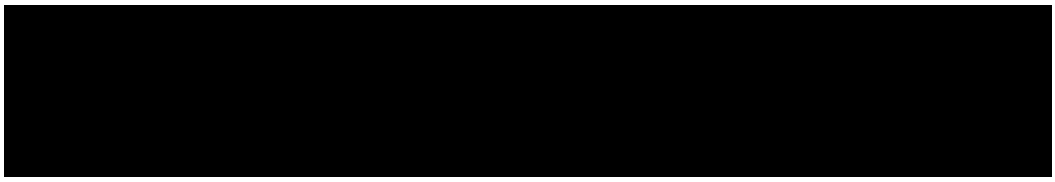
INFORMATION REDACTED
PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C.
552(B)(6)



ROBERT M. SILVERMAN[+*-]
CRAIG THOR KIMMEL[+-^]

[+] Member, PA Bar
[*] Member, NJ Bar
[x] Member, DE Bar
[-] Member, NY Bar
[^] Member, MA Bar
[#] Member, MD Bar
[•] Member, OH Bar
[□] Member, NH Bar
[±] Member, CT Bar
[“] Member, TN Bar
[µ] Member, WY Bar
[¥] Member, DC Bar
[€] Member, CA Bar
[°] Member, WI Bar
[§] Member FL Bar
[ª] Member, AZ Bar
[»] Member, TX Bar
[§] Member, MI Bar
[£] Member, WV Bar
[&] Member, IL Bar
[>] Member, IN Bar

# KIMMEL & SILVERMAN P.C.

JACQUELINE C. HERRITT[-*#¥-°•]
ROBERT A. RAPKIN[+]
ANGELA K. TROCCOLI[□±]
JOSEPH D. STEWARD III[€]
W. CHRISTOPHER COMPONOVO[x#¥£]
JASON L. GRESHES +*-[¥]
CHAD P. DOMAN[+£]
JACOB U. GINSBURG[+§]
MICHAEL MILEWSKI[+*]
BLAKE K. WALSH[«&>]

1-800-LEMON LAW
www.lemonlaw.com

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

**WESTERN PA OFFICE**, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
**NEW JERSEY OFFICE**, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344
**DELAWARE OFFICE**, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
**NEW YORK OFFICE**, 1080 Avenue of the Americas, 8th Floor, New York, NY 10036, P (212) 719-7543, F (877) 617-2515
**BUFFALO, NY OFFICE**, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
**OHIO OFFICE**, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817
**SAN FRANCISCO, CA OFFICE**, 75 Broadway, Suite 202, #1911 San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817
**SAN DIEGO, CA OFFICE**, 101 West Broadway, Suite 300 PMB, #344 San Diego, CA 92101, P (619) 785-3003, F (215) 540-8817
**LOS ANGELES, CA OFFICE**, 1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017, P (213) 340-7770, F (215) 540-8817

**PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE**

January 3, 2022

VIA EMAIL ONLY
ogcclaim@ford.com

Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, MI 48126

Re: [redacted]**. Ford Motor Company**
Vehicle: 2018 Ford EcoSport
Date of Purchase: 6/07/2019
Place of Purchase: Preston Ford West
VIN: MAJ3P1TE3JC[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above individual against Ford Motor Company pursuant to the MD Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

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

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Jacqueline C. Herritt
KIMMEL & SILVERMAN, PC

JCH\nc
cc: [redacted]

CT Corporation

# Service of Process Transmittal

04/14/2022
CT Log Number [redacted]

**TO:** Chuck Morici
FORD MOTOR COMPANY
1 American Rd
Dearborn, MI 48126-2798

**RE:** **Process Served in Maryland**

**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:** | Re: [redacted] // To: Ford Motor Company |
| **DOCUMENT(S) SERVED:** | Letter, Writ of Summons, Return, Attachment(s), Complaint |
| **COURT/AGENCY:** | Baltimore County - Circuit Court, MD<br>Case # [redacted] |
| **NATURE OF ACTION:** | Product Liability Litigation - Lemon Law - 2018 Ford EcoSport, VIN#: MAJ3P1TE3JC[redacted] |
| **ON WHOM PROCESS WAS SERVED:** | The Corporation Trust Incorporated, Lutherville Timonium, MD |
| **DATE AND HOUR OF SERVICE:** | By Certified Mail on 04/14/2022 postmarked: "Not Post Marked" |
| **JURISDICTION SERVED :** | Maryland |
| **APPEARANCE OR ANSWER DUE:** | Within 30 days after service |
| **ATTORNEY(S) / SENDER(S):** | Jacqueline C. Herritt<br>Kimmel & Silverman, P.C. |
| **ACTION ITEMS:** | [redacted] 022, Expected Purge Date: |
| **REGISTERED AGENT ADDRESS:** | |

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

FIRST • CLASS

FIRST • CLASS

FIRST • CLASS

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL



BA.

[redacted]



$ 018.76

Kimmel & Silverman
30 E. Butler Ave.
Ambler, Pa. 19002

First Class Mail

Ford Motor Company
c/o The Corporation Trust Company
351 West Camden Street
Baltimore, MD 21201

PE23-015 000004 LC SV

ROBERT M. SILVERMAN[a,b]
CRAIG THOR KIMMEL[c,d]

[a] Member, PA Bar
[b] Member, NJ Bar
[c] Member, DE Bar
[d] Member, NY Bar
[e] Member, MA Bar
[f] Member, MD Bar
[g] Member, OH Bar
[h] Member, NH Bar
[i] Member, CT Bar
[j] Member, TN Bar
[k] Member, WY Bar
[l] Member, DC Bar
[m] Member, CA Bar
[n] Member, WI Bar
[o] Member FL Bar
[p] Member, AZ Bar
[q] Member, TX Bar
[r] Member, MI Bar
[s] Member, WV Bar
[t] Member, IL Bar
[u] Member, IN Bar

# KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemonlaw.com

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

JACQUELINE C. HERRITT[a,b,o,q]
ROBERT A. RAPKIN[a]
ANGELA K. TROCCOLI[a,q]
JOSEPH D. STEWARD III[g]
W. CHRISTOPHER COMPONOVO[a,g,l]
JASON L. GRESHES[a,b,j]
CHAD P. DOMAN[a,l]
JACOB U. GINSBURG[a,s]
MICHAEL MILEWSKI[a]
BLAKE K. WALSH[a,q,u]

**WESTERN PA OFFICE**, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
**NEW JERSEY OFFICE**, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344
**DELAWARE OFFICE**, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
**NEW YORK OFFICE**, 1080 Avenue of the Americas, 8th Floor, New York, NY 10036, P (212) 719-7543, F (877) 617-2515
**BUFFALO, NY OFFICE**, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
**OHIO OFFICE**, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817
**SAN FRANCISCO, CA OFFICE**, 75 Broadway, Suite 202, #1911 San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817
**SAN DIEGO, CA OFFICE**, 101 West Broadway, Suite 300 PMB, #344 San Diego, CA 92101, P (619) 785-3003, F (215) 540-8817
**LOS ANGELES, CA OFFICE**, 1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017, P (213) 340-7770, F (215) 540-8817
**PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE**

March 9, 2022

**CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

Ford Motor Company
c/o The Corporation Trust Company
351 West Camden Street
Baltimore, MD 21201

**RE: [redacted] v Ford Motor Company**
**Docket No. [redacted]**

Dear Sir/Madam:

Enclosed please find a copy of the Summons and Complaint which has been filed in the Circuit Court [redacted] You are being served pursuant to the [redacted] State Rule, 2-321.

Please refer the attached to the legal department. Note: a responsive pleading is due 60 days after the receipt of the Complaint, 2-321

Very truly yours,

[redacted]

JCH\nc
Enclosure

**CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND**
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754
Main: 410-887-2601

**To:** FORD MOTOR COMPANY
C/O THE CORPORATION TRUST COMPANY
351 WEST CAMDEN STREET
BALTIMORE, MD 21201

**Case Number:** C-03-CV[redacted]
**Other Reference Number(s):**
**Child Support Enforcement Number:**

[redacted] **VS. FORD MOTOR COMPANY**

Issue Date: 2/25/2022

## WRIT OF SUMMONS

You are hereby summoned to file a written response by pleading or motion, within 30 days after service of this summons upon you, in this court, to the attached complaint filed by:

[redacted]

This summons is effective for service only if served within 60 days after the date it is issued.

[redacted]

To the person summoned:

Failure to file a response within the time allowed may result in a judgment by default or the granting of the relief sought against you.

Personal attendance in court on the day named is NOT required.

Instructions for Service:

1. This summons is effective for service only if served within 60 days after the date issued. If it is not served within the 60 days, the plaintiff must send a written request to have it renewed.
2. Proof of Service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Maryland Rule 2-126.
4. If this notice is served by private process, process server shall file a separate affidavit as required by Maryland Rule 2-126(a).

# SHERIFF'S RETURN
(please print)

To: FORD MOTOR COMPANY

_____ ID# _____ of the _____
Serving Sheriff's Name

County Sheriff's office present to the court that I:

(1) Served _____
Name of person served

on _____ at _____
Date of service Location of service

_____ by _____ with the following:
Manner of service

- ☐ Summons
- ☐ Complaint _____
- ☐ Motions
- ☐ Petition and Show Cause Order
- ☐ Other _____
  Please specify
- ☐ Counter-Complaint
- ☐ Domestic Case Information Report
- ☐ Financial Statement
- ☐ Interrogatories

(2) Was unable to serve because:

- ☐ Moved left no forwarding address
- ☐ No such address
- ☐ Address not in jurisdiction
- ☐ Other _____
  Please specify

Sheriff fee: $ _____ ☐ waived by _____

_____ _____
Date Signature of serving Sheriff

Instructions to Sheriff's Office or Private Process Server:

1. This Summons is effective for service only if served within 60 days after the date issued. If it is not served within 60 days, the plaintiff must send a written request to have it renewed.
2. Proof of Service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

[redacted] ission: 2/24/2022 12:56 PM

IN THE CIRCUIT COURT FOR Baltimore County [redacted]
(City or County)

# CIVIL – NON-DOMESTIC CASE INFORMATION SHEET

## DIRECTIONS

***Plaintiff:*** This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

***Defendant:*** You must file an Information Report as required by Rule 2-323(h).

***THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING***

**FORM FILED BY:** ☒ PLAINTIFF ☐ DEFENDANT CASE NUMBER _____ (Clerk to insert)

**CASE NAME:** [redacted] vs. vs. FORD MOTOR COMPANY

PARTY'S NAME: [redacted] Plaintiff Defendant

PARTY'S ADDRESS: [redacted] PHONE: _____

PARTY'S E-MAIL: _____

**If represented by an attorney:**

PARTY'S ATTTORNEY'S NAME: Jacqueline C. Herritt PHONE: 215-540-8888

PARTY'S ATTTORNEY'S ADDRESS: 30 East Butler Pike, Ambler PA 19002

PARTY'S ATTTORNEY'S E-MAIL: jherritt@lemonlaw.com

**JURY DEMAND?** ☒ Yes ☐ No

**RELATED CASE PENDING?** ☐ Yes ☒ No If yes, Case #(s), if known: _____

**ANTICIPATED LENGTH OF TRIAL?:** _____ hours 2 days

## PLEADING TYPE

**New Case:** ☒ Original ☐ Administrative Appeal ☐ Appeal

**Existing Case:** ☐ Post-Judgment ☐ Amendment

*If filing in an existing case,* skip Case Category/ Subcategory section – go to Relief section.

## IF NEW CASE: CASE CATEGORY/SUBCATEGORY (*Check one box.*)

**TORTS**
- ☐ Asbestos
- ☐ Assault and Battery
- ☐ Business and Commercial
- ☐ Conspiracy
- ☐ Conversion
- ☐ Defamation
- ☐ False Arrest/Imprisonment
- ☐ Fraud
- ☐ Lead Paint – DOB of Youngest Plt:_____
- ☐ Loss of Consortium
- ☐ Malicious Prosecution
- ☐ Malpractice-Medical
- ☐ Malpractice-Professional
- ☐ Misrepresentation
- ☐ Motor Tort
- ☐ Negligence
- ☐ Nuisance
- ☐ Premises Liability
- ☐ Product Liability
- ☐ Specfic Performance
- ☐ Toxic Tort
- ☐ Trespass
- ☐ Wrongful Death

**CONTRACT**
- ☐ Asbestos
- ☒ Breach
- ☐ Business and Commercial
- ☐ Confessed Judgment (Cont'd)
- ☐ Construction
- ☐ Debt
- ☐ Fraud
- ☐ Government
- ☐ Insurance
- ☐ Product Liability

**PROPERTY**
- ☐ Adverse Possession
- ☐ Breach of Lease
- ☐ Detinue
- ☐ Distress/Distrain
- ☐ Ejectment
- ☐ Forcible Entry/Detainer
- ☐ Forclosure
  - ☐ Commercial
  - ☐ Residential
  - ☐ Currency or Vehicle
  - ☐ Deed of Trust
  - ☐ Land Installments
  - ☐ Lien
  - ☐ Mortgage
  - ☐ Right of Redemption
  - ☐ Statement Condo
- ☐ Forfeiture of Property / Personal Item
- ☐ Fraudulent Conveyance
- ☐ Landord-Tenant
- ☐ Lis Pendens
- ☐ Mechanic's Lien
- ☐ Ownership
- ☐ Partition/Sale in Lieu
- ☐ Quiet Title
- ☐ Rent Escrow
- ☐ Return of Seized Property
- ☐ Right of Redemption
- ☐ Tenant Holding Over

**PUBLIC LAW**
- ☐ Attorney Grievance
- ☐ Bond Forfeiture Remission
- ☐ Civil Rights
- ☐ County/Mncpl Code/Ord
- ☐ Election Law
- ☐ Eminent Domain/Condemn.
- ☐ Environment
- ☐ Error Coram Nobis
- ☐ Habeas Corpus
- ☐ Mandamus
- ☐ Prisoner Rights
- ☐ Public Info. Act Records
- ☐ Quarantine/Isolation
- ☐ Writ of Certiorari

**EMPLOYMENT**
- ☐ ADA
- ☐ Conspiracy
- ☐ EEO/HR
- ☐ FLSA
- ☐ FMLA
- ☐ Worker's Compensation
- ☐ Wrongful Termination

**INDEPENDENT PROCEEDINGS**
- ☐ Assupmtion of Jurisdiction
- ☐ Authorized Sale
- ☐ Attorney Appointment
- ☐ Body Attachment Issuance
- ☐ Commission Issuance
- ☐ Constructive Trust
- ☐ Contempt
- ☐ Deposition Notice
- ☐ Dist Ct Mtn Appeal
- ☐ Financial
- ☐ Grand Jury/Petit Jury
- ☐ Miscellaneous
- ☐ Perpetuate Testimony/Evidence
- ☐ Prod. of Documents Req.
- ☐ Receivership
- ☐ Sentence Transfer
- ☐ Set Aside Deed
- ☐ Special Adm. – Atty
- ☐ Subpocna Issue/Quash
- ☐ Trust Established
- ☐ Trustee Substitution/Removal
- ☐ Witness Appearance-Compel

**PEACE ORDER**
- ☐ Peace Order

**EQUITY**
- ☐ Declaratory Judgment
- ☐ Equitable Relief
- ☐ Injunctive Relief
- ☐ Mandamus

**OTHER**
- ☐ Accounting
- ☐ Friendly Suit
- ☐ Grantor in Possession
- ☐ Maryland Insurance Administration
- ☐ Miscellaneous
- ☐ Specific Transaction
- ☐ Structured Settlements

## IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- ☐ Abatement
- ☐ Administrative Action
- ☐ Appointment of Receiver
- ☐ Arbitration
- ☐ Asset Determination
- ☐ Attachment b/f Judgment
- ☐ Cease & Desist Order
- ☐ Condemn Bldg
- ☐ Contempt
- ☐ Court Costs/Fees
- ☐ Damages-Compensatory
- ☐ Damages-Punitive
- ☐ Earnings Withholding
- ☐ Enrollment
- ☐ Expungement
- ☐ Financial Exploitation
- ☐ Findings of Fact
- ☐ Foreclosure
- ☐ Injunction
- ☐ Judgment-Affidavit
- ☐ Judgment-Attorney Fees
- ☐ Judgment-Confessed
- ☐ Judgment-Consent
- ☐ Judgment-Declaratory
- ☐ Judgment-Default
- ☐ Judgment-Interest
- ☐ Judgment-Summary
- ☐ Liability
- ☐ Oral Examination
- ☐ Order
- ☐ Ownership of Property
- ☐ Partition of Property
- ☐ Peace Order
- ☐ Possession
- ☐ Production of Records
- ☐ Quarantine/Isolation Order
- ☐ Reinstatement of Employment
- ☐ Return of Property
- ☐ Sale of Property
- ☐ Specific Performance
- ☐ Writ-Error Coram Nobis
- ☐ Writ-Execution
- ☐ Writ-Garnish Property
- ☐ Writ-Garnish Wages
- ☐ Writ-Habeas Corpus
- ☐ Writ-Mandamus
- ☐ Writ-Possession

*If you indicated **Liability** above,* mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

☐ Liability is conceded. ☐ Liability is not conceded, but is not seriously in dispute. ☐ Liability is seriously in dispute.

## MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

☐ Under $10,000 ☐ $10,000 - $30,000 ☐ $30,000 - $100,000 ☐ Over $100,000

☐ Medical Bills $ _____ ☐ Wage Loss $ _____ ☐ Property Damages $ _____

## ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation ☒ Yes ☐ No
B. Arbitration ☒ Yes ☐ No
C. Settlement Conference ☒ Yes ☐ No
D. Neutral Evaluation ☐ Yes ☐ No

## SPECIAL REQUIREMENTS

☐ If a Spoken Language Interpreter is needed, **check here and attach form CC-DC-041**

☐ If you require an accommodation for a disability under the Americans with Disabilities Act, **check here and attach form CC-DC-049**

## ESTIMATED LENGTH OF TRIAL

*With the exception of Baltimore County and Baltimore City, please fill in the estimated **LENGTH OF TRIAL.***

***(Case will be tracked accordingly)***

- ☐ 1/2 day of trial or less
- ☐ 1 day of trial time
- ☐ 2 days of trial time
- ☐ 3 days of trial time
- ☐ More than 3 days of trial time

## BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

***For all jurisdictions,** if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.*

☐ **Expedited** - Trial within 7 months of Defendant's response

☐ **Standard** - Trial within 18 months of Defendant's response

EMERGENCY RELIEF REQUESTED



PE23-015 000009 LC SV

## COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE MANAGEMENT PROGRAM (ASTAR)

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.*

❒ **Expedited** - Trial within 7 months of Defendant's response

❒ **Standard** - Trial within 18 months of Defendant's response

***IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY, PLEASE FILL OUT THE APPROPRIATE BOX BELOW.***

### CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

| | |
|---|---|
| ❒ Expedited | Trial 60 to 120 days from notice. Non-jury matters. |
| ❒ Civil-Short | Trial 210 days from first answer. |
| ❒ Civil-Standard | Trial 360 days from first answer. |
| ❒ Custom | Scheduling order entered by individual judge. |
| ❒ Asbestos | Special scheduling order. |
| ❒ Lead Paint | Fill in: Birth Date of youngest plaintiff_____. |
| ❒ Tax Sale Forclosures | Special scheduling order. |
| ❒ Mortgage Foreclosures | No scheduling order. |

### CIRCUIT COURT FOR BALTIMORE COUNTY

| | |
|---|---|
| ❒ Expedited (Trial Date-90 days) | Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus. |
| ☒ Standard (Trial Date-240 days) | Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases. |
| ❒ Extended Standard (Trial Date-345 days) | Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of $100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency. |
| ❒ Complex | Class Actions, Designated Toxic Tort, Major Construction Contracts, Major |

[redacted]

E-FILED; Baltimore County Circuit Court
Docket: 2/24/2022 12:56 PM; Submission: 2/24/2022 12:56 PM

[redacted]

Plaintiff

v.

Ford Motor Company
c/o The Corporation Trust Company
351 West Camden Street
Baltimore, MD 21201

Defendant

IN THE CIRCUIT COURT FOR
BALTIMORE COUNTY

[redacted]

CASE NO: _____

## COMPLAINT AND STATEMENT OF FACTS

1. Plaintiff, [redacted], is an adult individual citizen and legal resident of the State of [redacted].

2. Defendant, Ford Motor Company trading as Ford Motor Company, is a business corporation qualified to do and regularly conduct business in the State of Maryland, with its address and principal place of business located at Ford Consumer Affairs, Dearborn, MI 48126, and can be served at c/o The Corporation Trust Company, 351 West Camden Street, Baltimore, MD 21201.

3. On or about June 4, 2019, Plaintiff purchased a new 2018 Ford EcoSport, manufactured and warranted by Defendant, bearing the Vehicle Identification Number MAJ3P1TE3JC[redacted]

4. The vehicle was purchased in the State of Maryland and is registered in the State of Maryland.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $21,000.04. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship

of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

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

8. The parties' bargain includes an express 5 year/60,000 mile mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

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

10. Within the warranty period, Plaintiff complained about defects and or non-conformities to the following vehicle components: engine. The vehicle was out of service for over 150 days. True and correct copies of all invoices in Plaintiff's possession are attached hereto, made a part hereof, and marked Exhibit "B".

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

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

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

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

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

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

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

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

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

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

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

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

21. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties and breach of implied warranty of merchantability.

22. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

23. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

24. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

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

26. Section 2-714(2) of the Commercial Law, Annotated Code of Maryland (hereinafter the "Code") defines the measure of damages for breach of warranty as "the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted, unless special circumstances show proximate damages of a different amount."

27. Section 2-715(1) of the Code authorizes the Court to award the Consumer incidental damages, including expenses reasonably incurred in the inspection, receipt, transportation and care and custody of goods rightfully rejected, as well as any commercially reasonable charges, expenses or commissions in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

28. Section 2-715(2) of the Code also authorizes the Court to award the Consumer consequential damages, which may include any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise and any injury to the person or property proximately resulting from any breach of warranty.

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

## COUNT II
## MARYLAND CONSUMER PROTECTION ACT

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

30. Plaintiff is a "Consumer" as defined by §13-101(c) of the Code.

31. Defendant is a "Person" as defined by §13-101(h) of the Code.

32. The subject vehicle is a "Consumer good" as defined by §13-101(d) of the Code.

33. The Code defines "Consumer goods" as goods which are primarily for personal, household, family, or agricultural purposes.

