY18		0.00	CASH	23MAY18

R.O. OPENED	READY	OPTIONS: ENG:1.6_Liter_Ti-VCT
09:36 22MAY18	08:13 23MAY18	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
CAUSE: .			
WARR PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN			
97171 WF			(N/C)
1 DE8Z*54264A26*B LATCH			(N/C)
FC: PART#: COUNT:			
CLAIM TYPE:			
AUTH CODE:			
97171			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:			0.00
22163 PER FSA 15S16BB 1.50 2011-2014 Fiesta - Replace all four door latches . LABOR 1.50			
**********			
D 14E08-REPROGRAM POWERTRAIN CONTROL MOUDLE			
CAUSE: .			
WARR PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN			
97171 WF			(N/C)
FC: PART#: COUNT:			
CLAIM TYPE:			
AUTH CODE:			
97171			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D:			0.00
22163 PER FSA 14E08B 0.60 Automatic Transmission - Reprogram PCM . LABOR 0.60			
**********			
E ESTIMATE $100.00			
CP CUSTOMER PAY REPAIR ORDER			
97999 ISP			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E:			0.00
**********			

Ford

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You will be charged no more than the estimated price approved by you. If we discover that additional or different repairs are necessary, you will be contacted in advance for your approval.

ORIGINAL ESTIMATE $

REVISED ESTIMATE $ | REASON | ADDITIONAL COST $

AUTHORIZED BY | ☐ IN PERSON | DATE | TIME

BY: | ☐ PHONE #

☐ ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.
☐ CUSTOMER ACKNOWLEDGED A RECEIPT OF A COPY HEREOF.

SIGNATURE X | DATE

HAZARDOUS WASTE DISPOSAL. AS A RESULT OF FEDERAL AND STATE MANDATED MANAGEMENT REGULATIONS, A SMALL AMOUNT WILL BE CHARGED FOR THE DISPOSAL OF HAZARDOUS WASTE GENERATED BY THE REPAIRS OF YOUR VEHICLE. HAZARDOUS WASTE ITEMS ARE OIL, OIL FILTERS, SOLVENTS, TIRES, BATTERIES, ASBESTOS, GASOLINE, ANTIFREEZE, ETC. THIS AMOUNT HAS BEEN INCLUDED IN YOUR ORIGINAL ESTIMATE.
THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE REPAIRS DONE AT THIS TIME.

SIGNATURE | DATE

RECOMMENDED REPAIRS:

P & A CODE: 06439 (CHECK (✓) APPROPRIATE BOX)

☐ CLAIMS REVIEW | ☐ AUTHORIZATION TO SUBMIT CLAIM | ☐ PARTS SCRAP OUT

$ PARTS | $ LABOR | $ TOTAL

Authorized Signature and Date

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

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

RQ19-005-83674 000320 LC

VICE ADVISOR [redacted] PHONE [redacted] E-MAIL [redacted]

811 LICENSE [redacted] VIN# [redacted] REPAIR DATE 1/22/14 MILEAGE 22162

I HEREBY AUTHORIZE THE REPAIR WORK HEREIN SET FOURTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, OR ANY OTHER CAUSE OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER, I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPORATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MACHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON BELOW HOURS AFTER REPAIRS ARE COMPLETED. IN THE EVENT LEGAL ACTION IS NECESSARY TO ENFORCE THIS CONTRACT I WILL PAY REASONABLE ATTORNEY'S FEES AND COURT COSTS. TERMS: NET 10TH OF MONTH FOLLOWING PURCHASE SERVICE CHARGE OF 1½% PER MONTH ON PAST DUE ACCOUNTS. THIS IS AN ANNUAL PERCENTAGE RATE OF 18%.

[redacted]

FIESTA
FORD
78-990 Varner Road
INDIO, CALIFORNIA 92203
(760) 772-8000
Toll Free 1-888-505-FORD

Quick Lane Direct Line
(760) 772-8002

fiestaford.com

NAME [redacted]
ADDRESS [redacted] COLOR
CITY TAG NO.
CELL PHONE [redacted] WORK PHONE [redacted]
RESIDENCE PHONE E-MAIL ADDRESS

E.P.A. NO. CAR 000055145
B.A.R. LIC. AA 002270

Workmanship or Labor guaranteed for 90 days or four thousand miles, whichever occurs first. All or any repairs for the above mentioned must be performed by Fiesta Ford.

RQ19-005-83674 000321 LC

ORIGINAL ESTIMATED PRICE $ $100

CUSTOMER ACKNOWLEDGED RECEIPT
WE ACCEPT VISA, MC, AMEX, DISCOVER, AND ATM CARDS
PERSONAL CHECKS NOT ACCEPTED

IMPORTANT: REMOVE ALL PROPERTY AND VALUABLES FROM YOUR VEHICLE. WE DO NOT ASSUME RESPONSIBILITY FOR LOSS OR DAMAGE FOR ARTICLES LEFT IN YOUR VEHICLE.

Notice To Our Service Customers

Our Charges for labor are not based on actual mechanics time, but are established by multiplying our retail labor rate by industry time allowances or our own judgement or the time to be charged.

You will be charged no more than the estimated price approved by you. However, if we discover that differences or additional repairs are indicated, you will be contacted for your advance approval of a revised estimate.

"By law, you may choose another facility to perform any needed repairs or adjustments which the smog check test indicates are necessary."

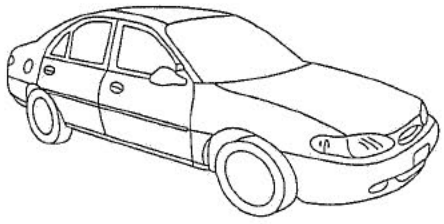
	INSTRUCTIONS	SKILL
A	PSI-CHECK, CORRECT AND NOTE TIRE PRESSURE	
B	check & move [illegible] seats	
	Both inside should [illegible]	
	on [illegible]	
C	15 & 16 door [illegible]	
D	[illegible] [illegible]	

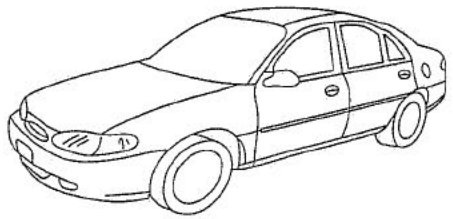
'THE WORKS' SERVICE	OIL + FILTER CHANGE	DIESEL OIL + FILTER CHANGE	BATTERY SERVICE	TIRE BALANCE	BRAKE INSPECTION	ALIGNMENT	TRANSMISSION SERVICE	REPLACE ENGINE AIR FILTER	REPLACE CABIN AIR FILTER	REPLACE TWO TIRES	REPLACE FOUR TIRES
WRKS	1P	2P	236P	18	19	23	84P	100P	226P	2TIRE	4TIRE

INSTRUCTIONS ON WORK TO BE DONE

Fuel Gauge E F

Radio Station _____





Tire Depth LF RF LR RR

Battery Test Pass ☐ Fail ☐

337989