34. Section 14-1504 of the Maryland Lemon Law provides that a violation of its provisions shall be considered an unfair and deceptive trade practice under Title 13 of the Commercial Law Article.

35. The Maryland Consumer Protection Act defines "unfair or deceptive trade practices" as:

(1) False, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers;
(2) Representation that:
    (i) Consumer goods, consumer realty, or consumer services have a sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or quantity which they do not have;
    (ii) A merchant has a sponsorship approval, status, affiliation, or connection which he does not have;
    (iii) Deteriorated, altered, reconditioned, reclaimed, or secondhand consumer goods are original or new; or
    (iv) Consumer goods, consumer realty, or consumer services are of a particular standard, quality, grade, style, or model which they are not;
(3) Knowingly false statement that a service, replacement, or repair is needed

36. Plaintiff avers that Defendant has violated these, as well as other provisions, of §13-101 et seq. of the Code.

37. Section 13-301(14)(xi) of the Code provides that a violation of the Automotive Warranty Enforcement Act is an automatic "unfair or deceptive trade practice" and, therefore, a violation of the Consumer Protection Act.

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

39. Section 13-408(a) of the Code authorizes consumers to bring an action to recover for injury or loss sustained by them as the result of a practice prohibited by the Consumer Protection Act.

40. Section 13-408(b) of the Code further allows consumers who are awarded damages to seek reasonable attorney's fees.

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

KIMMEL & SILVERMAN, P.C.

[redacted]

jherritt@lemonlaw.com
Bar ID Number 070620003
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002

[redacted]

E-FILED; Baltimore County Circuit Court
Docket: 2/24/2022 12:56 PM; Submission: 2/24/2022 12:56 PM

[redacted]

Plaintiff

v.

Ford Motor Company
c/o The Corporation Trust Company
351 West Camden Street
Baltimore, MD 21201

Defendant

IN THE CIRCUIT COURT FOR
BALTIMORE COUNTY

[redacted]

CASE NO: _____

DEMAND FOR JURY TRIAL

Plaintiff demands to have this case tried by a jury.

Pursuant to Maryland Rule 1-313, this is to certify that I am licensed to practice law in Maryland.

[redacted]

☐ PRESTON FORD
LINCOLN
MAZDA NISSAN
PO BOX 399
CORNER OF RTS. 318 & 331
PRESTON, MD 21655
410-673-7171
800-655-FROG

☐ PRESTON HYUNDAI
4323 PRESTON RD.
P.O. BOX 399
PRESTON, MD 21655
410-673-7171
800-255-4482

☐ PITTSVILLE MOTORS
34890 OLD OCEAN CITY RD
PO BOX B
PITTSVILLE, MD 21850
410-835-8338

www.prestonmotor.com

☐ DENTON FORD
1207 SHORE HWY.
ROUTE 404
DENTON, MD 21629
410-479-2650
888-830-7171

☑ TOWN FORD
9311 LIBERTY ROAD
RANDALLSTOWN, MD 21133
[redacted]

STOCK NUMBER [redacted]

**CUSTOMER INFORMATION**

EMAIL:

ORDER DATE [redacted] DELIVERY DATE 06/04/2019

[redacted]

CITY [redacted] CNTY [redacted] STA [redacted] ZIP 21117

| NEW ☒ USED ☐ WHSLE ☐ | YEAR | MAKE | MODEL | SERIAL # |
|---|---|---|---|---|
| | 2018 | FORD | ECOSPORT | MAJ3P1TE3JC [redacted] |

| CODE | BODY | MILEAGE | COLOR | | |
|---|---|---|---|---|---|
| | UT | 30 | MOONDU | BASE PRICE | $ 19235.00 |
| DEMO | RENTAL | LEASE | OTHER | | |

PLAINTIFF'S EXHIBIT A
ALL-STATE LEGAL®

DEALER INSTALLED OPTIONS

| | | |
|---|---|---|
| | DEALER PROCESSING FEE (NOT REQUIRED BY LAW) | 299.00 |
| | PRICE OF VEHICLE | 19534.00 |
| LIEN INFO ~~SUN EAST FEDERAL CREDIT U~~ PO BOX 25483 | EXCISE / TITLING TAX | 1172.04 |
| | REGISTRATION / TITLE FEE | 270.00 |
| INSURANCE CO. TX 76124 ERIE | EMS SURCHARGE TIRE RECYCLING FEE | 4.00 |
| INSURANCE AGENT MCARDLE INSURANE AGENCY | LIEN FEE | 20.00 |
| AGENT ADDRESS 7061 DEEPAGE DR #102 COLUMBIA | SUB-TOTAL | 21000.04 |

AGENT TEL. # 4103819200
EFFECTIVE DATES 05/08/2019
POLICY # Q11 0813304

| | TRADE #1 | TRADE #2 |
|---|---|---|
| TRADE ALLOW. | $ N/A | $ |
| BAL. OWED | $ N/A | $ N/A |
| NET EQUITY | $ N/A | $ N/A |
| LIEN HOLDER | | |
| PAY OFF DATE | | |
| MILEAGE | | |
| INVENTORY # | # | # |

| | | |
|---|---|---|
| DEPOSIT | $ 1000.00 | |
| CASH ON DELIVERY | $ N/A | |
| MFG. REBATE #1 | $ N/A | |
| MFG. REBATE #2 | $ N/A | |
| TOTAL CASH DOWN | $ 1000.00 | |

| | |
|---|---|
| NET TRADE EQUITY | $ N/A |
| TOTAL CASH DOWN | $ 1000.00 |
| REMAINING BALANCE | $ 20000.04 |
| ESP | $ N/A |
| | $ N/A |
| BALANCE | $ 20000.04 |

| YEAR #1 | MAKE #1 | MODEL #1 | COLOR #1 | SERIAL #1 |
|---|---|---|---|---|
| YEAR #2 | MAKE #2 | MODEL #2 | COLOR #2 | SERIAL #2 |

[redacted]

...HIGHWAY
...VIRGINIA 20164
www.koons.com
SERVICE: (703) 444-5750
(703) 444-5751
METRO: (703) 450-4860

| $ PARTS | $ LABOR | $ TOTAL |
|---|---|---|
| Authorized Signature And Date | | |

| DATE INSTALLED MO / DAY / YR | ACCRUED MILEAGE NO TENTHS | ORIGINAL R.O NUMBER |
|---|---|---|
| APPROVAL CODE OR NO | COMPARTMENT CODE | |

| PROGRAM CODE(S) |
|---|
| REPAIR 1 |
| REPAIR 2 |
| REPAIR 3 |

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

[redacted] License 00 | MAJ3P1TE3JC[redacted] | Page 1 | Invoice [redacted]

[redacted]

Driver/Owner Information

[redacted]

For Office Use

Vehicle Information

Odometer In: 52499 Out: 52510 | Dist: 1FA WAR W | Prelim | 18 FORD ECOSPORT SE FWD 4DR SUV SILVER

Begin: 09/10/21 | Done: 11/02/21 | Invoiced: 11/04/21 17:44 GR | Inservice: 06/04/19 | Production: 12/29/17

Customer Concern

| | |
|---|---|
| Concern 01 | CUSTOMER STATES VEHICLE DIED WHILE DRIVING ON HIGHWAY - TOWED IN |
| Correction | ENGINE ASSEMBLY - REMOVE AND INSTALL - REFER TO SSM 49918 |
| 01-1 | SERVICE ENGINE ASSEMBLY - FR (FORD REMANUFACTURED ENGINE)/OEM LONG |
| 01-2 | INSPECT AND DETERMINE ENGINE CONDITION - CHECK |
| 01-3 | TEARDOWN ENGINE |
| Tech Notes | SSM 49918 - 2016-2018 FOCUS, 2018-2019 ECOSPORT - 1.0L ECOBOOST - 6F15 - LOSS OF ENGINE OILPRESSURE - BUILT ON OR BEFORE 3-JUL-2019<br>SOME 2016-2018 FOCUS AND 2018-2019 ECOSPORT VEHICLES EQUIPPED WITH A 1.0L ECOBOOST ENGINE, 6F15 AUTOMATIC TRANSMISSION AND BUILT ON OR BEFORE 3-JUL-2019 MAY EXHIBIT AN ILLUMINATED OIL PRESSURE WARNING LAMP WITH A LOSS OF ENGINE OIL PRESSURE. THIS MAY BE DUE TO A FAILED ENGINE OIL PUMP B<br>VERIFIED CONCERN, PERFORMED PPT AS PER SSM 49918 - REPLACED LONG BLOCK ASSY AND TURBOCHARGER AND VERIFIED REPAIR |

| Operation | Tech | Units | Amount |
|---|---|---|---|
| 6007A | 287 | 8.1 | 1075.44 |
| 6007A34 | 287 | 3.3 | 438.14 |
| 6007E1 | 287 | 0.7 | 92.94 |
| MTTEARDOWN | 287 | 6.5 | 863.01 |

ALL-STATE LEGAL™ PLAINTIFF'S EXHIBIT 8

Parts

| Part Number | FD# | Note | Description | Qty | | Sell | |
|---|---|---|---|---|---|---|---|
| FMC G1FZ | 6006 A | NSTK | *SERVICE ENGINE ASY | 1 | S | 1076.75 | 1076.75 |
| FMC F1FZ | 9N454 G | | HEAT SHIELD | 1 | | 8.97 | 8.97 |
| FMC 4R8Z | 6N652 A | | GASKET | 1 | | 2.00 | 2.00 |
| FMC CM5Z | 6K679 B | | PIPE - OIL FEED | 1 | | 12.44 | 12.44 |
| FMC CM5Z | 6L092 A | NSTK | *TUBE ASY - DRAIN | 1 | | 10.24 | 10.24 |
| FMC CM5Z | 2A451 B | | PUMP ASY - VACUUM | 1 | | 74.50 | 74.50 |
| FMC CM5Z | 9439 A | NSTK | *GASKET - INTAKE MAN | 3 | | 3.05 | 9.15 |
| FMC CM5Z | 8255 A | NSTK | *GASKET | 1 | | 3.53 | 3.53 |
| FMC SPS-HANDLING | | | ALLOWANCE | 1 | B | 600.00 | 600.00 |
| FMC WT13776 S300 | | NSTK | RING | 1 | | 1.75 | 1.75 |

LIMITED WARRANTY
12 MONTHS OR 12,000 MILES WHICHEVER COMES FIRST.

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

X

UCS020C1

When You're Talkin' Great Service, You're Talkin'

# KOONS STERLING FORD

46869 HARRY BYRD HIGHWAY
STERLING, VIRGINIA 20164
www.koons.com
SERVICE: (703) 444-5750
(703) 444-5751
METRO: (703) 450-4860

P & A CODE 00031

| TOTAL | ALLOWANCE | PLUS PRICE DIFF | LESS REC |
|---|---|---|---|
| | | | |

(CHECK (✓) APPROPRIATE BOX)

| CLAIMS REVIEW | [illegible] | PARTS SCRAP OUT |
|---|---|---|
| $ PARTS | $ LABOR | $ TOTAL |

Authorized Signature And Date

| DATE INSTALLED | ACCRUED MILEAGE | ORIGINAL R.O. NUMBER |
|---|---|---|
| MO. DAY YR | NO TENDIS | |

| APPROVAL CODE OR NO | COMMITMENT CODE |
|---|---|
| | |

| PROGRAM CODE(S) |
|---|
| REPAIR 1 |
| REPAIR 2 |
| REPAIR 3 |

SERVICE HOURS.
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

| [redacted] | [redacted] | License 00 | MAJ3P1TE3 JC[redacted] | Page 3 | Invoice [redacted] |
|---|---|---|---|---|---|

| | |
|---|---|
| [redacted] | Driver/Owner: ADAMS, BERNADO |
| [redacted] | 18 FORD ECOSPORT SE FWD 4DR SUV SILVER |

Concern 25
Correction
Type: W

YOU AGREE THAT WE MAY CONTACT YOU REGARDING CUSTOMER SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO NOT AGREE, YOU MAY PROVIDE A LANDLINE NUMBER.
AND YOU MAY OPT OUT AT ANY TIME.
Tech T90 JAMES, TYLER L
COND CODE : 0
FAIL CODE : 0
Repair Type 01 Visit 1 Codes - Prg: ESP

| Operation | Tech | Amount |
|---|---|---|
| TEXT | 190 | 0.00 |
| | Subtotal | |
| TOTAL CHARGE FOR CONCERN | | 0.00 |

| Summary of Charges for Invoice W77539 | | Payment Distribution for Invoice W77539 | |
|---|---|---|---|
| PARTS PRICE | 2857.68 | TOTAL CHARGE | 5327.21 |
| MECHANICAL LABOR | 2469.53 | | |
| TOTAL CHARGE | 5327.21 | FAC WARRANTY | 5327.21 |

X01C3698W2:null

If you have any questions - please see JOEY STICKMAN
PLEASE TAKE THE TIME TO RESPOND TO FORD
MOTOR COMPANYS SURVEY OR PHONE CALL

LIMITED WARRANTY
12 MONTHS OR 12,000 MILES
WHICHEVER COMES FIRST.

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X

UCS02004

www.koons.com
SERVICE: (703) 444-5750
(703) 444-5751
METRO: (703) 450-4860

| PARTS | LABOR | TOTAL |
|---|---|---|
| | | |

Authorized Signature And Date

| DATE INSTALLED | ACCRUED MILEAGE | ORIGINAL R.O. NUMBER |
|---|---|---|
| MO. DAY YR | NO TERMS | |
| APPROVAL CODE OR NO. | COMBINATION CODE | |
| | | |

| PROGRAM CODE(S) |
|---|
| REPAIR 1 |
| REPAIR 2 |
| REPAIR 3 |

SERVICE HOURS
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

| [redacted] | Tag [redacted] | License 00 | MAJ3P1TE3 JC[redacted] | Page 4 | Invoice [redacted] |
|---|---|---|---|---|---|

Invoice to: [redacted]

[redacted]

[redacted]

13 FORD ECOSPORT SE FWD 4DR SUV SILVER

Skill 01 Tech# 287 Start Time: 10/13/21 07:59 Stop Time: 11/02/21 15:42

| Line | Tech | Action | Date/Time | Action | Date/Time | Elapsed | Units | Type |
|---|---|---|---|---|---|---|---|---|
| 01 | T90 | Begin | 06/16/21 09:46 | Hold | 10/11/21 15:16 | 813:30 | 813.5 | |
| | | AW | 06/17/21 08:09 | End | 10/11/21 15:33 | 791:24 | 791.4 | |
| | | AW | 06/19/21 10:27 | AW | 06/21/21 07:36 | | | |
| | | AW | 06/22/21 09:26 | AW | 06/23/21 10:13 | | | |
| | | AW | 06/24/21 08:19 | AW | 06/25/21 13:06 | | | |
| | | AW | 06/28/21 12:29 | AW | 06/29/21 11:18 | | | |
| | | AW | 06/30/21 08:40 | AW | 07/01/21 07:23 | | | |
| | | AW | 07/05/21 09:44 | AW | 07/06/21 08:28 | | | |
| | | AW | 07/07/21 08:16 | AW | 07/08/21 07:51 | | | |
| | | AW | 07/09/21 08:07 | AW | 07/12/21 08:01 | | | |
| | | AW | 07/13/21 08:34 | AW | 07/15/21 09:48 | | | |
| | | AW | 07/16/21 11:52 | AW | 07/19/21 08:00 | | | |
| | | AW | 07/20/21 07:47 | AW | 07/21/21 07:50 | | | |
| | | AW | 07/22/21 08:11 | AW | 07/23/21 07:27 | | | |
| | | AW | 07/26/21 07:58 | AW | 07/27/21 08:32 | | | |
| | | AW | 07/28/21 08:12 | AW | 07/29/21 07:52 | | | |
| | | AW | 07/30/21 08:30 | AW | 08/02/21 09:40 | | | |
| | | AW | 08/03/21 07:22 | AW | 08/04/21 08:59 | | | |
| | | AW | 08/05/21 07:03 | AW | 08/06/21 10:28 | | | |
| | | AW | 08/09/21 07:50 | AW | 08/10/21 10:24 | | | |
| | | AW | 08/11/21 08:32 | AW | 08/12/21 08:54 | | | |
| | | AW | 08/13/21 10:13 | AW | 08/14/21 11:10 | | | |
| | | AW | 08/16/21 09:48 | AW | 08/17/21 07:51 | | | |
| | | AW | 08/18/21 08:03 | AW | 08/19/21 07:22 | | | |
| | | AW | 08/20/21 08:07 | AW | 08/23/21 09:23 | | | |
| | | AW | 08/24/21 08:29 | AW | 08/25/21 16:12 | | | |
| | | AW | 09/01/21 11:11 | AW | 09/02/21 08:30 | | | |
| | | AW | 09/03/21 10:17 | AW | 09/07/21 14:51 | | | |
| | | AW | 09/10/21 14:09 | AW | 10/11/21 15:16 | | | |
| | | Begin | 10/11/21 15:16 | Current | 11/02/21 15:42 | 538:26 | 538.4 | |
| 01 | 287 | Begin | 10/13/21 07:59 | End | 11/02/21 15:42 | 487:43 | 487.7 | |
| | | AW | 10/13/21 08:00 | AW | 10/15/21 08:48 | | | |
| | | AW | 10/18/21 08:36 | AW | 10/19/21 07:56 | | | |
| | | AW | 10/20/21 07:56 | AW | 10/21/21 11:14 | | | |

LIMITED WARRANTY
12 MONTHS OR 12,000 MILES
WHICHEVER COMES FIRST

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE

X

LCS©2004

ORIGINAL

www.kgons.com
SERVICE: (703) 444-5750
(703) 444-5751
METRO: (703) 450-4860

| PARTS | LABOR | TOTAL |
|---|---|---|
| | | |

Authorized Signature And Date

| DATE INSTALLED | ACCRUED MILEAGE | ORIGINAL R.O. NUMBER |
|---|---|---|
| MO / DAY / YR | NO TENTHS | |

| APPROVAL CODE OR NO | COMMITMENT CODE |
|---|---|
| | |

| PROGRAM CODE(S) |
|---|
| REPAIR 1 |
| REPAIR 2 |
| REPAIR 3 |

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

Adv: [redacted] | Tag [redacted] | License 00 | MA33P1TE3 JC[redacted]ge 5 (Last) | Invoice [redacted]

Invoice to: [redacted] | Driver/[redacted]

Invoiced: 11/04/21 17:44:08 GB | 18 FORD ECOSPORT SE FWD 4DR SUV SILVER

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | AW | 10/22/21 07:41 | AW | 10/25/21 09:34 | | | |
| | | AW | 10/26/21 07:54 | AW | 10/27/21 09:19 | | | |
| | | AW | 10/28/21 07:26 | AW | 10/29/21 08:00 | | | |
| | | AW | 11/01/21 07:26 | AW | 11/02/21 09:12 | | | |
| | | Current | 11/02/21 15:42 | | | | 6:30* | 6.5 |
| | | | | | | Total | 627:33 | 2627.5 |
| 24 | T90 | Begin | 10/11/21 15:33 | End | 10/11/21 15:33 | | :00 | .0 |
| 25 | T90 | Begin | 10/11/21 15:33 | End | 10/11/21 15:33 | | :00 | .0 |

LIMITED WARRANTY
12 MONTHS OR 12,000 MILES
WHICHEVER COMES FIRST

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

X

ORIGINAL

HIGHWAY
VIRGINIA 20164
www.koons.com
SERVICE: (703) 444-5750
(703) 444-5751
METRO: (703) 450-4860

| PARTS | LABOR | TOTAL |
|---|---|---|
| | | |

Authorized Signature And Date

| DATE INSTALLED | ACCRUED MILEAGE | ORIGINAL R.O. NUMBER |
|---|---|---|
| MO DAY YR | NO TENTHS | |

| APPROVAL CODE OR NO | COMMITMENT CODE |
|---|---|
| | |

| PROGRAM CODE(S) |
|---|
| REPAIR 1 |
| REPAIR 2 |
| REPAIR 3 |

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

[redacted] License 00 | MAJ3P1TE3 JC[redacted] | Page 1 | Invoice [redacted]

[redacted]

Driver/Owner Information

[redacted]

For Office Use

Vehicle Information

Odometer in: 52499 Out: 52510 | Dist: 1FA WAR W. Prelim | 18 FORD ECOSPORT SE FWD 4DR SUV SILVER

Begin: 06/10/21 | Done: 11/02/21 | Invoiced: 11/04/21 17:44 GB | Inservice: 06/04/19 | Production: 12/29/17

Customer Concern

| | |
|---|---|
| Concern 01 | CUSTOMER STATES VEHICLE DIED WHILE DRIVING ON HIGHWAY - TOWED IN |
| Correction | ENGINE ASSEMBLY - REMOVE AND INSTALL - REFER TO SSM 49918 |
| 01-1 | SERVICE ENGINE ASSEMBLY - FR (FORD REMANUFACTURED ENGINE)/OEM LONG |
| 01-2 | INSPECT AND DETERMINE ENGINE CONDITION - CHECK |
| 01-3 | TEARDOWN ENGINE |
| Tech Notes | SSM 49918 - 2016-2018 FOCUS, 2018-2019 ECOSPORT - 1.0L ECOBOOST - 6F15 - LOSS OF ENGINE OILPRESSURE - BUILT ON OR BEFORE 3-JUL-2019<br>SOME 2016-2018 FOCUS AND 2018-2019 ECOSPORT VEHICLES EQUIPPED WITH A 1.0L ECOBOOST ENGINE, 6F15 AUTOMATIC TRANSMISSION AND BUILT ON OR BEFORE 3-JUL-2019 MAY EXHIBIT AN ILLUMINATED OIL PRESSURE WARNING LAMP WITH A LOSS OF ENGINE OIL PRESSURE. THIS MAY BE DUE TO A FAILED ENGINE OIL PUMP B<br>VERIFIED CONCERN, PERFORMED PPT AS PER SSM 49918 - REPLACED LONG BLOCK ASSY AND TURBOCHARGER AND VERIFIED REPAIR. |

| Operation | Tech | Units | Amount |
|---|---|---|---|
| 6007A | 287 | 8.1 | 1075.44 |
| 6007A34 | 287 | 3.3 | 438.14 |
| 6007E1 | 287 | 0.7 | 92.94 |
| MTTEARDOWN | 287 | 6.5 | 863.01 |

PLAINTIFF'S EXHIBIT
B
ALL-STATE LEGAL

Parts

| Part Number | PO# | Note | Description | Qty | | Sell | |
|---|---|---|---|---|---|---|---|
| FMC G1FZ 6006 A | | NSTK | *SERVICE ENGINE ASY | 1 | S | 1076.75 | 1076.75 |
| FMC F1FZ 9N454 G | | | HEAT SHIELD | 1 | | 8.97 | 8.97 |
| FMC 4R8Z 6N652 A | | | GASKET | 1 | | 2.00 | 2.00 |
| FMC CM5Z 6K679 B | | | PIPE - OIL FEED | 1 | | 12.44 | 12.44 |
| FMC CM5Z 6L092 A | | NSTK | *TUBE ASY - DRAIN | 1 | | 10.24 | 10.24 |
| FMC CM5Z 2A451 B | | | PUMP ASY - VACUUM | 1 | | 74.50 | 74.50 |
| FMC CM5Z 9439 A | | NSTK | *GASKET - INTAKE MAN | 3 | | 3.05 | 9.15 |
| FMC CM5Z 8255 A | | NSTK | *GASKET | 1 | | 3.53 | 3.53 |
| FMC NPN-HANDLING | | | ALLOWANCE | 1 | B | 600.00 | 600.00 |
| FMC WT15776 S300 | | NSTK | RING | 1 | | 1.75 | 1.75 |

LIMITED WARRANTY
12 MONTHS OR 12,000 MILES WHICHEVER COMES FIRST

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X

UCS02004

ORIGINAL

When You're Talkin' Great Service, You're Talkin'

# KOONS STERLING FORD

46869 HARRY BYRD HIGHWAY
STERLING, VIRGINIA 20164
www.koons.com
SERVICE: (703) 444-5750
(703) 444-5751
METRO: (703) 450-4860

P & A CODE 00031

| TOTAL | ALLOWANCE | PLUS PRICE DIFF. | LESS REC |
|---|---|---|---|
| | | | |

(CHECK (✓) APPROPRIATE BOX)

| CLAIMS REVIEW | AUTHORIZATION TO DUPLICATE CLAIM | PARTS SCRAP OUT |
|---|---|---|
| $ PARTS | $ LABOR | $ TOTAL |

Authorized Signature And Date

| DATE INSTALLED | ACCRUED MILEAGE | ORIGINAL R.O. NUMBER |
|---|---|---|
| MO. DAY YR | NO TENTHS | |

| APPROVAL CODE OR NO | COMMITMENT CODE |
|---|---|
| | |

| PROGRAM CODE(S) |
|---|
| REPAIR 1 |
| REPAIR 2 |
| REPAIR 3 |

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

| Adv: [redacted] | Tag [redacted] | License 00 | MAJ3P1TE3 J[redacted] | Page 3 | Invoice [redacted] |
|---|---|---|---|---|---|

| | |
|---|---|
| Invoice [redacted], [redacted] | Driver/Owner: ADAMS, BERNADO |
| Invoiced: 11/04/21 17:44:08 GB | 18 FORD ECOSPORT SE FWD 4DR SUV SILVER |

| | | | | |
|---|---|---|---|---|
| Concern 25 | YOU AGREE THAT WE MAY CONTACT YOU REGARDING CUSTOMER SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO NOT AGREE, YOU MAY PROVIDE A LANDLINE NUMBER. | Operation | Tech | Amount |
| Correction | AND YOU MAY OPT OUT AT ANY TIME. | TEXT | T90 | 0.00 |
| | Tech T90 JAMES, TYLER L | | | |
| | COND CODE : 0 | | | |
| | FAIL CODE : 0 | | | |
| | Repair Type 01 Visit 1 Codes - Prg: ESP | | | |
| | | | Subtotal | |
| Type: W | | TOTAL CHARGE FOR CONCERN | | 0.00 |

| Summary of Charges for Invoice [redacted] | | Payment Distribution for Invoice [redacted] | |
|---|---|---|---|
| PARTS PRICE | 2857.68 | TOTAL CHARGE | 5327.21 |
| MECHANICAL LABOR | 2469.53 | | |
| TOTAL CHARGE | 5327.21 | FAC WARRANTY | 5327.21 |

[redacted]

[redacted] please see JOEY STICKMAN

PLEASE TAKE THE TIME TO RESPOND TO FORD MOTOR COMPANYS SURVEY OR PHONE CALL

**LIMITED WARRANTY**
12 MONTHS OR 12,000 MILES WHICHEVER COMES FIRST.

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X

UCS92004

www.koons.com
SERVICE (703) 444-5750
(703) 444-5751
METRO: (703) 450-4860

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

| | | | | | |
|---|---|---|---|---|---|
| Adv: [redacted] | Tag [redacted] | License 00 | MAJ3P1TE3[redacted] | Page 4 | Invoice [redacted] |
| Invo: [redacted] | | | Driver/Owner: [redacted] | | |
| Invoiced: [redacted] | | | 18 FORD ECOSPORT SE FWD 4DR SUV SILVER | | |

Skill 01 Tech# 287 Start Time: 10/13/21 07:59 Stop Time: 11/02/21 15:42

| Line | Tech | Action | Date/Time | Action | Date/Time | Elapsed | Units | Type |
|---|---|---|---|---|---|---|---|---|
| 01 | T90 | Begin | 06/16/21 09:46 | Hold | 10/11/21 15:16 | 813:30 | 813.5 | |
| | AW | | 06/17/21 08:09 | End | 10/11/21 15:33 | 791:24 | 791.4 | |
| | AW | | 06/19/21 10:27 | AW | 06/21/21 07:36 | | | |
| | AW | | 06/22/21 09:26 | AW | 06/23/21 10:13 | | | |
| | AW | | 06/24/21 08:19 | AW | 06/25/21 13:06 | | | |
| | AW | | 06/28/21 12:29 | AW | 06/29/21 11:18 | | | |
| | AW | | 06/30/21 08:40 | AW | 07/01/21 07:23 | | | |
| | AW | | 07/05/21 09:44 | AW | 07/06/21 08:28 | | | |
| | AW | | 07/07/21 08:16 | AW | 07/08/21 07:51 | | | |
| | AW | | 07/09/21 08:07 | AW | 07/12/21 08:01 | | | |
| | AW | | 07/13/21 08:34 | AW | 07/15/21 09:48 | | | |
| | AW | | 07/16/21 11:52 | AW | 07/19/21 08:00 | | | |
| | AW | | 07/20/21 07:47 | AW | 07/21/21 07:50 | | | |
| | AW | | 07/22/21 08:11 | AW | 07/23/21 07:27 | | | |
| | AW | | 07/26/21 07:58 | AW | 07/27/21 08:32 | | | |
| | AW | | 07/28/21 08:17 | AW | 07/29/21 07:52 | | | |
| | AW | | 07/30/21 08:30 | AW | 08/02/21 09:40 | | | |
| | AW | | 08/03/21 07:22 | AW | 08/04/21 08:59 | | | |
| | AW | | 08/05/21 07:03 | AW | 08/06/21 10:28 | | | |
| | AW | | 08/09/21 07:50 | AW | 08/10/21 10:24 | | | |
| | AW | | 08/11/21 08:32 | AW | 08/12/21 08:54 | | | |
| | AW | | 08/13/21 10:13 | AW | 08/14/21 11:10 | | | |
| | AW | | 08/16/21 09:48 | AW | 08/17/21 07:51 | | | |
| | AW | | 08/18/21 08:03 | AW | 08/19/21 07:22 | | | |
| | AW | | 08/20/21 08:07 | AW | 08/23/21 09:23 | | | |
| | AW | | 08/24/21 08:29 | AW | 08/25/21 16:12 | | | |
| | AW | | 09/01/21 11:11 | AW | 09/02/21 08:30 | | | |
| | AW | | 09/03/21 10:17 | AW | 09/07/21 14:51 | | | |
| | AW | | 09/10/21 14:09 | AW | 10/11/21 15:16 | | | |
| | Begin | | 10/11/21 15:16 | Current | 11/02/21 15:42 | 528:26* | 528.4 | |
| 01 | 287 | Begin | 10/13/21 07:59 | End | 11/02/21 15:42 | 487:43 | 487.7 | |
| | AW | | 10/14/21 08:00 | AW | 10/15/21 08:48 | | | |
| | AW | | 10/18/21 08:38 | AW | 10/19/21 07:56 | | | |
| | AW | | 10/20/21 07:56 | AW | 10/21/21 11:14 | | | |

**LIMITED WARRANTY**
12 MONTHS OR 12,000 MILES WHICHEVER COMES FIRST

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

X

UCS02004

ORIGINAL

SERVICE (703) 444-5750
(703) 444-5751
METRO: (703) 450-4800

Authorized Signature And Date

| DATE INSTALLED | ACCRUED MILEAGE | ORIGINAL R O NUMBER |
|---|---|---|
| MO DAY YR | NO TENTHS | |

| APPROVAL CODE OR NO | COMMITMENT CODE |
|---|---|
| | |

PROGRAM CODE(S)

| REPAIR 1 | REPAIR 2 | REPAIR 3 |
|---|---|---|
| | | |

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

| Adv: [redacted] | Tag [redacted] | MAJ3P1TE3 JC[redacted] | Page 5 (Last) | Invoice [redacted] |
|---|---|---|---|---|

Invoice to: [redacted]

Driver/Owner: ADA[redacted]

Invoiced: 11/04/21 17:44:08 GB

18 FORD ECOSPORT SE FWD 4DR SUV SILVER

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | AW | 10/22/21 07:41 | AW | 10/25/21 09:34 | | |
| | | AW | 10/26/21 07:54 | AW | 10/27/21 09:19 | | |
| | | AW | 10/28/21 07:26 | AW | 10/29/21 08:00 | | |
| | | AW | 11/01/21 07:20 | AW | 11/02/21 09:12 | | |
| | | Current | 11/02/21 15:42 | | | 6:30* | 6.5 |
| | | | | | Total | 627:33 | 2627.5 |
| 24 | T90 | Begin | 10/11/21 15:33 | End | 10/11/21 15:33 | :00 | .0 |
| 25 | T90 | Begin | 10/11/21 15:33 | End | 10/11/21 15:33 | :00 | .0 |

**LIMITED WARRANTY**
12 MONTHS OR 12,000 MILES
WHICHEVER COMES FIRST.

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X

UCSC2004

ORIGINAL

☐ PRESTON FORD
LINCOLN
MAZDA NISSAN
PO BOX 399
CORNER OF RTS. 318 & 331
PRESTON, MD 21655
410-673-7171
800-655-FROG

☐ PRESTON HYUNDAI
4923 PRESTON RD,
P.O. BOX 399
PRESTON, MD 21655
410-673-7171
800-255-4462

☐ PITTSVILLE MOTORS
34690 OLD OCEAN CITY RD
PO BOX B
PITTSVILLE, MD 21850
410-835-8338

www.prestonmotor.com

☐ DENTON FORD
1207 SHORE HWY.
ROUTE 404
DENTON, MD 21629
410-479-2660
888-830-7171

☐ TOWN FORD
9311 LIBERTY ROAD
RANDALLSTOWN, MD 21133
410-655-4000


DEAL NO [redacted]

STOCK NUMBER [redacted]

**CUSTOMER INFORMATION**

EMAIL: [redacted]

ORDER DATE DELIVERY DATE 06/04/2019

AGE | CO-BUYER | AGE

[redacted]

NO. WORK

| NEW ☒ USED ☐ WHSLE ☐ | YEAR | MAKE | MODEL | SERIAL # |
|---|---|---|---|---|
| | 2019 | FORD | ECOSPORT | MAJ3P1TC3JC[redacted] |

| CODE | BODY | MILEAGE | COLOR | |
|---|---|---|---|---|
| | UT | 30 | MOONDU | BASE PRICE $ 19235.00 |

| DEMO | RENTAL | LEASE | OTHER |
|---|---|---|---|
| | | | |

DEALER INSTALLED OPTIONS

| | |
|---|---|
| DEALER PROCESSING FEE (NOT REQUIRED BY LAW) | 299.00 |
| PRICE OF VEHICLE | 19534.00 |
| EXCISE / TITLING TAX | 1172.04 |
| REGISTRATION / TITLE FEE | 270.00 |
| EMS SURCHARGE TIRE RECYCLING FEE | 4.00 |
| LIEN FEE | 20.00 |
| SUB-TOTAL | 21000.04 |

LIEN INFO
SUN EAST FEDERAL CREDIT U
PO BOX 25483
INSURANCE CO. TX 76124
ERIE

AGENT TEL. # 4103819200

INSURANCE AGENT MCARDLE INSURANE AGENCY

EFFECTIVE DATES 05/08/2019

AGENT ADDRESS 7061 DEEPAGE DR #102 COLUMBIA

POLICY # 011 0813304

| | TRADE #1 | TRADE #2 |
|---|---|---|
| TRADE ALLOW. | $ N/A | $ |
| BAL. OWED | $ N/A | $ N/A |
| NET EQUITY | $ N/A | $ N/A |
| LIEN HOLDER | | |
| PAY OFF DATE | | |
| MILEAGE | | |
| INVENTORY # | # | # |

| | | | |
|---|---|---|---|
| DEPOSIT | $ 1000.00 | NET TRADE EQUITY | $ N/A |
| CASH ON DELIVERY | $ N/A | TOTAL CASH DOWN | $ 1000.00 |
| MFG. REBATE #1 | $ N/A | REMAINING BALANCE | $ 20000.04 |
| MFG. REBATE #2 | $ N/A | ESP | $ N/A |
| TOTAL CASH DOWN | $ 1000.00 | | $ N/A |
| | | BALANCE | $ 20000.04 |

| YEAR #1 | MAKE #1 | MODEL #1 | COLOR #1 | SERIAL #1 |
|---|---|---|---|---|
| | | | | |
| YEAR #2 | MAKE #2 | MODEL #2 | COLOR #2 | SERIAL #2 |
| | | | | |

[redacted]

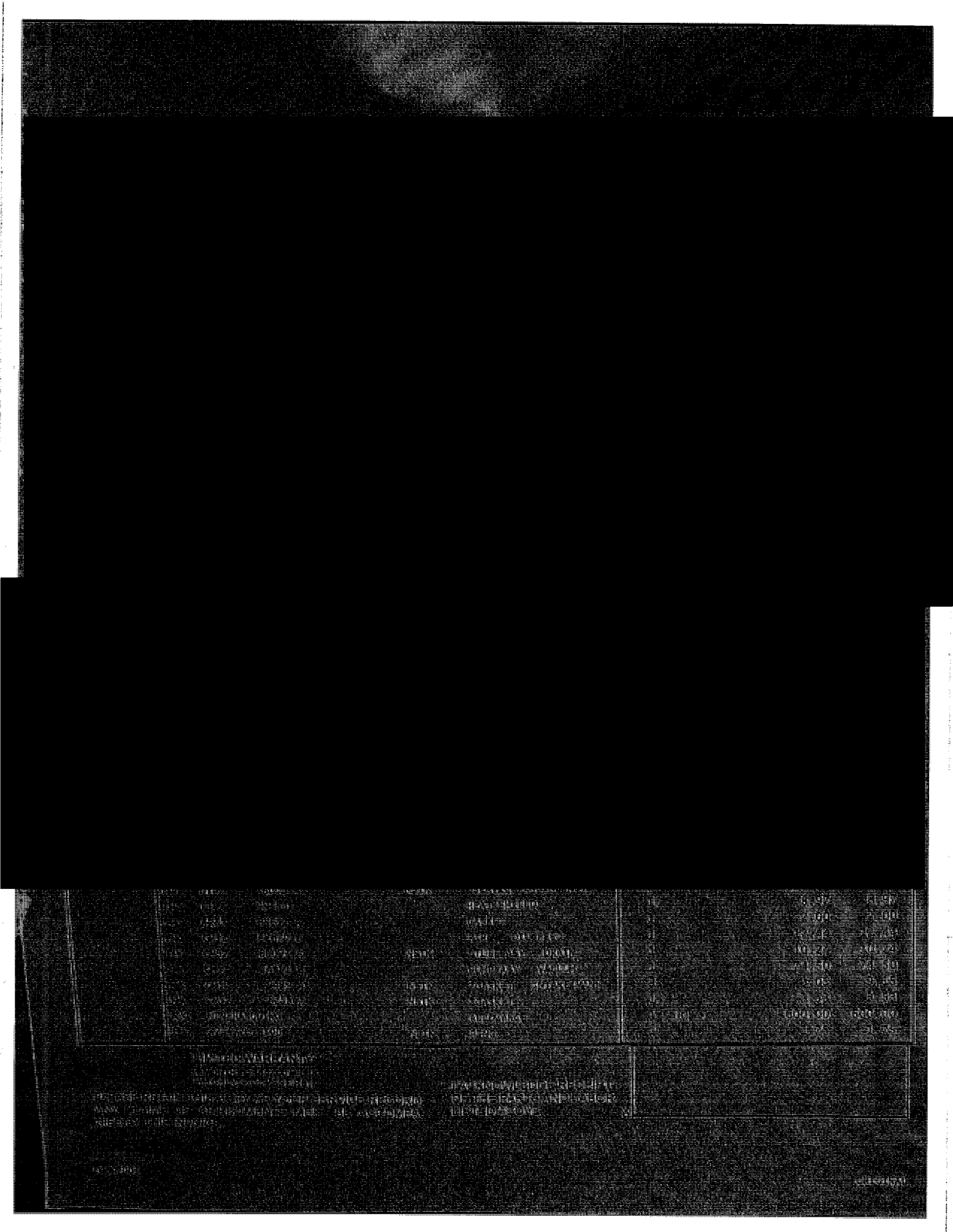
ecting this purchase and
n you see on the window
s a part of this order the s

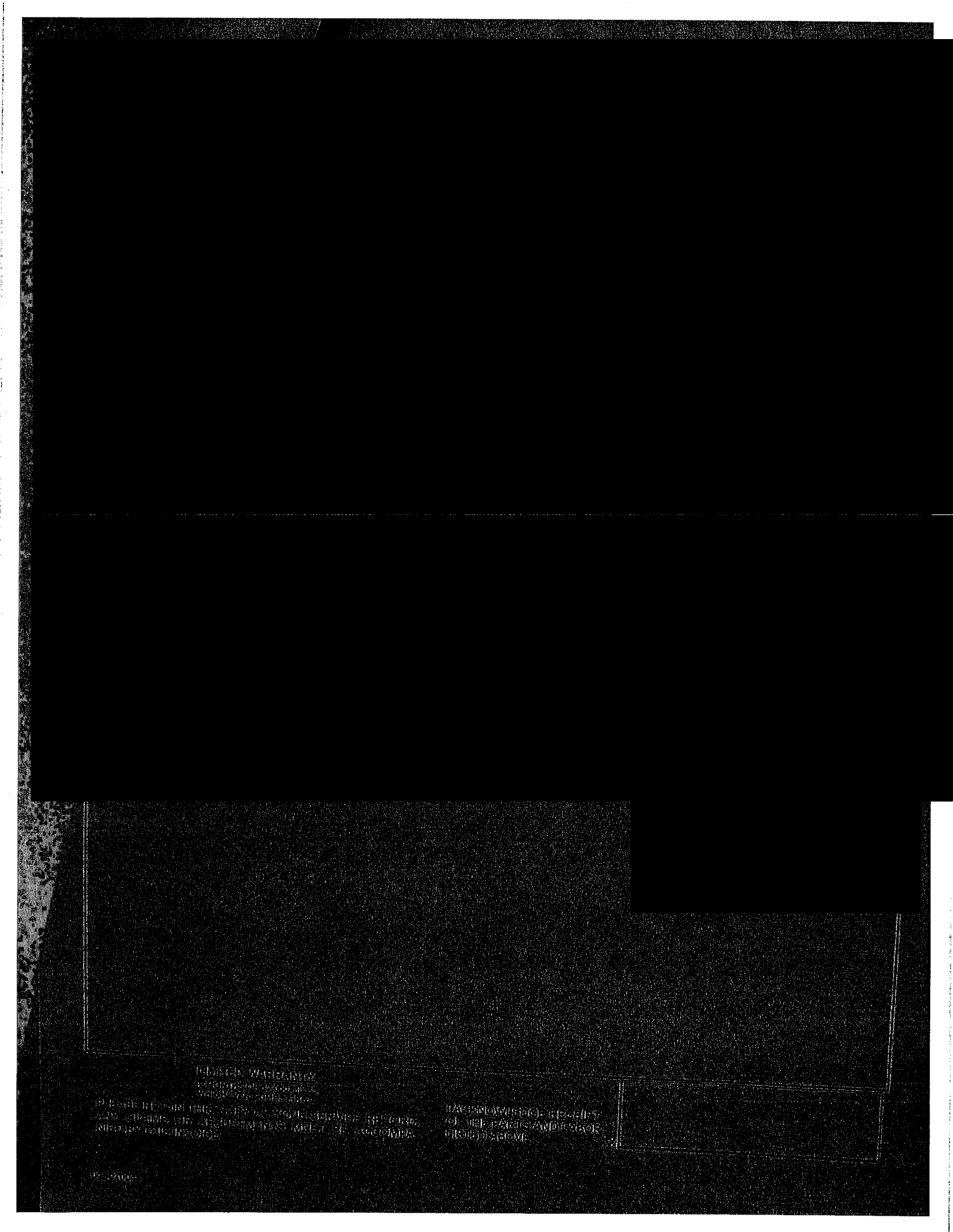
[redacted]

CO-BUYER _____

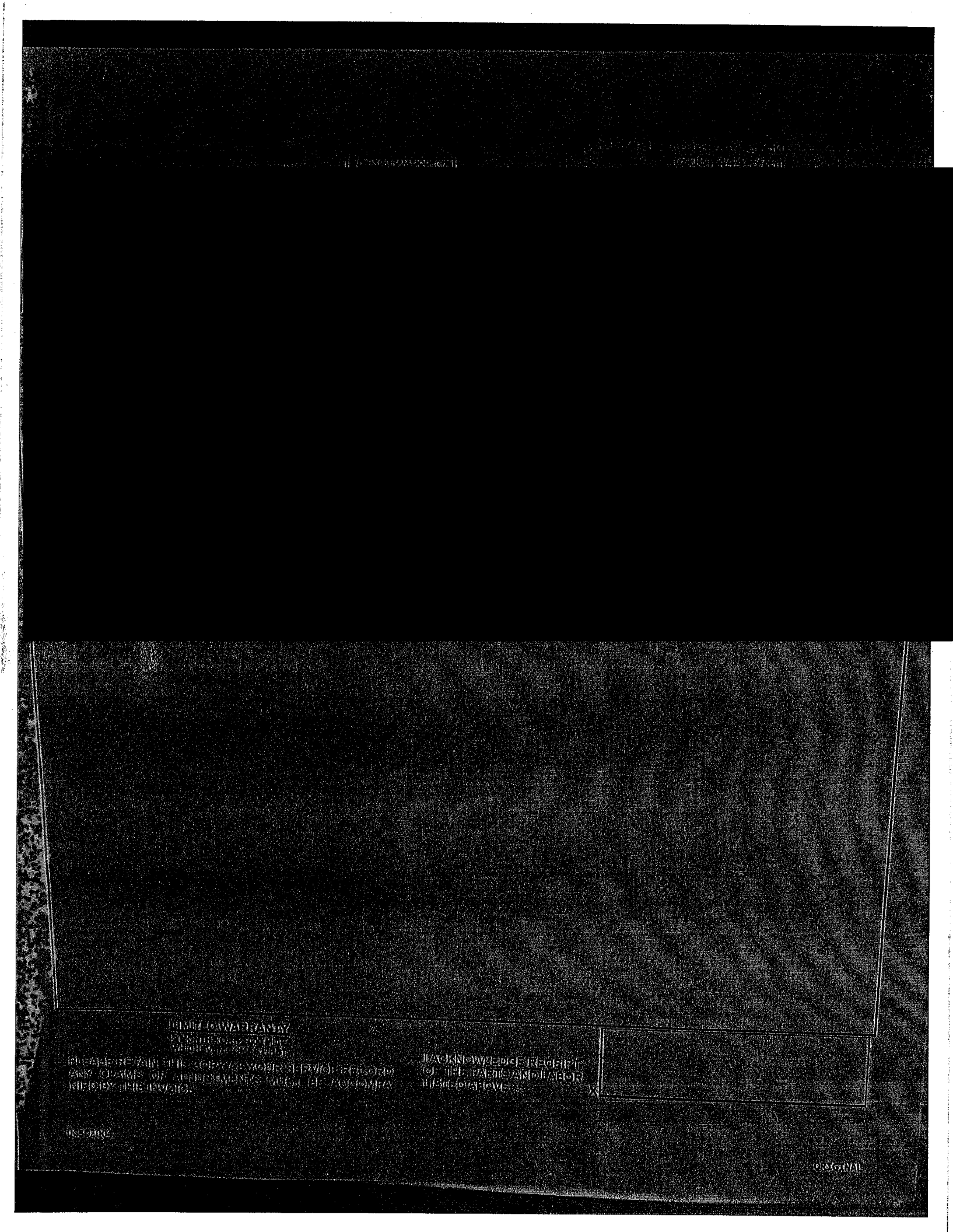
ZED REPRESENTATIVE

PE23-015 000027 LC SV





[redacted]



[redacted] HIGHWAY
[redacted] VIRGINIA 20164
www.koons.com
SERVICE: (703) 444-5750
(703) 444-5751
METRO: (703) 450-4860


| $ PARTS | $ LABOR | $ TOTAL |
|---|---|---|
| Authorized Signature And Date | | |
| DATE INSTALLED MO. DAY YR. | ACCRUED MILEAGE NO TENTHS | ORIGINAL R.O. NUMBER |
| APPROVAL CODE OR NO. | COMMITMENT CODE | |

| PROGRAM CODE(S) |
|---|
| REPAIR 1 |
| REPAIR 2 |
| REPAIR 3 |

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

Adv[redacted] [redacted] License 00 MAJ3P1TE3 JC[redacted] Page 1 Invoice [redacted]

**Invoice to**

[redacted]

**Driver/Owner Information**

[redacted]

**For Office Use**

Odometer in: 52499 Out: 52510 Dist: 1FA WAR W Prelim

Begin: 06/10/21 Done: 11/02/21 Invoiced: 11/04/21 17:44 GB

**Vehicle Information**

18 FORD ECOSPORT SE FWD 4DR SUV SILVER

Inservice: 06/04/19 Production: 12/29/17

**Customer Concern**

Concern 01: CUSTOMER STATES VEHICLE DIED WHILE DRIVING ON HIGHWAY - TOWED IN

Correction
01-1: ENGINE ASSEMBLY - REMOVE AND INSTALL - REFER TO SSM 49918
01-2: SERVICE ENGINE ASSEMBLY - FR (FORD REMANUFACTURED ENGINE)/OEM LONG
01-3: INSPECT AND DETERMINE ENGINE CONDITION - CHECK
TEARDOWN ENGINE

Tech Notes: SSM 49918 - 2016-2018 FOCUS, 2018-2019 ECOSPORT - 1.0L ECOBOOST - 6F15 - LOSS OF ENGINE OILPRESSURE - BUILT ON OR BEFORE 3-JUL-2019
SOME 2016-2018 FOCUS AND 2018-2019 ECOSPORT VEHICLES EQUIPPED WITH A 1.0L ECOBOOST ENGINE, 6F15 AUTOMATIC TRANSMISSION AND BUILT ON OR BEFORE 3-JUL-2019 MAY EXHIBIT AN ILLUMINATED OIL PRESSURE WARNING LAMP WITH A LOSS OF ENGINE OIL PRESSURE. THIS MAY BE DUE TO A FAILED ENGINE OIL PUMP B
VERIFIED CONCERN, PERFORMED PPT AS PER SSM 49918 - REPLACED LONG BLOCK ASSY AND TURBOCHARGER AND VERIFIED REPAIR

| Operation | Tech | Units | Amount |
|---|---|---|---|
| 6007A | 287 | 8.1 | 1075.44 |
| 6007A34 | 287 | 3.3 | 438.14 |
| 6007E1 | 287 | 0.7 | 92.94 |
| MTTEARDOWN | 287 | 6.5 | 863.01 |

ALL-STATE LEGAL®
**PLAINTIFF'S EXHIBIT**
B

Parts

| Part Number | PO# | Note | Description | Qty | | Sell | |
|---|---|---|---|---|---|---|---|
| FMC G1FZ 6006 A | | NSTK | *SERVICE ENGINE ASY | 1 | S | 1076.75 | 1076.75 |
| FMC F1FZ 9N454 G | | | HEAT SHIELD | 1 | | 8.97 | 8.97 |
| FMC 4R82 6N652 A | | | GASKET | 1 | | 2.00 | 2.00 |
| FMC CM5Z 6K679 B | | | PIPE - OIL FEED | 1 | | 12.44 | 12.44 |
| FMC CM5Z 6L092 A | | NSTK | *TUBE ASY - DRAIN | 1 | | 10.24 | 10.24 |
| FMC CM5Z 2A451 B | | | PUMP ASY - VACUUM | 1 | | 74.50 | 74.50 |
| FMC CM5Z 9439 A | | NSTK | *GASKET - INTAKE MAN | 3 | | 3.05 | 9.15 |
| FMC CM5Z 8255 A | | NSTK | *GASKET | 1 | | 3.53 | 3.53 |
| FMC NPN-HANDLING | | | ALLOWANCE | 1 | B | 600.00 | 600.00 |
| FMC W715776 S300 | | NSTK | RING | 1 | | 1.75 | 1.75 |

**LIMITED WARRANTY**
12 MONTHS OR 12,000 MILES
WHICHEVER COMES FIRST.

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X

UCS02004

ORIGINAL

When You're Talkin' Great Service, You're Talkin'

# KOONS STERLING FORD

46869 HARRY BYRD HIGHWAY
STERLING, VIRGINIA 20164
www.koons.com
SERVICE: (703) 444-5750
(703) 444-5751
METRO: (703) 450-4860

P & A CODE 00031

| | | | |
|---|---|---|---|
| | ALLOWANCE | PLUS PRICE DIFF | LESS REC |

FORCE OUT APPROPRIATE BOX

| | | |
|---|---|---|
| CLAIMS REVIEW | | PARTS SCRAP OUT |
| PARTS | LABOR | TOTAL |

Authorized Signature And Date

| | | |
|---|---|---|
| [redacted] | ACCRUED MEASURE | ORIGINAL R.O. NUMBER |
| | NO TENTHS | |
| | NO | COMMITMENT CODE |

PROGRAM CODE(S)
REPAIR 1
REPAIR 2
REPAIR 3

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

[redacted] | MAJ3P1TE3 JC [redacted] | Page 1 | Invoice [redacted]

Driver/Owner: ADAMS, BERNADO

18 FORD ECOSPORT SE FWD 4DR SUV SILVER

YOU AGREE THAT WE MAY CONTACT YOU REGARDING CUSTOMER SERVICE [redacted] BEFERS VIA TEXT. IF YOU DO NOT AGREE, YOU MAY [redacted] ANGLINE NUMBER.

Correction

AND YOU MAY OPT OUT AT ANY TIME.
Tech T90 JAMES, TYLER L

COND CODE : 0
FAIL CODE : 0

Repair Type 02 Visit 1 Codes - Prg: ESP

Type: W

| Operation | Tech | Amount |
|---|---|---|
| TEXT | T90 | 0.00 |
| | Subtotal | |
| TOTAL CHARGE FOR CONCERN | | 0.00 |

| Summary of Charges for Invoice W77539 | |
|---|---|
| PARTS PRICE | 2857.68 |
| MECHANICAL LABOR | 2469.53 |
| TOTAL CHARGE | 5327.21 |

| Payment Distribution for Invoice W77539 | |
|---|---|
| TOTAL CHARGE | 5327.21 |
| FAC WARRANTY | 5327.21 |

X01c3698w2inull

If you have any questions - please see JOEY STICKMAN
PLEASE TAKE THE TIME TO RESPOND TO FORD
MOTOR COMPANYS SURVEY OR PHONE CALL

LIMITED WARRANTY
12 MONTHS OR 12,000 MILES
WHICHEVER COMES FIRST

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

X

SERVICE: (703) 444-5750
(703) 444-5751
METRO: (703) 450-4860

| DATE INSTALLED | ACCESS MILEAGE | MATERIAL R.O. NUMBER |
|---|---|---|
| MO DAY YR | NO TENTHS | |
| APPROVAL CODE OR NO | COMPLAINT CODE | |

REPAIR 1
REPAIR 2
REPAIR 3

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

[redacted] 3P1TE3 JC [redacted] Page 4 Invoice [redacted]

[redacted] OSPORT SE FWD 4DR SUV SILVER

Skill 01 Tech# 287 Start Time: 10/13/21 07:59 Stop Time: 11/02/21 15:42

| Line | Tech | Action | Date/Time | Action | Date/Time | Elapsed | Units | Type |
|---|---|---|---|---|---|---|---|---|
| 01 | T90 | Begin | 06/16/21 09:46 | Hold | 10/11/21 15:16 | 813:30 | 813.5 | |
| | | AW | 06/17/21 08:09 | End | 10/11/21 15:33 | 791:24 | 791.4 | |
| | | AW | 06/19/21 10:27 | AW | 06/21/21 07:36 | | | |
| | | AW | 06/22/21 09:26 | AW | 06/23/21 10:13 | | | |
| | | AW | 06/24/21 08:19 | AW | 06/25/21 13:06 | | | |
| | | AW | 06/28/21 12:29 | AW | 06/29/21 11:18 | | | |
| | | AW | 06/30/21 08:40 | AW | 07/01/21 07:23 | | | |
| | | AW | 07/05/21 09:44 | AW | 07/06/21 08:28 | | | |
| | | AW | 07/07/21 08:16 | AW | 07/08/21 07:51 | | | |
| | | AW | 07/09/21 08:07 | AW | 07/12/21 08:01 | | | |
| | | AW | 07/13/21 08:34 | AW | 07/15/21 09:48 | | | |
| | | AW | 07/16/21 11:52 | AW | 07/19/21 08:00 | | | |
| | | AW | 07/20/21 07:47 | AW | 07/21/21 07:50 | | | |
| | | AW | 07/22/21 08:11 | AW | 07/23/21 07:37 | | | |
| | | AW | 07/26/21 07:58 | AW | 07/27/21 08:32 | | | |
| | | AW | 07/28/21 08:12 | AW | 07/29/21 07:52 | | | |
| | | AW | 07/30/21 08:30 | AW | 08/02/21 09:40 | | | |
| | | AW | 08/03/21 07:22 | AW | 08/04/21 08:59 | | | |
| | | AW | 08/05/21 07:03 | AW | 08/06/21 10:28 | | | |
| | | AW | 08/09/21 07:50 | AW | 08/10/21 10:24 | | | |
| | | AW | 08/11/21 08:52 | AW | 08/12/21 08:54 | | | |
| | | AW | 08/13/21 10:13 | AW | 08/14/21 11:10 | | | |
| | | AW | 08/16/21 09:48 | AW | 08/17/21 07:51 | | | |
| | | AW | 08/18/21 08:03 | AW | 08/19/21 07:22 | | | |
| | | AW | 08/20/21 08:07 | AW | 08/23/21 09:23 | | | |
| | | AW | 08/24/21 08:29 | AW | 08/25/21 16:12 | | | |
| | | AW | 09/01/21 11:11 | AW | 09/02/21 08:30 | | | |
| | | AW | 09/03/21 10:17 | AW | 09/07/21 14:51 | | | |
| | | AW | 09/10/21 14:09 | AW | 10/11/21 15:16 | | | |
| | | Begin | 10/11/21 15:16 | Current | 11/02/21 15:42 | 528:26* | 528.4 | |
| 01 | 287 | Begin | 10/13/21 07:59 | End | 11/02/21 15:42 | 487:43 | 487.7 | |
| | | AW | 10/14/21 08:00 | AW | 10/15/21 08:48 | | | |
| | | AW | 10/18/21 08:38 | AW | 10/19/21 07:56 | | | |
| | | AW | 10/20/21 07:56 | AW | 10/21/21 11:14 | | | |

LIMITED WARRANTY
12 MONTHS OR 12,000 MILES
WHICHEVER COMES FIRST

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

X

ORIGINAL

PE23-015 000034 LC SV

(703) 444-5750
(703) 444-5751
METRO (703) 450-4660

SERVICE HOURS
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

[redacted] License 00 | MAJ3P1TE3 JC[redacted] | Page 5 (Last) | Invoice [redacted]

Driver/Owner ADAMS, BERNADO

Invoiced: 11/03/21 12:44:08 GS

18 FORD ECOSPORT SE FWD 4DR SUV SILVER

| | | | | | |
|---|---|---|---|---|---|
| | AW | 10/22/21 10:41 | AW | 10/25/21 09:38 | |
| | AW | 10/26/21 07:54 | AW | 10/27/21 09:19 | |
| | AW | 10/28/21 07:26 | AW | 10/29/21 08:30 | |
| | AW | 11/01/21 07:26 | AW | 11/02/21 09:12 | |
| | Current | 11/02/21 15:42 | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | 6:30* | 6.5 | |
| | | | | Total | 627:33 | 2627.5 | |
| 24 | T90 | Begin | 10/11/21 15:33 | End | 10/11/21 15:33 | :00 | .0 |
| 25 | T90 | Begin | 10/11/21 15:33 | End | 10/11/21 15:33 | :00 | .0 |

**LIMITED WARRANTY**
12 MONTHS OR 12,000 MILES
(WHICHEVER COMES FIRST)

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD
ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPA
FILED BY THIS INVOICE

I ACKNOWLEDGE RECEIPT
OF THE PARTS AND LABOR
LISTED ABOVE

X

ORIGINAL



# ROMANO STANCROFF PC

The Lemon Law Attorneys

MARK P. ROMANO
STEVEN G. STANCROFF
KARL P. HEIL
GARY L. HERMANSON
ALIAKSANDRA VALITSKAYA
MARIE BLATY BARNES

801 West Ann Arbor Trail, Suite 232
Plymouth, MI 48170
Phone/Fax/Text (734) 207-3377
teri@thelemonlawattorneys.com

April 14, 2023

Ford Motor Company – FCSD Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

Re: [redacted]
2018 Ford EcoSport
VIN MAJ3P1TE4JC[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of Ms. [redacted] claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our client has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of the Michigan Lemon Law and Magnuson-Moss Warranty Act. As such, our client respectfully requests that Ford Motor Company comply with the above statutes and pay all attorney fees and costs.

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

[redacted]



## Service of Process Transmittal Summary

**TO:** Chuck Morici
FORD MOTOR COMPANY
1 American Rd
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:** | Re: [redacted] To: Ford Motor Company |
| **DOCUMENT(S) SERVED:** | Summons, Complaint, Cover Sheet, Attachment(s), Demand |
| **COURT/AGENCY:** | San Francisco County - Superior Court of the State of California, CA<br>Case # [redacted] |
| **NATURE OF ACTION:** | Product Liability Litigation - Lemon Law - 2019 Ford EcoSport, VIN: MAJ3S2GE6KC[redacted] |
| **PROCESS SERVED ON:** | C T Corporation System, GLENDALE, CA |
| **DATE/METHOD OF SERVICE:** | By Process Server on 05/11/2023 at 11:26 |
| **JURISDICTION SERVED:** | California |
| **APPEARANCE OR ANSWER DUE:** | Within 30 days after service |
| **ATTORNEY(S)/SENDER(S):** | Amy Morse<br>Knight Law Group, LLP<br>10250 Constellation Blvd., Suite 2500<br>Los Angeles, CA 90067<br>310-552-2250 |
| **ACTION ITEMS:** | CT has retained the current log, Retain Date: 05/11/2023, Expected Purge Date: 05/16/2023<br><br>Image SOP |
| **REGISTERED AGENT CONTACT:** | C T Corporation System<br>330 N BRAND BLVD<br>STE 700<br>GLENDALE, CA 91203<br>877-564-7529<br>MajorAccountTeam2@wolterskluwer.com |
| **REMARKS:** | Please note: Transmittal has been edited to correct the case number. |

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other

information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Thu, May 11, 2023
**Server Name:** Jim Sands

| | |
|---|---|
| Entity Served | FORD MOTOR COMPANY |
| Case Number | CGC[redacted] |
| Jurisdiction | CA |

| Inserts | | |
|---|---|---|
| | | |

[redacted]

SUM-100

# SUMMONS
## (CITACION JUDICIAL)

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

**NOTICE TO DEFENDANT:**
***(AVISO AL DEMANDADO):***
FORD MOTOR COMPANY, a Delaware Corporation, WALNUT CREEK FORD, INC. dba WALNUT CREEK FORD, a California Corporation, and DOES 1 through 10, inclusive

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

[redacted]

**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):*
Civic Center Courthouse
400 McAllister St.
San Francisco, CA 94102

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):*
Knight Law Group, LLP
10250 Constellation Blvd., Suite 2500, Los Angeles, CA 90067
(310) 552-2250

DATE: **05/10/2023** *(Fecha)*
Clerk, by *(Secretario)* **ANGELICA SUNGA** , Deputy *(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)).*

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO

**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, a Delaware Corporation
   under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date):*



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
American LegalNet, Inc.

PE23-015000042 doc SV

**KNIGHT LAW GROUP, LLP**
Roger Kirnos (SBN 283163)
rogerk@knightlaw.com
Amy Morse (SBN 290502)
amym@knightlaw.com
10250 Constellation Blvd., Suite 2500
Los Angeles, CA 90067
Telephone: (310) 552-2250
Fax: (310) 552-7973

Attorneys for Plaintiff(s),
[redacted]

ELECTRONICALLY
**FILED**
*Superior Court of California, County of San Francisco*
**05/09/2023**
**Clerk of the Court**
BY: ANGELICA SUNGA
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

[redacted],

Plaintiff(s),

vs.

**FORD MOTOR COMPANY, a Delaware Corporation, WALNUT CREEK FORD, INC. dba WALNUT CREEK FORD, a California Corporation, and DOES 1 through 10, inclusive,**

Defendants.

Case No.:

Unlimited Jurisdiction

**COMPLAINT** [redacted]

1. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF EXPRESS WARRANTY**
2. **NEGLIGENT REPAIR**

*Assigned for All Purposes to the Honorable*

Department



PE23-015 000043 LC SV

Plaintiff(s), [redacted] allege as follows against Defendants, FORD MOTOR COMPANY, a Delaware Corporation, ("FORD MOTOR COMPANY"), WALNUT CREEK FORD, INC., a California Corporation dba Walnut Creek Ford ("Walnut Creek Ford"); and DOES 1 through 10 inclusive, on information and belief, formed after an inquiry reasonable under the circumstances:

**DEMAND FOR JURY TRIAL**

1. Plaintiff(s) [redacted] hereby demand trial by jury in this action.

**GENERAL ALLEGATIONS**

2. Defendant FORD MOTOR COMPANY is and was a Delaware Corporation registered to do business in the State of California.

3. These causes of action arise out of the warranty obligations of FORD MOTOR COMPANY in connection with a motor vehicle for which FORD MOTOR COMPANY issued a written warranty.

4. Plaintiff(s) do not know the true names and capacities, whether corporate, partnership, associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences and transactions set forth herein, and are legally liable to Plaintiff(s). Plaintiff(s) will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendant, together with appropriate charging allegations, when ascertained.

5. All acts of corporate employees as alleged were authorized or ratified by an officer, director, or managing agent of the corporate employer.

6. Defendant FORD MOTOR COMPANY entered into a written warranty contract with Plaintiff(s) which included a Basic Warranty that included bumper-to-bumper coverage for defects in materials and workmanship for the earlier of 36 Months (3 Years) or 36,000 miles, a Drivetrain/Powertrain Warranty that covered defects in materials and workmanship for the earlier of 60 Months (5 Years) or 60,000 miles, and an California Emissions Warranty that covered defects in materials and workmanship in emissions parts for the earlier of 7 years or 70,000 miles.

7. Plaintiff(s) hereby revoke acceptance of the Subject Vehicle.

8. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff(s) have used the vehicle primarily for those purposes.

9. Plaintiff(s) are a "buyer" of consumer goods under the Act.

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

11. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code sections 1790 et seq. the Subject Vehicle constitutes a "new motor vehicle."

12. Plaintiff(s) hereby demand trial by jury in this action.

**FIRST CAUSE OF ACTION**

**Violation of the Song-Beverly Act – Breach of Express Warranty**

**(Against Defendant Ford Motor Company)**

13. Plaintiff(s) incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

14. On July 27, 2019, Plaintiff(s) entered into a warranty contract with FORD MOTOR COMPANY regarding a 2019 Ford EcoSport, VIN: MAJ3S2GE6KC[redacted], ("the Subject Vehicle") for a total price of $42,773.72.

15. Defects and nonconformities to warranty manifested themselves within the applicable express warranty period. The nonconformities substantially impaired the use, value and/or safety of the Subject Vehicle.

16. Plaintiff(s) delivered the vehicle to an authorized FORD MOTOR COMPANY repair facility for repair of the nonconformities.

17. FORD MOTOR COMPANY was unable to conform the Subject Vehicle to the applicable express warranty after a reasonable number of repair attempts.

18. Notwithstanding Plaintiff(s)' entitlement to a replacement vehicle and/or restitution under the Act, FORD MOTOR COMPANY has failed to promptly make restitution in accordance with the Song-Beverly Act.

19. By failure of FORD MOTOR COMPANY to remedy the defects and nonconformities as alleged above, or to promptly issue restitution in compliance with the Song-Beverly Act, FORD MOTOR COMPANY is in breach of its obligations under the Song-Beverly Act.

20. FORD MOTOR COMPANY acted willfully in its failure to comply with the Song-Beverly Act.

21. Under the Act, Plaintiff(s) are entitled to reimbursement of the price paid and/or owed for the Subject Vehicle less that amount directly attributable to use by the Plaintiff(s) prior to the first presentation to an authorized repair facility for a nonconformity.

22. Plaintiff(s) are entitled to all incidental, consequential, and general damages resulting from Defendant's failure to comply with its obligations under the Song-Beverly Act.

23. Plaintiff(s) are entitled under the Song-Beverly 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.

24. Plaintiff(s) are entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages for FORD MOTOR COMPANY's willful failure to comply with its obligations under the Act.

## SECOND CAUSE OF ACTION

### Negligent Repair

### (Against Defendant Walnut Creek Ford)

25. Plaintiff(s) incorporate herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

26. Plaintiff(s) delivered the Subject Vehicle to Defendant WALNUT CREEK FORD, INC. dba WALNUT CREEK FORD, INC. for repair of on numerous occasions.

27. Defendant Walnut Creek Ford dba WALNUT CREEK FORD, INC. owed a duty to Plaintiff(s) to use ordinary care and skill in storage, preparation and repair of the Subject Vehicle in accordance with industry standards.

//

//

28. Defendant Walnut Creek Ford dba WALNUT CREEK FORD, INC. breached its duty to Plaintiff(s) to use ordinary care and skill by failing to properly store, prepare and repair of the Subject Vehicle in accordance with industry standards.

29. Defendant Walnut Creek Ford dba WALNUT CREEK FORD, INC.'s negligent breach of its duties owed to Plaintiff(s) was a proximate cause of Plaintiff's damages.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff(s) pray for judgment against Defendant, as follows:

1. For general, special and actual damages according to proof at trial;
2. For monetary damages;
3. For incidental and consequential damages according to proof at trial;
4. For civil penalty in the amount of two times Plaintiff(s)' actual damages;
5. For prejudgment interest at the legal rate;
6. For reasonable attorney's fees and costs of suit; and
7. For such other and further relief as the Court deems just and proper under the circumstances.

Dated: May 9, 2023

KNIGHT LAW GROUP LLP

[redacted]

Roger Kirnos (SBN 286163)
Amy Morse (SBN 290502)
Attorneys for Plaintiff(s),

[redacted]

Plaintiff(s [redacted] hereby demands trial by jury in this action.

[redacted]

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
Roger Kirnos (SBN 283163)/ Amy Morse (SBN 290502)
10250 Constelation Blvd., Suite 2500, Los Angeles, CA 90067

TELEPHONE NO.: 310-522-2250 FAX NO. *(Optional):* (310) 552-7973
E-MAIL ADDRESS: emailservice@knightlaw.com

[redacted] AN FRANCISCO
STREET ADDRESS: 400 McAllister St.
MAILING ADDRESS: 400 McAllister St.
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME: Civic Center Courthouse

*FOR COURT USE ONLY*

ELECTRONICALLY
**FILED**
*Superior Court of California, County of San Francisco*
**05/09/2023**
**Clerk of the Court**
BY: ANGELICA SUNGA
Deputy Clerk

CASE NAME:
[redacted] MOTOR COMPANY, a Delaware Corporation, et al.

## CIVIL CASE COVER SHEET

[x] **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)

CASE NUMBER: [redacted]
JUDGE:
DEPT.:

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

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

**Auto Tort**
- [ ] 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**
- [x] 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 [x] 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. [x] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify):* 3
5. This case [ ] is [x] 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: 5/9/2023
Amy Morse
(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.

## 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



For your protection and privacy, please press the Clear

PE23-015 000049 LC SV

**KNIGHT LAW GROUP, LLP**
Roger Kirnos (SBN 283163)
rogerk@knightlaw.com
Amy Morse (SBN 290502)
amym@knightlaw.com
10250 Constellation Blvd., Suite 2500
Los Angeles, CA 90067
Telephone: (310) 552-2250
Fax: (310) 552-7973

[redacted]

ELECTRONICALLY
**FILED**
*Superior Court of California, County of San Francisco*
**05/09/2023**
**Clerk of the Court**
BY: ANGELICA SUNGA
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

[redacted]

[redacted]

Plaintiff(s),

vs.

**FORD MOTOR COMPANY, a Delaware Corporation, WALNUT CREEK FORD, INC. dba WALNUT CREEK FORD, a California Corporation, and DOES 1 through 10, inclusive**

Defendant.

Case No.:

Unlimited Jurisdiction

**DEMAND FOR JURY TRIAL**

*Assigned for All Purposes to the Honorable*

Department

**ND FOR JURY TRIAL**

Plaintif[redacted]ereby demands trial by jury in this action.

Dated: May 9, 2023

**KNIGHT LAW GROUP, LLP**

[redacted]

Roger Kirnos (SBN 283163)
Amy Morse (SBN 290502)
Attorneys for Plaintiff

[redacted]



PE23-015 000050 LC SV



[redacted]

**CT Corporation**
**Service of Process Notification**
08/15/2023
CT Log Numbe [redacted]

## Service of Process Transmittal Summary

**TO:** Chuck Morici
Ford Motor Company
1 American Rd
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] // To: Ford Motor Company |
| **DOCUMENT(S) SERVED:** | Summons, Complaint, Attachment(s), Notice(s) |
| **COURT/AGENCY:** | Fresno County - Superior Court, CA<br>Case # [redacted] |
| **NATURE OF ACTION:** | Product Liability Litigation - Lemon Law - 2019 Ford Ecosport, VIN: MAJ3S2GE5KC[redacted] |
| **PROCESS SERVED ON:** | C T Corporation System, GLENDALE, CA |
| **DATE/METHOD OF SERVICE:** | By Process Server on 08/15/2023 at 11:50 |
| **JURISDICTION SERVED:** | California |
| **APPEARANCE OR ANSWER DUE:** | Within 30 days after service (Document(s) may contain additional answer dates) |
| **ATTORNEY(S)/SENDER(S):** | [redacted] |
| **ACTION ITEMS:** | /2023, Expected Purge Date: |
| **REGISTERED AGENT CONTACT:** | |

The information contained in this Transmittal is provided by CT for quick reference only. It do[redacted]s not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Tue, Aug 15, 2023
**Server Name:** Janney and Janney

| | |
|---|---|
| Entity Served | FORD MOTOR COMPANY |
| Case Number | [redacted] |
| Jurisdiction | CA |

| Inserts | | |
|---|---|---|
| | | |



SUM-100

# SUMMONS
## (CITACION JUDICIAL)

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

E-FILED
8/9/2023
Superior Court of California
County of Fresno
By: Nicole Rivera, Deputy

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

FORD MOTOR COMPANY, a Delaware Corporation, and DOES 1 through 10, inclusive,

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

[redacted]

**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):* Fresno County Superior Court
1130 O Street
Fresno, CA 93721-2220

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):*
Romano Stancroff PC, 360 N. Pacific Coast Hwy., Ste. 1010, El Segundo, CA 90245 (310) 477-7990

DATE: *(Fecha)* 8/9/2023
Clerk, by *(Secretario)* Nicole Rivera, Deputy *(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, a Delaware Corporation
   under: ☑ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☑ by personal delivery on *(date):*



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

American LegalNet, Inc.
www.FormsWorkflow.com

PE23-015 000055 LC SV

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Mark Romano Esq. (SBN 244113)
ROMANO STANCROFF PC 360 N. Pacific Coast Hwy.,Ste. 1010 El Segundo, CA 90245

TELEPHONE NO.: (310) 477-7990 FAX NO. (Optional): (310) 477-7995
E-MAIL ADDRESS: e-service@thelemonlawattorneys.com
ATTORNEY FOR (Name): Lisa Alvarez and Raul Alvarez

FOR COURT USE ONLY

E-FILED
8/7/2023 8:00 AM
Superior Court of California
County of Fresno
By: Nicole Rivera, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO
STREET ADDRESS: 1130 O Street
MAILING ADDRESS: same as above
CITY AND ZIP CODE: Fresno, CA 93721-2220
BRANCH NAME: B.F. Sisk Courthouse

CASE NAME:
Lisa Alvarez and Raul Alvarez v. Ford Motor Company, et al

**CIVIL CASE COVER SHEET**

[x] **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)

[redacted]

JUDGE:
DEPT.:

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

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

**Auto Tort**
- [ ] 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**
- [x] 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 [x] 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. [x] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify)*: 2
5. This case [ ] is [x] 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: August 7, 2023
Mark Romano, Esq.
(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.September 1, 2021]

**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.courts.ca.gov

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**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



PE23-015 000057 LC SV

**ROMANO STANCROFF PC**
Mark Romano, Esq. (SBN 244113)
Timothy Whelan, Esq. (SBN 255037)
Aliaksandra Valitskaya, Esq. (SBN 320680)
360 N. Pacific Coast Hwy., Suite 1010
El Segundo, CA 90245
Telephone: (310) 477-7990
Fax: (310) 477-7995
e-service@thelemonlawattorneys.com

Attorneys for Plaintiffs, [redacted]

E-FILED
8/7/2023 8:00 AM
Superior Court of California
County of Fresno
By: Nicole Rivera, Deputy

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF FRESNO**

[redacted]

Plaintiffs,

vs.

**FORD MOTOR COMPANY, a Delaware Corporation, and DOES 1 through 10, inclusive,**

Defendants.

Case No.: [redacted]

**COMPLAINT**

1. **SONG-BEVERLY ACT**
2. **MAGNUSON-MOSS ACT**

*Assigned for All Purposes to the Honorable*
Department

Plaintiffs [redacted] allege as follows against Defendants, FORD MOTOR COMPANY, and DOES 1 through 10 inclusive, on information and belief, formed after an inquiry reasonable under the circumstances:

GENERAL ALLEGATIONS

1. Plaintiffs are individuals residing in the City of Fresno, County of Fresno, and State of California.

2. Defendant FORD MOTOR COMPANY is and was a Delaware corporation registered to do business in the State of California with its registered office in the City of Glendale, County of Los Angeles, State of California.

3. This cause of action arises out of the breach of warranty of the vehicle in question, which occurred in the City of Fresno, County of Fresno, State of California.

4. Plaintiffs do not know the true names and capacities, whether corporate, partnership, associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendants Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences and transactions set forth herein, and are legally liable to Plaintiffs. Plaintiffs will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendants together with appropriate charging allegations when ascertained.

5. All acts of corporate employees as alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

6. Plaintiffs purchased a 2019 Ford Ecosport, VIN: MAJ3S2GE5KC[redacted] ("the vehicle").

7. Plaintiff received an express warranty from FORD MOTOR COMPANY through which FORD MOTOR COMPANY undertook to preserve or maintain the utility or performance of Plaintiff's vehicle or provide compensation if there was a failure in such utility or performance. FORD MOTOR COMPANY provides the same express warranty whether a vehicle is acquired through a cash sale, financed sale, or lease.

8. The vehicle was delivered to Plaintiffs with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, various engine defects.

9. Prior to engaging counsel, Plaintiffs attempted to resolve the claim informally, through Ford's customer service procedures.

FIRST CAUSE OF ACTION

(Violation of the Song-Beverly Consumer Warranty Act)

10. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and realleged.

11. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code section 1790 *et seq.*, the vehicle constitutes "consumer goods" or a "new motor vehicle" and Plaintiffs have used the vehicle primarily for those purposes.

12. Plaintiffs are "buyers" of consumer goods under the Act.

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

14. Plaintiff received an implied warranty from FORD MOTOR COMPANY that the vehicle was merchantable. Plaintiff was also received an implied warranty of fitness from defendant.

15. The foregoing defects and nonconformities to warranty manifested themselves within the applicable express warranty period. The nonconformities substantially impair the use, value and/or safety of the vehicle.

16. Plaintiffs delivered the vehicle to Ford Motor Company authorized repair facilities for repair of the nonconformities on numerous occasions.

17. Defendants were unable to conform Plaintiffs' vehicle to the applicable express and implied warranties after a reasonable number of attempts.

18. The defects and nonconformities rendered the vehicle unmerchantable.

19. Notwithstanding Plaintiff's entitlement, Defendant manufacturer has failed to either promptly replace the new motor vehicle or promptly make restitution in accordance with the Song-Beverly Consumer Warranty Act.

20. By failure of Defendants to remedy the defects as alleged above, or to issue a refund or replacement, Defendants are in breach of their obligations under the Act.

21. Plaintiffs are entitled to justifiably revoke acceptance of the vehicle under the Act.

22. Under the Act, Plaintiffs are entitled to reimbursement of the purchase price paid for the vehicle less that amount directly attributable to use by the Plaintiffs prior to discovery of the nonconformities.

23. Plaintiffs are entitled to all incidental, consequential and general damages resulting from Defendants' failure to comply with their obligations under the Act.

24. Plaintiffs are 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.

25. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that FORD MOTOR COMPANY has willfully failed to comply with its responsibilities under the Act.

SECOND CAUSE OF ACTION

(Violation of the Federal Magnuson-Moss Warranty Act - Against All Defendants)

26. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and realleged.

27. Plaintiffs are "consumers" as defined in the Magnuson-Moss Warranty Act (referred to as "Mag-Moss"), 15 U.S.C. § 2301(3).

28. Defendant, FORD MOTOR COMPANY is a "supplier" and "warrantor" as defined in the Mag-Moss Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5).

29. The vehicle is a "consumer product" as defined in the Mag-Moss Act, 15 U.S.C. § 2301(1).

30. In addition to the written warranty from FORD MOTOR COMPANY an implied warranty of merchantability was created under California law. The vehicle's implied warranties were not disclaimed using a Buyer's Guide displayed on the vehicle; thus any purported disclaimers were ineffective pursuant to 15 U.S.C. § 2308(c).



PE23-015 000061 LC SV

31. Defendants violated the Mag-Moss Act when they breached the express warranty and implied warranties by failing to repair the defects and nonconformities, or to replace or repurchase the vehicle.

32. Plaintiff performed all terms, conditions, covenants, promises and obligations required to be performed on Plaintiff's part under the terms of the express warranty and implied warranty except for those terms and conditions, covenants, promises and obligations or payments for which performance and/or compliance has been excused by the acts and/or conduct of the Defendant and/or by operation of law.

33. As a direct and proximate result of the acts and omissions of the Defendants, Plaintiffs have been damaged in the form of general, special and actual damages in an amount within the jurisdiction of this Court, according to proof at trial.

34. Under the Act, Plaintiffs are entitled to rescission of the contract, reimbursement of the purchase price paid for the vehicle.

35. Plaintiffs are entitled to all incidental, consequential and general damages resulting from Defendants' failure to comply with their obligations under the Mag-Moss Act.

36. Plaintiffs are entitled under the Mag-Moss 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 pursuant to 15 U.S.C. § 2310(d)(2).

.WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

1. For general, special and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiffs' actual damages;
6. For prejudgment interest at the legal rate;



PE23-015 000062 LC SV

7. For reasonable attorney's fees and costs of suit; and

8. For such other and further relief as the Court deems just and proper under the circumstances.

ROMANO STANCROFF PC

[redacted]

Mark Romano, Esq. (SBN 244113)
Timothy Whelan, Esq. (SBN 255037)
Aliaksandra Valitskaya, Esq. (SBN 320680)
Attorneys for Plaintiffs

[redacted]

Dated: 8/7/23

| SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO<br>**Civil Unlimited Department,** Central Division<br>1130 "O" Street<br>Fresno, California 93724-0002<br>**(559) 457-1900** | *FOR COURT USE ONLY*<br><br>8/9/2023<br><br>**Filed by Court** |
|---|---|
| TITLE OF CASE:<br><br>**Lisa Alvarez vs. Ford Motor Company** | |
| **NOTICE OF CASE MANAGEMENT CONFERENCE AND ASSIGNMENT OF JUDGE FOR ALL PURPOSES** | CASE NUMBER: [redacted] |

**To All Parties and their Attorneys of Record:**

**Mark P. Romano**
**Romano Stancroff PC**
**360 N. Pacific Coast Hwy., Suite 1010**
**El Segundo CA 90245**

This case has been assigned to **Jeffrey Y. Hamilton, Jr.,** Judge for **all purposes.**
All future hearings will be scheduled before this assigned judge, in **Department 503**

You are required to appear at a Case Management Conference on **12/12/2023** at **3:30 PM** in **Department 402** of the Court located at 1130 "O" Street, **Fresno, California.**

You must comply with the requirements set forth in the Superior Court of Fresno County, Local Rules, Chapter 2.

Failure to appear at the conference may result in imposition of sanctions, waiver of jury trial, or other adverse consequences.

**Defendants:** Appearance at the Case Management Conference does not excuse you from having to file your response in proper legal form within 30 days after the summons is served on you. Failure to file a response in a timely manner may result in adverse consequences, including a default judgment being entered against you. If you do not have an attorney and wish to retain one, there are attorney referral services, legal aid offices, and private practice attorneys in the Fresno area (most may be found on the internet or the local phone book).

**DECLARATION**

I declare under penalty of perjury under the laws of the State of California that I gave a copy of the **Notice of Case Management and Assignment of Judge for All Purposes** to the person who presented this case for filing.

Date: **8/9/2023** Clerk, by **Nicole Rivera** , Deputy

# Alternative Dispute Resolution Information Packet

## Overview & History

Alternative Dispute Resolution (ADR) is an increasingly popular option that allows people to resolve disputes outside of court in a cooperative manner. ADR can be faster, cheaper, and less stressful than going to court. Most importantly, the use of ADR can provide greater satisfaction with the way disputes are resolved.

ADR has been gradually evolving within the Fresno Superior Court for the past several years. In 1999 the Court recognized a need for greater public access to dispute resolution for cases and established an ADR Department. This department assists parties by providing information regarding ADR processes and services.

## *Civil Standing Order Regarding ADR:*

***In 2006, a Case Management Conference (CMC) Standing Order 07-0628, was implemented requiring parties in general civil cases filed in Fresno County Superior Court to participate in ADR prior to trial. This order and supporting ADR forms can be found on the court's website, www.fresno.courts.ca.gov under the "Forms," section. Please note, participation in ADR does not eliminate the need for proper and timely filing of case documents, such as an Answer to Complaint.***

## Disputes

ADR techniques have been used successfully in a variety of disputes involving individuals, small and large businesses, government, and the general public. Various types of ADR processes are available depending on the nature of the dispute. Many types of conflict often lend themselves to an alternative and informal method of dispute resolution. Some examples of disputes often settled by ADR include **but are not limited to:**

- Business disputes- contracts, partnerships
- Property / Land use disputes- property transfers, boundaries, easements
- Family disputes – divorce, property, custody, visitation, support issues
- Consumer / Collection disputes- repairs, services, warranties, debts
- Employment disputes- employment contracts, terminations
- Landlord/tenant disputes- evictions, rent, repairs, security deposits
- Neighborhood disputes / Relational disputes or other civil or personal conflicts
- Personal Injury / Insurance disputes- accidents, coverage, liability

## Processes:

The most common forms of ADR are Mediation, Arbitration, and Case Evaluation. In most ADR processes, a trained, impartial person decides or helps the parties reach resolution of their dispute together. The persons are neutrals who are normally chosen by the disputing parties or by the court. Neutrals can often

help parties resolve disputes without having to go to court or trial. Below is a description of commonly used processes:

## ***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 mediator **does not** decide how the dispute will be resolved, the parties do. It is a cooperative process guided by the mediator to create an agreement that addresses each person's interests. Mediation often leads to better communication between the parties and lasting resolutions. It is particularly effective when parties have a continuing relationship, such as neighbors or businesses. It also is very effective where personal feelings are getting in the way of a resolution. Mediation normally gives the parties a chance to express their concerns in a voluntary and confidential process while working towards a resolution. **The mediation process is commonly used for most civil case types and can provide the greatest level of flexibility for parties.**

## ***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 is generally quicker, less expensive and less formal than a lawsuit. An arbitrator can often hear a case in a matter of hours rather than days in a trial. This is because the evidence can be submitted by documents rather than by testimony.

1. **Binding Arbitration**: Usually conducted by a private arbitrator, this process takes place outside of the court. "Binding" means that the arbitrator's decision (award) is final and there will not be a trial or an opportunity to appeal the decision.

2. **Non-Binding Arbitration**: May be ordered through the court (Judicial Arbitration) or conducted privately. In this process, the arbitrator's decision is "not binding." This means that if a party is not satisfied with the decision of the arbitrator, they can file a request for trial with the court within a specified time. However, depending on the process if that party does not receive a more favorable result at trial, they may have to pay a penalty.

## ***Case Evaluation***

In case evaluation, the evaluator (a neutral) gives an opinion on the strengths and weaknesses of each party's evidence and arguments. Each party gets a chance to present their case and hear the other side. This may lead to a settlement, or at the least, help the parties prepare to resolve the dispute later. Case evaluation, like mediation, can come early in the dispute and save time and money. The case evaluation process is most effective when parties have an unrealistic view of the dispute, need outside assistance in determining case value, and have technical or procedural questions to be worked out. This process is sometimes used in combination with mediation or arbitration.

## ADR Agreements:

Agreements reached through ADR are normally put into writing and can become binding contracts that are enforceable in court. Parties may choose to seek the advice of an attorney as to your legal rights and other matters relating to the dispute before finalizing any agreement.

## ADR Process Selection & Information:

There are several other types of ADR. Some of these include Conciliation, Settlement Conference, Fact Finding, Mini-Trial, Victim Offender Conferencing, and Summary Jury Trial. Sometimes parties will try a combination of ADR types. The important thing is to find the type of ADR that is most likely to resolve the dispute. Contact the ADR department staff for assistance for additional information and referral to services appropriate for each specific case.

## Advantages & Disadvantages of ADR:

### *Advantages*

- **Often quicker than going to trial**, a dispute may be resolved in a matter or days or weeks instead of months or years.
- **Often less expensive**, saving the litigants court costs, attorney's fees and expert fees.
- **Permits more participation and empowerment**, allowing the parties the opportunity to tell their side of the story and have more control over the outcome.
- **Allows for flexibility** in choice of ADR processes and resolution of the dispute.
- **Fosters cooperation** by allowing the parties to work together with the neutral to resolve the dispute and mutually agree to a remedy.
- **Often less stressful** than litigation. Most people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve disputes instead of filing a lawsuit. Even after a lawsuit has been filed, the court can refer the dispute to a neutral before the lawsuit becomes costly. ADR is even used to resolve disputes after trial, when the result is appealed.

### *Disadvantages*

- ADR may not be suitable for every dispute.
- If the ADR process is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services. If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs, such as attorney's fees and expert fees.
    - Lawsuits must be brought within specified periods of time, known as Statutes of Limitations. Parties must be careful not to let a Statute of Limitation run while a dispute is in an ADR process

## Neutral Selection:

The selection of a neutral is an important decision. Please note that currently there is no legal requirement that the neutral be licensed or hold any particular certificate. However, many programs and the Court have established qualification requirements and standards of conduct for their neutral panels.

# *Mediation Services Offered by Fresno County Superior Court*

## *Mediation Practitioner Panel:*

Fresno County Superior Court, Alternative Dispute Resolution (ADR) Department maintains a fee-for-service Mediation Panel as a public service for court litigants and the community. Those listed have met the Court's eligibility requirements and have agreed to abide by the Court's professional standards of conduct in order to participate as a panel member. The panel list can be found on the Court's website under the Alternative Dispute Resolution link, www.fresno.courts.ca.gov/alternative_dispute_resolution/Mediator

## Free / Low Cost ADR Service Options

For cases involving self-represented litigants or those unable to afford a private mediator, the court contracts with the following organization to provide **free or low cost** mediation services through Dispute Resolution Program Act (DRPA) funding.

- **Better Business Bureau Mediation Center**- *This organization provides mediation for **family law property disputes, small claims, landlord / tenant, business, consumer/ merchant, harassment, and neighborhood disputes.** For more information about their services go to **www.mediationservicesbybbb.org***

  ***2600 W. Shaw Lane***
  ***Fresno, CA 93711***
  ***559.256.6300 (phone)***
  ***800.675.8118, ext. 300 (toll free)***

**For more information, go to** www.fresno.courts.ca.gov/alternative_dispute_resolution **or contact:**

[redacted]

| ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, state bar number, and address)*: | *FOR COURT USE ONLY* |
|---|---|
| TELEPHONE NO: FAX NO:<br>ATTORNEY FOR *(Name)*: | |
| **SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO**<br>1130 "O" Street<br>Fresno, California 93724-0002<br>(559) 457-1909 | |
| PLAINTIFF/PETITIONER:<br><br>DEFENDANT/RESPONDENT: | |
| **STIPULATION REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR)** | CASE NUMBER: |

The parties stipulate that they will engage in the following Alternative Dispute Resolution (ADR) process:

☐ Mediation ☐ Arbitration ☐ Neutral Case Evaluation ☐ Other _____

The parties further stipulate that _____ has been selected as the mediator/arbitrator/neutral.

Address: _____

City, State, Zip _____

Phone Number: ( ) _____

The parties acknowledge that they shall engage in some form of Alternative Dispute Resolution (ADR). The Alternative Dispute Resolution (ADR) must be completed within **180 days** after the Case Management Conference or prior to the Mandatory Settlement Conference, whichever is earlier, unless given prior approval by the court to continue the date.

Parties will be required to file an **Alternative Dispute Resolution (ADR) Status Report at least 10 court days prior** to the Mandatory Settlement Conference. Failure to do so may result in sanctions at an Order to Show Cause (OSC) hearing set by the court.

| Date | Type or Print Name | Signature of Party or Attorney for Party |
|---|---|---|
| Date | Type or Print Name | Signature of Party or Attorney for Party |
| Date | Type or Print Name | Signature of Party or Attorney for Party |
| Date | Type or Print Name | Signature of Party or Attorney for Party |

☐ Additional signatures on Stipulation Regarding Alternative Dispute Resolution (ADR) Attachment

| SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO<br>1130 "O" Street<br>Fresno, California 93724-0002<br>(559) 457-1909 | *FOR COURT USE ONLY* |
|---|---|
| CASE TITLE: | |
| **STIPULATION REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR) ATTACHMENT** | CASE NUMBER: |

| Date | Type or Print Name | Signature of Party or Attorney for Party |
|---|---|---|
| Date | Type or Print Name | Signature of Party or Attorney for Party |
| Date | Type or Print Name | Signature of Party or Attorney for Party |
| Date | Type or Print Name | Signature of Party or Attorney for Party |
| Date | Type or Print Name | Signature of Party or Attorney for Party |
| Date | Type or Print Name | Signature of Party or Attorney for Party |
| Date | Type or Print Name | Signature of Party or Attorney for Party |

| ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, state bar number, and address)*: | *FOR COURT USE ONLY* |
|---|---|
| TELEPHONE NO: FAX NO:<br>ATTORNEY FOR *(Name)*: | |
| **SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO**<br>1130 "O" Street<br>Fresno, California 93724-0002<br>(559) 457-1909 | |
| PLAINTIFF/PETITIONER:<br><br>DEFENDANT/RESPONDENT: | |
| **ALTERNATIVE DISPUTE RESOLUTION STATUS REPORT (ADR)** | CASE NUMBER: |

Type of Civil Case:
☐ Personal Injury – Property Damage/Auto ☐ Personal Injury – Property Damage ☐ Contract ☐ Other _____

Date Complaint Filed: _____

Amount in controversy:
☐ $0 to $25,000 ☐ $25,000 to $50,000 ☐ $50,000 to $100,000 ☐ Over $100,000.00 (specify) _____

Date of Alternative Dispute Resolution (ADR) Conference: _____

Name, address, and telephone number of person who conducted the Alternative Dispute Resolution (ADR) Conference:

_____

_____

Case resolved by Alternative Dispute Resolution:

☐ Yes (proper filing of a **Notice of Settlement** or **Dismissal** form is required by clerk's office)

☐ No Reason: _____

Alternative Dispute Resolution process concluded:

☐ Yes

☐ No Reason for delay: _____
Next scheduled hearing date: _____

Type of resolution process used:
☐ Mediation ☐ Arbitration ☐ Neutral Case Evaluation ☐ Other (specify): _____

Case was resolved by:
☐ Direct Result of ADR Process ☐ Indirect Result of ADR Process ☐ Resolution was unrelated to ADR Process

If case went through ADR and resolved, estimate the closest dollar amount that was saved in attorney fees and/or expert witness fees by participating in the process.
☐ $0 ☐ $250 ☐ $500 ☐ $750 ☐ $1,000 ☐ More than $1,000 (specify) _____

If case went through ADR and did not resolve, estimate the closest dollar amount of additional costs incurred due to participation in the ADR process.
☐ $0 ☐ $250 ☐ $500 ☐ $750 ☐ $1,000 ☐ More than $1,000 (specify) _____

**Case Number:**

Check the closest estimated number of court days you saved in motions, hearings, conferences, trials, etc. as a direct result of this case being referred to this dispute resolution process:

☐ 0 Days ☐ 1 Day ☐ More than 1 day (specify) _____

If the dispute resolution process caused an increase in court time for this case, please check the estimated number of additional court days:

☐ 0 Days ☐ 1 Day ☐ More than 1 day (specify) _____

I would be willing to use the dispute resolution process again:

☐ Yes ☐ No

Please provide any additional comments below regarding your experience with the ADR process:

**ROMANO STANCROFF PC**
Mark Romano, Esq. (SBN 244113)
Timothy Whelan, Esq. (SBN 255037)
Aliaksandra Valitskaya, Esq. (SBN 320680)
360 N. Pacific Coast Hwy., Suite 1010
El Segundo, CA 90245
Telephone: (310) 477-7990
Fax: (310) 477-7995
e-service@thelemonlawattorneys.com

Attorneys for Plaintiffs,
[redacted]

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF FRESNO**

| | |
|---|---|
| [redacted]<br>Plaintiffs,<br><br>vs.<br><br>**FORD MOTOR COMPANY, a Delaware Corporation, and DOES 1 through 10, inclusive**,<br><br>Defendants. | Case No.: [redacted]<br><br>**FIRST AMENDED COMPLAINT**<br><br>**1. SONG-BEVERLY ACT**<br>**2. MAGNUSON-MOSS ACT**<br><br>*Assigned for All Purposes to the Honorable Jeffrey Y. Hamilton, Jr.*<br>Department 503<br><br>Date Filed: August 9, 2023 |

Plaintiffs [redacted] e as follows against Defendants, FORD MOTOR COMPANY, and DOES 1 through 10 inclusive, on information and belief, formed after an inquiry reasonable under the circumstances:

GENERAL ALLEGATIONS

1. Plaintiffs are individuals residing in the City of Fresno, County of Fresno, and State of California.

2. Defendant FORD MOTOR COMPANY is and was a Delaware corporation registered to do business in the State of California with its registered office in the City of Glendale, County of Los Angeles, State of California.

3. This cause of action arises out of the breach of warranty of the vehicle in question, which occurred in the City of Fresno, County of Fresno, State of California.

4. Plaintiffs do not know the true names and capacities, whether corporate, partnership, associate, individual or otherwise of Defendant issued herein as Does 1 through 10**,** inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendants Does 1 through 10**,** inclusive, are in some manner responsible for the acts, occurrences and transactions set forth herein, and are legally liable to Plaintiffs. Plaintiffs will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendants together with appropriate charging allegations when ascertained.

5. All acts of corporate employees as alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

6. Plaintiffs purchased a 2019 Ford Ecosport, VIN: MAJ3S2GE9KC[redacted] ("the vehicle").

7. Plaintiff received an express warranty from FORD MOTOR COMPANY through which FORD MOTOR COMPANY undertook to preserve or maintain the utility or performance of Plaintiff's vehicle or provide compensation if there was a failure in such utility or performance. FORD MOTOR COMPANY provides the same express warranty whether a vehicle is acquired through a cash sale, financed sale, or lease.

8. The vehicle was delivered to Plaintiffs with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, various engine defects.

9. Prior to engaging counsel, Plaintiffs attempted to resolve the claim informally, through Ford's customer service procedures.

FIRST CAUSE OF ACTION

(Violation of the Song-Beverly Consumer Warranty Act)

10. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and realleged.

11. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code section 1790 *et seq.*, the vehicle constitutes "consumer goods" or a “new motor vehicle” and Plaintiffs have used the vehicle primarily for those purposes.

12. Plaintiffs are "buyers" of consumer goods under the Act.

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

14. Plaintiff received an implied warranty from FORD MOTOR COMPANY that the vehicle was merchantable. Plaintiff was also received an implied warranty of fitness from defendant.

15. The foregoing defects and nonconformities to warranty manifested themselves within the applicable express warranty period. The nonconformities substantially impair the use, value and/or safety of the vehicle.

16. Plaintiffs delivered the vehicle to Ford Motor Company authorized repair facilities for repair of the nonconformities on numerous occasions.

17. Defendants were unable to conform Plaintiffs' vehicle to the applicable express and implied warranties after a reasonable number of attempts.

18. The defects and nonconformities rendered the vehicle unmerchantable.

19. Notwithstanding Plaintiff's entitlement, Defendant manufacturer has failed to either promptly replace the new motor vehicle or promptly make restitution in accordance with the Song-Beverly Consumer Warranty Act.

20. By failure of Defendants to remedy the defects as alleged above, or to issue a refund or replacement, Defendants are in breach of their obligations under the Act.

21. Plaintiffs are entitled to justifiably revoke acceptance of the vehicle under the Act.

22. Under the Act, Plaintiffs are entitled to reimbursement of the purchase price paid for the vehicle less that amount directly attributable to use by the Plaintiffs prior to discovery of the nonconformities.

23. Plaintiffs are entitled to all incidental, consequential and general damages resulting from Defendants' failure to comply with their obligations under the Act.

24. Plaintiffs are 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.

25. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that FORD MOTOR COMPANY has willfully failed to comply with its responsibilities under the Act.

SECOND CAUSE OF ACTION

(Violation of the Federal Magnuson-Moss Warranty Act - Against All Defendants)

26. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and realleged.

27. Plaintiffs are “consumers” as defined in the Magnuson-Moss Warranty Act (referred to as “Mag-Moss”), 15 U.S.C. § 2301(3).

28. Defendant, FORD MOTOR COMPANY is a “supplier” and “warrantor” as defined in the Mag-Moss Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5).

29. The vehicle is a “consumer product” as defined in the Mag-Moss Act, 15 U.S.C. § 2301(1).

30. In addition to the written warranty from FORD MOTOR COMPANY an implied warranty of merchantability was created under California law. The vehicle’s implied warranties were not disclaimed using a Buyer’s Guide displayed on the vehicle; thus any purported disclaimers were ineffective pursuant to 15 U.S.C. § 2308(c).

31. Defendants violated the Mag-Moss Act when they breached the express warranty and implied warranties by failing to repair the defects and nonconformities, or to replace or repurchase the vehicle.

32. Plaintiff performed all terms, conditions, covenants, promises and obligations required to be performed on Plaintiff's part under the terms of the express warranty and implied warranty except for those terms and conditions, covenants, promises and obligations or payments for which performance and/or compliance has been excused by the acts and/or conduct of the Defendant and/or by operation of law.

33. As a direct and proximate result of the acts and omissions of the Defendants, Plaintiffs have been damaged in the form of general, special and actual damages in an amount within the jurisdiction of this Court, according to proof at trial.

34. Under the Act, Plaintiffs are entitled to rescission of the contract, reimbursement of the purchase price paid for the vehicle.

35. Plaintiffs are entitled to all incidental, consequential and general damages resulting from Defendants' failure to comply with their obligations under the Mag-Moss Act.

36. Plaintiffs are entitled under the Mag-Moss 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 pursuant to 15 U.S.C. § 2310(d)(2).

WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

1. For general, special and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiffs' actual damages;
6. For prejudgment interest at the legal rate;

7. For reasonable attorney's fees and costs of suit; and

8. For such other and further relief as the Court deems just and proper under the circumstances.

ROMANO STANCROFF PC

[redacted]

Mark Romano, Esq. (SBN 244113)
Timothy Whelan, Esq. (SBN 255037)
Aliaksandra Valitskaya, Esq. (SBN 320680)
Attorneys for Plaintiffs

[redacted]

Dated: 9/19/23

**ROMANO STANCROFF PC**
Mark Romano, Esq. (SBN 244113)
Timothy Whelan, Esq. (SBN 255037)
Aliaksandra Valitskaya, Esq. (SBN 320680)
360 N. Pacific Coast Hwy., Suite 1010
El Segundo, CA 90245
Telephone: (310) 477-7990
Fax: (310) 477-7995
e-service@thelemonlawattorneys.com

Attorneys for Plaintiffs,
[redacted]

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF FRESNO**

| | |
|---|---|
| [redacted], Plaintiffs, vs. **FORD MOTOR COMPANY, a Delaware Corporation, and DOES 1 through 10, inclusive**, Defendants. | Case No.: [redacted] **PROOF OF SERVICE** *Assigned for All Purposes to the Honorable Jeffrey Y. Hamilton, Jr.* Department 503 Date Filed: August 9, 2023 |

PROOF OF SERVICE
(Code of Civil Procedure §1013a)

I am employed in the County of Wayne, State of Michigan. I am over the age of 18 years and not a party to the within action. My business address is 801 W. Ann Arbor Trail, Ste. 232, Plymouth, MI 48170.

On September 19, 2023, I served the following documents described as:

**FIRST AMENDED COMPLAINT AND SUMMONS**

Said document was served on the interested parties in this action as follows:

[redacted]

XX [redacted]s to accept service by e-mail transmission, I e-mailed the documents to the persons at the e-mail addresses listed below the above recipients' names.

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

Executed this 19th day of September 2023 at Plymouth, Michigan.

[redacted]

ON FIRST AMENDED COMPLAINT

**SUM-100**

# SUMMONS
## *(CITACION JUDICIAL)*

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

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

FORD MOTOR COMPANY, a Delaware Corporation, and DOES 1 through 10, inclusive,

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

[redacted]

**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):* Fresno County Superior Court
1130 O Street
Fresno, CA 93721-2220

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):*
Romano Stancroff PC, 360 N. Pacific Coast Hwy., Ste. 1010, El Segundo, CA 90245 (310) 477-7990

DATE: *(Fecha)*
Clerk, by *(Secretario)* _____ , Deputy *(Adjunto)*

*(For proof of service of this summons, use* Proof of Service of Summons *(form POS-010).)*
*(Para prueba de entrega de esta 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, a Delaware Corporation
   under: ☑ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date)*:



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*

PE23-015 000081 LC SV
American LegalNet, Inc.
www.FormsWorkflow.com



## Gee, Crystal (C.)

**From:** [redacted]
**Sent:**
**To:**
**Cc:**

**Subject:**

Hello,

By copy to the OGC Claim mailbox, we will open a claim and assign it to a member of Erskine Law Group. Your team should complete the following:

- Advise the customer to inform their attorney Ford's Office of General Council ("OGC") will be taking over this claim and a member of Erskine Law Group will be in contact shortly.
- Close your file noting the case was escalated to Ford OGC for review and closed because the customer has an attorney.

CXS please notify your Ford Ops manager when you are ready to close the case. (Before you close the case)

- Sterling Black – Truck, SUV,CUV and Car

Please let me know if you have further questions. Thank You

Peggy – looks like this is a new owner of the former claim you guys settled (D187804). Just an FYI

April Hicks
Legal Assistant
Ford Motor Company – OGC
World Headquarters
One American Road, Suite 401-E3
Dearborn, MI 48126
[redacted]

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:** Orebo, Mary (M.) <morebo@ford.com>
**Sent:** Friday, March 3, 2023 4:55 PM
**To:** Hicks, April (A. M.) <AHICKS41@ford.com>; Gardner, Nina (N. J.) <NGARDN21@ford.com>

**Cc:** Sprunger, Jon (J.L.) <jsprunge@ford.com>; Mcgregor, Coleen (C.) <cmcgreg5@ford.com>
**Subject:** CRC Customer Represented by an Attorney

Greetings,

A CRC customer notified us they are represented by an attorney. The related information is below. Please advise of the next steps.

| OGC Request | | |
|---|---|---|
| Team: Passenger Vehicle Concern Team | | |
| **Case / Vehicle** [redacted] | | |
| Case Number: [redacted] | Case Link | |
| VIN: MAJ3P1TE1JC [redacted] | Vehicle Year and Model: 2018 Ford Ecosport | |
| **Buyback Info (If ap** | | |
| Buyback Case (Y/N) | N/A | |
| GFR Completed (Y/N) | N/A | |
| If Yes, GFR Completion Date | N/A | |
| GFR Status (Was it approved, denied, or is it still under review?) | N/A | |
| **Customer Contact Info** | | |
| Current Consu [redacted] | | |
| Street Address: [redacted] | | |
| City: Lebanon [redacted] | | |
| **Attorney Contact Info** | | |
| Attorney Name: Tyrone Borger | | Contact Number: 937-748-1004 |
| Name of Attorney's Firm: Law Offices of Borger and Brandenburg | | |
| Street Address: 62 Remick Boulevard | | |
| City: Green Borough | ST: OH | Zip: 45066 |

**Ford Motor Company ®**
Customer Relationship Center – Passenger Vehicle Team
Mary Orebo
morebo@ford.com | www.ford.com
office: 866-631-3788 ext. 79410



LEMBERG LAW

**Sergei Lemberg, Esq.**
**Managing Partner**
✆ +1.203.653.2250 x 5500
☎ +1.203.653.3424
✉ slemberg@lemberglaw.com

August 4, 2022

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2018 Ford EcoSport SE |
| **VIN #** | [redacted] |
| **Record Owner** | |
| **State of Purchase or Lease** | |

Dear Sir or Madam:

Lemberg Law, LLC, is writing on behalf of the above clients with regard to the above vehicle purchased. **Please consider this your notice for an opportunity to correct the defects specified below.** We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Florida consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Our client's vehicle suffered a catastrophic engine failure due to loss of oil pressure, a defect known to Ford which may result from broken/failed engine oil pump belt tensioner or defective oil pump which leads to a loss of engine oil pressure. The dealer refused to perform warrantable repairs.

The defects in the vehicle constitute a breach of warranty, in that they substantially impair its use, value, and safety to the client. Our client demands reimbursement of incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

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

Sincerely,

*/s/ Sergei Lemberg*

Sergei Lemberg, Esq.

# Service History

Customer Name [redacted]
Total ROs 5

Total Service Days 4

VIN MAJ3P1TE5J[redacted]
Make FT FORD TRUCK

| RO# | RO Date | Mileage | Adv/Tech | Job# | Sale Type | Operation Code | Operation Description |
|---|---|---|---|---|---|---|---|
| 417131 | 04/04/22 | 87,007 | A - 04511 | | | | |
| | | | T - 04799 | 1 | C - CUSTOMER | 12FTZ01 | DRIVABILITY |
| | | | T - 04799 | 2 | C - CUSTOMER | 01FTZ-Q99PX | MULTI POINT INSP... |
| | | | T - 04799 | 3 | C - CUSTOMER | 50FTZJBCOMPF... | COMPLETE FUEL SVC |
| 366568 | 04/13/20 | 34,780 | A - 03806 | | | | |
| | | | T - 03731 | 1 | W - WARRANTY | 15FTZ | TRIM OR RATTLE |
| | | | T - 03731 | 2 | I - INTERNAL | 01FTZ-Q99PX | MULTI POINT INSP... |
| | | | T - 03731 | 3 | C - CUSTOMER | 01FTZ--WRKS | THE WORKS-GAS E... |
| 342390 | 06/17/19 | 9,858 | A - 03806 | | | | |
| | | | T - 04668 | 1 | I - INTERNAL | 01FOZ-Q99PX | *INSPECTION REP... |
| | | | T - 04668 | 2 | I - INTERNAL | 02FTZ0 | BRAKES |
| | | | T - 04668 | 3 | I - INTERNAL | 21FTZTIRE-RO... | ROTATE TIRES |
| 323810 | 11/24/18 | 5 | A - 03925 | | | | |
| | | | T - 03396 | 1 | I - INTERNAL | 70FTZ--BUTLER | AUTO BUTLER CARE |
| 323664 | 11/21/18 | 7 | A - 04634 | | | | |
| | | | T - 04618 | 1 | I - INTERNAL | 76FTZ | PDI - NEW VEH |

CUSTOMER NAME : [redacted] SERIAL NO. : MAJ3P1TE5JC2[redacted]

R.O NO.[redacted] R.O DATE : 04/04/2022 R.O TYPE : S
MILEAGE : 87007 ADVISOR NO. : [redacted]

JOB NUMBER : 1 OPERATION 12FTZ01 OP. DESC. DRIVABILITY
SALE TYPE : C TECHNICIAN NO(S). 04799
COMPLAINT : CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON AND THE AUTO STOP START FEATURE INT. INOP
CORRECTION : VERIFIED CUSTOMER CONCERN, PERFORMED SELF TEST FOUND CODE P00FE, (BLOCKAGE/ RESTRICTION ON VAPOR LINE)- POTENTIAL CAUSE DEBRI FROM INTAKE CAUSED PURGE VALVE TO BE STUCK,)) PERFORMED EVAP TEST, SYSTEM PASSED, WATCH PIDS ALLOK. UPDATED PCM TO LATEST VERSION. CLEARED CODES TEST DROVE ALL OK PASS, AUTO STOP START NOW WORKS. CC
OK PASS.

JOB NUMBER : 2 OPERATION 01FTZ-Q99PX OP. DESC. MULTI POINT INSPECT
SALE TYPE : C TECHNICIAN NO(S). 04799
COMPLAINT : COMPLETE "FREE" MULTI POINT INSPECTION
CORRECTION : QC

JOB NUMBER : 3 OPERATION 50FTZJBCOMPFUEL OP. DESC. COMPLETE FUEL SVC
SALE TYPE : C TECHNICIAN NO(S). 04799
COMPLAINT : CUSTOMER REQUEST COMPLETE FUEL SYSTEM SERVICE
CORRECTION : PERFORMED COMPLETE FUEL SYSTEM SERVICE CLEANING FUEL INJECTORS, INTAKE VALVES, COMBUSTION CHAMBER AND REMOVING DEPOSITS FROM PISTONS.

---

R.O NO. : 366568 R.O DATE : 04/13/2020 R.O TYPE : S
MILEAGE : 34780 ADVISOR NO. : 03806

JOB NUMBER : 1 OPERATION 15FTZ OP. DESC. TRIM OR RATTLE
SALE TYPE : W TECHNICIAN NO(S). 03731
COMPLAINT : CUST ST; HOOD WILL NOT OPEN.
CAUSE : 03731
CORRECTION : PULLED LATCH, TAPPED ON HOOD, HOOD OPENED, TRIED MULTIPLE TIMES, CONCERN NO LONGER PRESENT

JOB NUMBER : 2 OPERATION 01FTZ-Q99PX OP. DESC. MULTI POINT INSPECT
SALE TYPE : I TECHNICIAN NO(S). 03731
COMPLAINT : COMPLETE "FREE" MULTI POINT INSPECTION

JOB NUMBER : 3 OPERATION 01FTZ--WRKS OP. DESC. THE WORKS-GAS ENG
SALE TYPE : C TECHNICIAN NO(S). 03731
COMPLAINT : THE WORKS VEHICLE CHECK UP.
UP TO 5 QTS OF MOTORCRAFT SYNTHETIC BLEND OIL
MOTORCRAFT OIL FILTER
MULTI-POINT INSPECTION

TIRE ROTATION AND PRESSURE CHECK
BRAKE INSPECTION
CORRECTION : THE WORKS VEHICLE CHECKUP
UP TO 5 QTS OF MOTORCRAFT SYNTHETIC BLEND OIL
MOTORCRAFT OIL FILTER
MULTI-POINT INSPECTION
TIRE ROTATION

COMMENTS : WAITER

---

R.O NO. : [redacted] DATE : 06/17/2019 R.O TYPE : S
MILEAGE : 9858 ADVISOR NO. : [redacted]

JOB NUMBER : 1 OPERATION 01FOZ-Q99PX OP. DESC. *INSPECTION REPORT
SALE TYPE : I TECHNICIAN NO(S). 04668
COMPLAINT : COMPLETE QUALITY CARE INSPECTION
NO CHARGE TO CUSTOMER, COURTESY YOUR QUICK LUBE CREW.
CAUSE : COMPLETED 40 PT VEHICLE INSPECTION REPORT (VIR)
NOTE CONDITIONS ON VIR AND PRESENT TO CUSTOMER...
PLEASE NOTE RECOMMENDATIONS AT BOTTOM OF THIS INVOICE.
THANK YOU FOR LETTING US SEVICE YOUR VEHICLE WITH
GENUINE FORD PARTS....COCONUT POINT FORD STAFF.

JOB NUMBER : 2 OPERATION 02FTZ0 OP. DESC. BRAKES
SALE TYPE : I TECHNICIAN NO(S). 04668
COMPLAINT : CUST ST: BRAKES SQUEEL WHEN BACKING UP.
CAUSE : MIKE 04668
CORRECTION : CUST STATES BRAKES SQEEL WHEN IN REVERSE VERIFY CONCERN
BRAKES SQEELED UPON INTIAL BACK UP REPEAT BACK UP SQUEEL
NO LONGER PRESIST NORMAL OPERATING CONDITION

JOB NUMBER : 3 OPERATION 21FTZTIRE-ROTAT OP. DESC. ROTATE TIRES
SALE TYPE : I TECHNICIAN NO(S). 04668
CAUSE : ROTATED TIRES
CORRECTION : MIKE 04668

COMMENTS : X06V41P9C1:#6114 created 2019-06-17 11:10:00am taken by Desiree Rat
liff

---

R.O NO. : 323810 R.O DATE : 11/24/2018 R.O TYPE : B
MILEAGE : 5 ADVISOR NO. : 03925

JOB NUMBER : 1 OPERATION 70FTZ--BUTLER OP. DESC. AUTO BUTLER CARE
SALE TYPE : I TECHNICIAN NO(S). 03396
COMPLAINT : APPLY AUTO BUTLER PAINT APPLICATION
PDI, AUTO BUTLER
CAUSE : AUTO BUTLER
CORRECTION : APPLIED AUTO BUTLER PAINT CARE

---

R.O NO. : [redacted] R.O DATE : 11/21/2018 R.O TYPE : Q [redacted]
MILEAGE : 7 ADVISOR NO. : [redacted]

JOB NUMBER : 1 OPERATION 76FTZ OP. DESC. PDI - NEW VEH
SALE TYPE : I TECHNICIAN NO(S). 04618
COMPLAINT : PERFORMED PREDELIVERY INSPECTION ----GALLONS OF GAS
CORRECTION : COMPLETED PREDELIVERY INSPECTION PER MANUFACTURER'S SPECS



# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
3323 NE 163rd Street, Suite 504
North Miami Beach, Florida 33160

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

RECEIVED
FEB 11 2020
BY:

February 3, 2020

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

Re [redacted]
Vehicle: 2018 Ford Eco Sport
VIN: MAJ3P1TE8JC[redacted]

Dear Sir/Madam:

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

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

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

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

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

[redacted]7)

321481-11-5-PRI
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach, FL 33160

PRESORTED
FIRST-CLASS MAIL
POSTAGE AND FEES PAID
C2M LLC
22202

USPS CERTIFIED MAIL™



9214 8901 3247 3400 1085 4390 34

1**********SNGLP 480

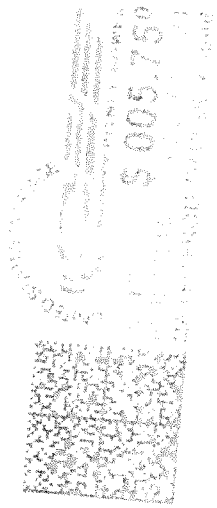
SIGNATURE REQUIRED PER DMM 3.1.1

Ford Motor Company
PO Box 6248
Dearborn, MI 48121-6248



PE23-015 000094 LC SV

**CERTIFIED MAIL**



FEB 10 2020

FEB 10 2020



KAHN & ASSOCIATES
L.L.C.

6200 Rockside Woods Blvd. · Suite 215 · Independence, Ohio 44131
Phone: (216) 621-6101 · Fax: (216) 621-6006
Email: info@kahnandassociates.com
www.KahnAndAssociates.com

September 15, 2023

**VIA FIRST CLASS U.S. MAIL**

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

**Re:** **Revocation of Acceptance**
**Our Client:** [redacted]
**Vehicle:** **2019 Ford Ecosport**
**Date of Purch/Lease:** **December 2022**
**VIN:** **MAJ3S2GE4KC**[redacted]
**Current Mileage:** **55,000**
**Our File No:** [redacted] **v. Ford Motor Company**

Dear Case Manager:

Please be advised that this office has been retained by [redacted] regarding the above-referenced vehicle which was obtained from Dick Masheter Ford Inc (1090 S Hamilton Rd., Columbus, Ohio 43227). Since that time, our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

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

1. Engine;
2. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Ohio Lemon Law, the Magnuson-Moss Warranty Act and the Ohio Uniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...," these defects have understandably caused our client to lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you (and the authorized dealer) are hereby notified that our client is revoking acceptance of the vehicle effective immediately. Our client has directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.[1]

If you wish to resolve this matter expeditiously or merely apprise us of your position, please contact this office within the next fourteen (14) days. If we do not hear anything from you, because Ford Motor Company does not have an approved Informal Dispute Resolution Mechanism in Ohio we have been directed to begin preparing a formal complaint to be filed with the Court.

Sincerely,





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



CHIMICLES
SCHWARTZ KRINER &
DONALDSON-SMITH LLP
ATTORNEYS AT LAW

ONE HAVERFORD CENTRE
361 WEST LANCASTER AVENUE
HAVERFORD, PA 19041
PHONE: 610-642-8500
FAX: 610-649-3633

Timothy N. Mathews
TIMOTHYMATHEWS@CHIMICLES.COM

June 2, 2023

**VIA CERTIFIED MAIL**
Ford Motor Company
ATTN: Legal Department
1 American Road
Dearborn, MI 48126

Re: **Demand Letter Pursuant to Texas Business and Commerce Code § 17.505 and Notice of Breaches of Express Warranty, Implied Warranty, the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.***

To Whom It May Concern:

We represent [redacted] ("Claimant"), a resident of Oregon, on behalf of himself and all similarly situated individuals who purchased or leased a 2018-2020 Ford EcoSport vehicle that suffers from a defect that can cause a loss of engine oil pressure resulting in a need for an engine replacement (collectively, "Class Vehicles"). This letter provides notice and demand to Ford Motor Company ("Ford") of claims for breach of express and implied warranty statutory provisions of Texas, the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* ("MMWA"), and the Texas Deceptive Trade Practices-Consumer Protection Act ("TDTPCPA"), Tex. Bus. & Com Code § 17.41, *et seq.* pursuant to the Texas Business and Commerce Code § 17.505.

Claimant alleges that Ford has engaged in unfair, deceptive, and misleading consumer practices in connection with the marketing and sale of its Class Vehicles in violation of the TDTPCPA. Additionally, Ford has failed to comply with the terms of its express warranty by failing to replace the defective oil pump and/or component parts and by replacing defective parts with more defective parts. Ford has also failed to comply with its implied warranties by selling Class Vehicles that are unmerchantable and not fit for their intended use. Moreover, Ford has engaged in other conduct in violation of state, federal, and common law, including violations of the Magnuson Moss Warranty Act, Texas Bus. & Com. Code § 2.313, and Texas Bus. & Com. Code § 2.314.

On September 22, 2018, [redacted] purchased a new 2018 Ford EcoSport equipped with a 1.0L EcoBoost engine from Westway Ford, an authorized Ford dealership located in Irving, Texas. On September 3, 2022, when Claimant's vehicle had approximately 64,000 miles on the odometer, the oil pressure light illuminated on his dashboard while driving. Within ten minutes of the warning, his vehicle entered into limp mode, forcing him to quickly pull over to the side of the road to avoid a collision Claimant's car was towed the same day to Courtesy Ford Lincoln, an authorized Ford dealership located in Portland, Oregon. Following their initial inspection, the service technician at the dealership diagnosed the issue as engine failure caused by an oil pump

failure. Claimant was informed that he would be responsible for covering the costs of the engine replacement. The preliminary estimate of the total cost was $6,700. Due to the difficulty of sourcing a new engine, as well as the time involved in installing a new engine, Claimant was without his vehicle for two months. As such, he incurred costs for alternative transportation including Lyft rides totaling approximately $342.87. 28. On October 31, 2022, Claimant's vehicle was returned to him after being held at the dealership for approximately eight weeks. Had Mr. Bolton been aware of the Defect prior to purchase, he would not have purchased the vehicle or would have paid substantially less for it than he did.

## I. Notice of Violations of Texas Business and Commerce Code § 17.505

Ford's conduct in connection with the sale and marketing of Class Vehicles violates the TDTPCPA, which prohibits "[f]alse, misleading, or deceptive acts or practices in the conduct of any trade or commerce." Tex. Bus. & Com. Code § 17.46(a). Section 17.46(b), inter alia, of the Texas Business and Commercial Code. Specifically, the violations of Section 17.46(b) include, at a minimum, the following:

a) Ford representing that goods and services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have;
b) Ford represented that goods and services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;
c) Ford advertised goods with intent not to sell them as advertised;
d) Ford represented that goods have been supplied in accordance with a previous representation when they have not;
e) Ford failed to disclose the existence of the defect; and
f) Ford failed to provide a suitable remedy for the defect.

Claimant demands the relief detailed below for these violations of the TDTPCPA pursuant to Texas Business and Commerce Code § 17.505.

## II. Notice of Breach of Warranties and Violations of the Magnuson-Moss Warranty Act ("MMWA")

In addition to the statutory consumer fraud claims, Claimant alleges breach of express warranty, breach of the implied warranty of merchantability, and breach of the implied warranty of fitness for a particular purpose, as well as violations of the MMWA, 15 U.S.C. § 2301, *et seq.*, Ford has failed to comply with the terms of its express warranty by failing to repair or replace the defective oil pumps and/or component parts and by replacing defective parts with more defective parts. Ford has failed to comply with its implied warranties by selling Class Vehicles that do not function as intended when the oil pump failure leads to engine failure that presents a significant safety hazard. In breaching its warranties, Ford has also violated the MMWA. Claimant intends to pursue MMWA and warranty claims against Ford on behalf of a class or classes of similarly situated purchasers.

## III. Demand for Relief

Claimant and other consumers have suffered injury and loss of money and diminution of value because they purchased or leased Ford Class Vehicles when they otherwise would not have purchased or leased them, paid more for the Class Vehicles than they would have paid, and have incurred service and repair costs that they otherwise would not have incurred. This notice is being served on behalf of Claimant and all other consumers who purchased or leased defective Class Vehicles who hereby demand that Ford:

a) Notify all Class Vehicle owners and lessees about the defect;

b) Compensate Claimant and all owners and lessees for the full difference between what they paid and the actual value of the Class Vehicles in light of the oil pump defect;

c) Correct Ford's manufacturing process to ensure that all systems are manufactured with adequate materials and design;

d) Replace the defective oil pumps or all such parts as are necessary to eliminate the defect or perform on all Class Vehicles a repair sufficient to correct the defect;

e) Compensate owners and lessees who incurred costs and/or labor to repair defective oil pumps;

f) Extend the warranties on Class Vehicles to provide repair and replacement of defective parts and/or materials; and

g) Immediately cease the sale of Class Vehicles with the oil pump defect and otherwise immediately cease to engage in the violations of Texas Business and

Commerce Code § 17.505, and other state consumer protection statues as set forth above.

We, of course, hope that you will act immediately to rectify this situation and stand ready to discuss a reasonable resolution of this matter on the terms outlined above or on similar terms acceptable to Claimant and similarly situated persons.

Please direct all communications or responses regarding this notice to the undersigned. Moreover, unless Ford takes such action as demanded above within (60) days after receipt of this letter, Claimant intends to seek damages on behalf of himself and a class of similarly situated individuals for Ford's violations of the TDTPCPA and Texas common law. Claimant also intends to immediately seek injunctive relief enjoining Ford from continuing the unlawful, deceptive, fraudulent, and unfair business practices detailed above; injunctive relief in the form of a recall or free replacement program; equitable relief; and an award of reasonable attorneys' fees and costs.

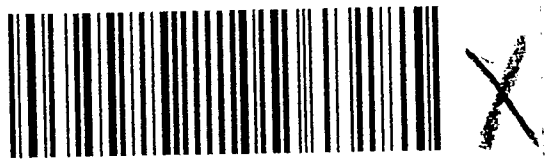
If you have any questions or require any additional information or would like to discuss these matters further, please do not hesitate to contact me.

Sincerely yours,

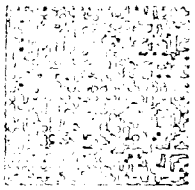
[redacted]

TNM/jpb

CERTIFIED MAIL



7021 2720 0002 2558 6467



US POSTAGE
$001.50
First-Class - IMI
ZIP 19041
03/02/2023
0306 0011821459

CHIMICLES
SCHWARTZ KRINER &
DONALDSON-SMITH LLP
ATTORNEYS AT LAW

ONE HAVERFORD CENTRE
361 WEST LANCASTER AVENUE
HAVERFORD, PA 19041

Ford Motor Company
ATTN: Legal Department
1 American Road
Dearborn, MI 48126

PE23-015 000103 LC SV

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF DELAWARE**

| | |
|---|---|
| [redacted] | No. _____ |
| Plaintiffs,<br>v.<br>FORD MOTOR COMPANY,<br>Defendant. | **JURY TRIAL DEMANDED**<br><br>**CLASS ACTION COMPLAINT** |

Plaintiffs [redacted] ("Plaintiffs") individually and on behalf of all others similarly situated (the "Class" as defined below), by and through their attorneys, allege as follows against Defendant Ford Motor Company ("Ford").

## INTRODUCTION

1. The Ford 1.0L EcoBoost engine is a one liter, 3-cylinder engine used in several models of economy, subcompact and compact cars manufactured by Ford. Unfortunately, these engines have an inherent defect related to the oil pump, about which Ford has known but not disclosed to consumers. This defect results in catastrophic engine failure, often shortly outside of the 60,000-mile powertrain warranty as demonstrated below.

2. The defect presents a serious safety hazard because it can cause catastrophic engine failure without warning while driving, lost motive power, and/or sudden limp mode activation, increasing the likelihood of a collision. Moreover, because Ford is aware that the failures – which attract the owners' notice – occur frequently just outside the warranty, it is unfairly transferring the cost of the warranty repairs to unsuspecting consumers of the economy vehicles in which these engines are equipped.

3. This is a class action brought against Ford by Plaintiffs on behalf of themselves and a class of current and former owners and lessees of model year 2016 or later Ford-brand vehicles equipped with a 1.0L EcoBoost engine ("Class Vehicles"), including 2016-2017 Ford Fiesta vehicles, 2018-2021 Ford EcoSport vehicles and 2016-2018 Ford Focus vehicles.

4. With Manufacturer Suggested Retail Prices ("MSRPs") starting around $16,000 for the Fiesta, $20,000 for the Ecosport, and $18,000 for the Focus, Ford marketed the subcompact and compact Class Vehicles towards budget-minded consumers.

5. In brochures and other advertising materials, Ford consistently touted the "award winning" EcoBoost engine as "A turbo-charged wonder, the award-winning 1.0L EcoBoost engine offers an impressive combination of driveability and fuel efficiency."

6. Ford failed to disclose, however, the fact that the engines equipped in the Class Vehicles are, as described by one Ford Dealership employee, "time bombs" due to a defect that prevents oil from circulating properly that destroys the engine, leaving consumers with a repair bill that frequently exceeds the value of the vehicle. Specifically, the 1.0L EcoBoost engines have manufacturing, workmanship, and/or design defects which lead to a loss of oil pressure and an oil pump failure, causing the oil in the vehicle to slow or stop circulating, increasing engine temperature beyond specifications, and subsequently, causing the engine to seize (the "Oil Pump Defect" or "Defect"). Discovery will show that the Oil Pump Defect is the result of defective engine oil pump belt tensioners, which are prone to premature failure and do not meet industry or manufacturer standards.

7. Plaintiffs and Class member are often unable to determine that their vehicles suffer from the Defect until the engine malfunctions while their vehicle is being driven, creating a significant safety hazard. Symptoms of the Defect include abnormal noise coming from the engine compartment, increasing engine temperature, and a drop in oil pressure. If the driver is lucky, the low oil pressure warning light will illuminate, giving them time to pull over to the side of the road. However, the Defect can also cause the engine to stall or fail without warning, or put the vehicle into "limp mode," causing the vehicle to decelerate or stop suddenly in the middle of traffic.

8. The Defect is inherent in each Class Vehicle and was present at the time of sale or lease to each Class Member. Each of the 1.0L EcoBoost engines installed in the Class Vehicles is identical or substantially similar, in that Ford made no material changes to the engines over the years or by model.[1]

9. Ford has been aware of the Defect for years, as evidenced by several manufacturer communications and technical service bulletins ("TSBs") and large numbers of consumers who have complained about this Defect dating back to at least 2016, including when consumers brought their Class Vehicles to Ford's authorized dealers for repairs, complained to Ford directly via the customer service department, or complained to the National Highway Transportation Safety Administration ("NHTSA").

10. Despite Ford's knowledge of the Defect, which renders the Class Vehicles hazardous and unsuitable for their intended purpose, it has failed to provide adequate repairs under warranty, and has also failed to disclose the Defect to unsuspecting consumers.

11. Due to the undisclosed Oil Pump Defect, Plaintiffs and Class Members were deprived of the benefit of their bargain in purchasing or leasing their Ford vehicles. These customers continue to have to live with the risks of their vehicles stalling in the middle of traffic, potential engine failure and costly replacements, and diminution of value of their vehicles. Plaintiffs accordingly seek relief both for themselves and for other current and former owners or lessees of these Class Vehicles.

## JURISDICTION AND VENUE

12. This action is properly before this Court and this Court has subject matter jurisdiction over this action under the Class Action Fairness Act. At least one member of the proposed class is a citizen of a different state than Ford, the number of proposed class members

[1] For example, Ford often issues technical service bulletins for all vehicles with this particular engine, regardless of model or model year, for a variety of known issues. This includes a separate known defect of the 1.0 EcoBoost engine in which coolant escapes from the engine, causing catastrophic engine damage. At least one bulletin regarding this issue was issued on October 15, 2018, directed at vehicles with the 1.0 EcoBoost engine including 2014-2017 Fiesta, 2015-2018 Focus, 2018-2019 Ecosport vehicles entitled "SSM 47587."

exceeds 100, and the amount in controversy exceeds the sum or value of $5,000,000.00 exclusive of interests and costs. *See* 28 U.S.C. § 1332(d)(2)(A).

13. In addition, under 28 U.S.C. § 1367, this Court may exercise supplemental jurisdiction over the state law claims because all of the claims are derived from a common nucleus of operative facts and are such that Plaintiffs would ordinarily expect to try them in one judicial proceeding. Further, this Court may also exercise supplemental jurisdictions over Plaintiffs' Magnuson-Moss Warranty Act claims.

14. This Court has personal jurisdiction over Defendant because it is incorporated in the State of Delaware; has consented to jurisdiction by registering to conduct business in the state; maintains sufficient minimum contacts in Delaware; and otherwise intentionally avails itself of the markets within Delaware through promotion, sale, marketing and distribution of its vehicles, which renders the exercise of jurisdiction by this Court proper and necessary as Ford is "at home" in Delaware.

15. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a)-(c). A substantial part of the events or omissions giving rise to the claims occurred in this District. Plaintiffs may properly sue Ford in this District, Ford's state of incorporation.

## PARTIES

### I. Plaintiffs

**Plaintiff** [redacted]

16. Plaintiff [redacted] is domiciled in and is a citizen of Goergia.

17. On September 22, 2018, Plaintiff [redacted] purchased a new 2018 Ford EcoSport equipped with a 1.0L EcoBoost engine from Westway Ford, an authorized Ford dealership located in Irving, Texas.

18. Plaintiff [redacted] purchased his vehicle for personal, family, or household use.

19. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase his vehicle. Before making his purchase, Plaintiff [redacted] researched the details about

the vehicle by perusing Ford's corporate website and the website hosted by his dealership at the time Westway Ford. He also reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured his of the quality, safety, and reliability of the vehicle, and test drove the vehicle he ultimately purchased. Plaintiff [redacted] selected and ultimately purchased his Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

20. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

21. Had Ford disclosed the Defect before Plaintiff [redacted] purchased his vehicle, he would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted]. Like all members of the Class, Plaintiff [redacted] would have not purchased his Class Vehicle, or would have paid less for the vehicle, had he known of the Defect.

22. In addition, at the time Plaintiff [redacted] purchased his vehicle, and in purchasing his vehicle, he relied upon representations from Ford and its authorized dealership that he saw during his internet research, heard from the salesperson, and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

23. At all times during his ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced his Class Vehicle according to Ford's recommended maintenance guidelines.

24. On September 3, 2022, when his vehicle had approximately 64,000 miles on the odometer, the oil pressure light illuminated on his dashboard while driving. Within ten minutes of

the warning, his vehicle entered into limp mode, forcing him to quickly pull over to the side of the road to avoid a collision. The car's engine had completely seized, preventing him from starting it up again. His car was towed the same day to Courtesy Ford Lincoln, an authorized Ford dealership located in Portland, Oregon.

25. Following their initial inspection, the service technician at the dealership diagnosed the issue as engine failure caused by an oil pump failure. Plaintiff [redacted] was informed that he would be responsible for covering the costs of the engine replacement. The preliminary estimate of the total cost was $6,700.

26. Plaintiff [redacted] contacted Ford directly about the engine replacement via phone on or about September 13, 2022. Following some negotiation with the customer service department of Ford, Ford agreed to cover some of the cost of the engine, but Plaintiff [redacted] was forced to pay $2,387.03 out of pocket for the engine replacement.

27. Due to the difficulty of sourcing a new engine, as well as the time involved in installing a new engine, Plaintiff [redacted] was without his vehicle for two months. As such, he incurred costs for alternative transportation including Lyft rides totaling approximately $342.87. Moreover, his vehicle insurance provider, Farmer's Insurance, initially provided rental assistance while they evaluated a claim Plaintiff [redacted] filed. However, after determining the cause of the problems with Plaintiff [redacted] vehicle were a manufacturer defect, the insurance company declined all coverage and revoked its rental assistance.

28. On October 31, 2022, Plaintiff [redacted] vehicle was returned to him after being held at the dealership for approximately eight weeks.

29. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in his vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification, or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

30. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although he would like to do so.

31. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive his Class Vehicle in a foreseeable manner and in a manner that it was intended to be used.

32. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of his vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff [redacted]**

33. Plaintiff [redacted] is domiciled in and is a citizen of [redacted]

34. In or around August 2018, Plaintiff [redacted] purchased a new 2018 Ford EcoSport equipped with a 1.0L EcoBoost engine from Suburban Ford, an authorized Ford dealership located in Waterford, Michigan.

35. Plaintiff [redacted] purchased her vehicle for personal, family, or household use.

36. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase her vehicle. Before making her purchase, Plaintiff [redacted] details about vehicle contained on both Ford's website and websites for several Ford dealerships, along with various paper flyers. She also reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured her of the quality, safety, and reliability of the vehicle, and test drove the vehicle she ultimately purchased. Plaintiff [redacted] selected and ultimately purchased her Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle

capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

37. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

38. Had Ford disclosed the Defect before Plaintiff [redacted] purchased her vehicle, she would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted] would have not purchased her Class Vehicle, or would have paid less for the vehicle, had she known of the Defect.

39. In addition, at the time Plaintiff [redacted] purchased her vehicle, and in purchasing her vehicle, she relied upon representations from Ford and its authorized dealership that she saw during her internet research, read in promotional material disseminated by Ford, heard from the salesperson, and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

40. At all times during her ownership of the vehicle, Plaintiff [redacted] roperly maintained and serviced her Class Vehicle according to Ford's recommended maintenance guidelines.

41. On January 14, 2023, when her vehicle had approximately 60,705 miles on the odometer, the oil pressure light illuminated on the dashboard while her husband was driving the vehicle, forcing him to pull over to the side of the road and confirm that the oil level on the dipstick was not low. He drove the vehicle to Bell Tire in Chesterfield, Michigan, who advised him to have the car towed to the nearest Ford dealership. Plaintiff [redacted] vehicle was towed to Suburban Ford that same day. The dealership diagnosed the vehicle having a failed oil pump which had damaged the engine such that an engine replacement was required.

42. Despite being within the time limitations of the warranty and barely over the mileage limitation by only 705 miles, Plaintiff [redacted] was informed that she would be responsible for covering the costs of the engine replacement and that warranty coverage would not apply. The preliminary estimate of the total cost came out to around $6,270.99, which did not include the cost to have the car towed to the dealership. The dealership reached out to Ford corporate on her behalf to ask about financial assistance towards the repair costs, but Ford declined to cover any of the costs.

43. On February 23, 2023, the dealership returned the vehicle to Plaintiff [redacted] after approximately 5 weeks due to difficulty in sourcing the engine.

44. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in her vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification, or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

45. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although she would like to do so.

46. At all times, Plaintiff Ptaszek, like all Class Members, has attempted to drive her Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

47. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted]s vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff [redacted]**

48. Plaintiff [redacted] is domiciled and is a citizen of [redacted].

49. On May 15, 2019, Plaintiff [redacted] purchased a new 2019 Ford EcoSport equipped with a 1.0L EcoBoost engine at Chapman Ford, an authorized Ford dealership located in Philadelphia, Pennsylvania.

50. Plaintiff [redacted] purchased her vehicle for personal, family, or household use.

51. Passenger safety and reliability were important factors in Plaintiff [redacted]'s decision to purchase her vehicle. Before making her purchase, Plaintiff [redacted] reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component and test drove the vehicle she ultimately purchased.

52. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

53. Had Ford disclosed the Defect before Plaintiff [redacted] purchased her vehicle, she would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted]. Like all members of the Class, Plaintiff [redacted] would have not purchased her Class Vehicle, or would have paid less for the vehicle, had she known of the Defect.

54. In addition, at the time Plaintiff [redacted] purchased her vehicle, and in purchasing her vehicle, she relied upon representations from Ford and its authorized dealership that she reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

55. At all times during her ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced her Class Vehicle according to Ford's recommended maintenance guidelines.

56. In or around November 2022, when the vehicle had approximately 56,000 miles on the odometer, the powertrain warning light began flashing on her dashboard while she was driving on the highway. She pulled her car to the side of the road, turned it off and re-started it, and the warning light disappeared.

57. When the powertrain warning light began appearing at least two to three times during a given week, she brought her car into Chapman Ford. Her dealership ran a diagnostic and did not find any Diagnostic Trouble Codes indicating that the engine's control module recorded a problem. The dealership concluded that there was nothing they could do until something else was to happen as result of the warning light going off. She checked with Protech as well, a third-party repair shop located in Philadelphia, Pennsylvania, who made the same assessment as Chapman Ford that there was nothing else that could be done unless something else were to happen with the vehicle besides the light coming-on.

58. On or around February 12, 2023, when her vehicle had approximately 64,000 miles on the odometer, the oil pressure light illuminated on her dashboard while driving home from work over the Walt Whitman Bridge. She managed to get her car safely across the bridge before pulling it to the side of the road.

59. The vehicle was towed to Holman Ford, an authorized Ford dealership located in Turnersville, New Jersey. The service technicians at the dealership examined the engine and found debris within the engine from the deteriorated oil pump belt, as well as metal shavings resulting from metal-on-metal damage due to insufficient oil circulation within the engine. Due to the poor oil circulation, debris, and metal shavings, the engine suffered catastrophic failure and required replacement. Plaintiff [redacted] was told she would be responsible for covering the costs of the engine replacement. The preliminary estimate of the total cost came out to around $8,648 before tax.

60. Unable to afford the repair, Plaintiff [redacted] contacted Ford to ask for assistance in paying for the repair. Ford refused. Plaintiff [redacted] then had her car towed to ProTech. Their estimate for an engine replacement totaled $6,208.52.

61. On March 2, 2023, Plaintiff's vehicle was returned after having a replacement engine installed by Protech. The repair took approximately 2.5 weeks and for approximately 2.5 weeks and Plaintiff [redacted] paid $994.72 at her own expense for a rental vehicle for alternate transportation during that time.

62. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in her vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

63. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although she would like to do so.

64. At all times, Plaintiff [redacted], like all Class Members, has attempted to drive her Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

65. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff [redacted]**

66. Plaintiff [redacted] domiciled in and a citizen of California.

67. On or around October 2018, Plaintiff [redacted] leased a new 2018 Ford EcoSport from Ford of Upland, an authorized Ford dealership located in Upland, California.

68. Following the expiration of her lease, Plaintiff [redacted] o purchased her vehicle outright.

69. Plaintiff [redacted] purchased her vehicle for personal, family, or household use.

70. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase her vehicle. Before making her purchase, Plaintiff [redacted] reviewed Ford's website that featured representations and details about the vehicle, reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured her of the quality, safety, and reliability of the vehicle, and test drove the vehicle she ultimately purchased. Plaintiff [redacted] selected and ultimately purchased her Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

71. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

72. Had Ford disclosed the Defect before Plaintiff [redacted] purchased her vehicle, she would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted]. Like all members of the Class, Plaintiff [redacted] would have not purchased her Class Vehicle, or would have paid less for the vehicle, had she known of the Defect.

73. In addition, at the time Plaintiff [redacted] purchased her vehicle, and in purchasing her vehicle, she relied upon representations from Ford and its authorized dealership that she saw during her internet research, heard from the salesperson, and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

74. At all times during his ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced her Class Vehicle according to Ford's recommended maintenance guidelines.

75. On March 17, 2022, Plaintiff [redacted] when her vehicle had approximately 65,000 miles on the odometer, noticed a knocking noise on her drive home from work. The next morning when she was on her way to the shop for the knocking noise, the noise got much louder and the vehicle's low oil light illuminated. Plaintiff [redacted] then had the vehicle towed to a local independent mechanic, Bertino Automotive Services, located in Rancho Cucamonga, California, to avoid the risk of driving and causing damage to her engine. The mechanic drained the vehicle's oil pan and found rock-sized pieces of the engine in the oil, indicating that the engine had already suffered catastrophic damage and failure. She was informed that the entire engine would need to be replaced due to an oil pump failure.

76. Following their diagnosis, Plaintiff [redacted] had the vehicle towed to Ford of Upland, which performed a diagnostic process and said the entire engine did need to be replaced due to an oil pump failure. The initial quote for the replacement engine was $5,000. Ford agreed to pay $3,000 of the cost, leaving Plaintiff [redacted] to pay $2,000. However, when Plaintiff [redacted] went to pick her vehicle up, the dealership charged her another $375 for parts not included in the initial quote and not covered by Ford. As a result, Plaintiff [redacted] aid $2,375 for the attempted repair to the vehicle.

77. On May 13, 2022, Plaintiff [redacted] retrieved her vehicle from the dealership, after nearly four weeks.

78. Since the attempted repair, Plaintiff [redacted] has returned her vehicle to Ford of Upland several times due to the check engine light illuminating sporadically. Each time, she was told "it was probably a faulty signal issue," but no repairs were attempted.

79. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in her vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification, or change to the

maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

80. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although she would like to do so.

81. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive her Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

82. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff [redacted]**

83. Plaintiff [redacted] is domiciled in and is a citizen of [redacted]

[redacted] or around July 27, 2020, Plaintiff [redacted] purchased a used 2019 Ford EcoSport equipped with a 1.0L EcoBoost engine with approximately 31,282 miles on the odometer from Offlease Only, a used car dealer located in [redacted].

85. Plaintiff [redacted]t purchased his vehicle for business purposes, as he owns and manages a driving school.

86. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase his vehicle. Before making his purchase, Plaintiff [redacted] reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component and other pertinent details about the vehicle supplied on Offlease's website. He has also been a longtime owner of various Ford vehicles over the last few decades. Plaintiff [redacted] selected and ultimately

purchased his Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

87. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

88. Had Ford disclosed the Defect before Plaintiff [redacted] purchased his vehicle, he would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted] would have not purchased his Class Vehicle, or would have paid less for the vehicle, had he known of the Defect.

89. In addition, at the time Plaintiff [redacted] purchased his vehicle, and in purchasing his vehicle, he relied upon representations from Ford and information found on both the Monroney sticker and Offlease's website that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

90. At all times during his ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced his Class Vehicle according to Ford's recommended maintenance guidelines.

91. In May of 2022, when the vehicle had approximately 62,000 miles on the odometer, the oil pressure light illuminated on the dashboard along with several other system warning lights while Plaintiff [redacted] was driving the vehicle. He pulled over the vehicle to the side of the road and subsequently, the engine failed to restart. He had the vehicle towed to Safford Ford, an authorized Ford dealership located in Salisbury, Maryland.

92. Following an inspection, the technician at the dealership provided an engine failure diagnosis. The engine failed due to a shredded oil pump belt. Despite being just 2,000 miles over 60,000 miles Ford did not cover his replacement engine. Plaintiff [redacted] paid $6,398 for a replacement engine.

93. Plaintiff [redacted] also incurred additional out of pocket costs including but not limited to $100 for towing costs.

94. Plaintiff [redacted] was without his vehicle for approximately two months due to difficulty of the dealership in getting a new engine.

95. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in his vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification, or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

96. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] t will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although he would like to do so.

97. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive his Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

98. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of his vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff** [redacted]

99. Plaintiff [redacted] is domiciled in and a citizen of Texas.

100. In or around November 2019, Plaintiff [redacted] purchased a new 2019 Ford EcoSport equipped with a 1.0L EcoBoost engine from Stanley Ford, an authorized dealership located in Sweetwater, Texas.

101. Plaintiff Vasquez purchased her vehicle for personal, family, or household use.

102. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase her vehicle. Before making her purchase, Plaintiff [redacted] reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured her of the quality, safety, and reliability of the vehicle, and test drove the vehicle she ultimately purchased. Plaintiff [redacted] selected and ultimately purchased her Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

103. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

104. Had Ford disclosed the Defect before Plaintiff [redacted] purchased her vehicle, she would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted] would have not purchased her Class Vehicle, or would have paid less for the vehicle, had she known of the Defect.

105. In addition, at the time Plaintiff [redacted] purchased her vehicle, and in purchasing her vehicle, she relied upon representations from Ford and its authorized dealership that she heard from the salesperson and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

106. At all times during his ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced her Class Vehicle according to Ford's recommended maintenance guidelines.

107. On or around March 11, 2023, when her car had approximately 79,300 miles on the odometer, the oil pressure light illuminated on her dashboard while traveling to Illinois. The vehicle completely died when she was trying to make it to the nearest gas station. She paid $65 out-of-pocket initially to get it towed to Stanley Ford. Her car insurance payments went up by $200 as result of the towing. Then on March 12, 2023, she rented a U-Haul for $500 to transport her vehicle to a third-party mechanic shop, Dempsey Auto Repair, located in Abilene, Texas. The mechanic there told her the entire engine needed to be replaced as result of an oil pump failure.

108. The preliminary estimate of the total cost came out to around $7,555 by her mechanic.

109. She reached out to Ford to inquire about getting financial support towards the repair costs, but Ford declined to pay any amount towards the repair cost and instead informed her that their quote for the out-of-warranty engine replacement would be between $10,000-$12,000. Plaintiff [redacted] ended up getting her vehicle repaired by the third-party repair shop due to a lower bid for the repair cost. In total, she spent approximately $8,000 out-of-pocket for the repairs and other related expenses.

110. While the repairs were in-process, Plaintiff [redacted] was without a vehicle for nearly three weeks.

111. On March 29, 2023, Plaintiff [redacted] vehicle was returned after being held at Dempsey Auto for nearly three weeks.

112. Had Ford disclosed the Oil Pump Defect, Plaintiff [redacted] not have purchased her Class Vehicle or would have paid significantly less for it.

113. Additionally, as a result of the Defect, Plaintiff [redacted] incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] icle has also suffered diminution in value due to the Defect and loss of resale value.

114. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in her vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

115. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although she would like to do so.

116. At all times, Plaintiff [redacted], like all Class Members, has attempted to drive her Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

117. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff Tracey Drotos**

118. Plaintiff [redacted] is domiciled in and is a citizen of [redacted]

119. In or around August 2019, Plaintiff [redacted] leased a 2019 Ford EcoSport equipped with a 1.0L EcoBoost engine from Varsity Ford located in [redacted].

120. Plaintiff leased her vehicle for personal, family, or household use.

121. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to lease her vehicle. Before entering into her lease, Plaintiff [redacted] reviewed details about the vehicle on Ford's website and a brochure that was mailed to her home. She also reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured her of the quality, safety,

and reliability of the vehicle, and test drove the vehicle she ultimately leased. Plaintiff [redacted] selected and ultimately leased her Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

122. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

[redacted] Had Ford disclosed the Defect before Plaintiff [redacted] leased her vehicle, she would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted]. Like all members of the Class, Plaintiff [redacted] have not leased her Class Vehicle, or would have paid less for the vehicle, had she known of the Defect.

124. In addition, at the time Plaintiff [redacted] eased her vehicle, and in leasing her vehicle, she relied upon representations from Ford and its authorized dealership that she saw during her internet research, read in promotional material disseminated by Ford, heard from the salesperson, and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in leasing the vehicle, and absent those representations and omissions, would not have leased the vehicle or would have paid less for it.

125. At all times during his ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced her Class Vehicle according to Ford's recommended maintenance guidelines.

126. On or around March 21, 2023, when her car had approximately 65,000 miles on the odometer, the oil pressure light illuminated on her dashboard. She managed to get the car to Varsity Ford where it was inspected. The inspection found that the oil pump belt tensioner had failed, requiring an engine replacement.

127. Plaintiff [redacted] was informed she would be responsible for covering the costs of the engine replacement. The total repair cost was estimated at $5,612.31

128. While the repairs were in-process, Plaintiff [redacted] was without a vehicle for nearly two weeks.

129. On or about April 4, 2023, Plaintiff [redacted] vehicle was returned after being held at the dealership for approximately two weeks.

130. On or about April 24, 2023, Plaintiff [redacted] sent a letter via certified mail to Ford Corporate to inquire about getting financial coverage for the money spent out-of-pocket on the repair. Ford offered $5,000 towards the overall repair costs. Plaintiff Drotos was still responsible for the remaining $612.31.

131. Had Ford disclosed the Oil Pump Defect, Plaintiff [redacted] would not have leased her Class Vehicle or would have paid significantly less for it.

132. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

133. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in her vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

134. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase or lease another Class Vehicle although she would like to do so.

135. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive her Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

136. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff** [redacted]

137. Plaintiff [redacted] is domiciled in and is a citizen of [redacted]

138. On April 3, 2019, Plaintiff [redacted] purchased a new 2018 Ford EcoSport equipped with a 1.0L EcoBoost engine from [redacted] Ford located in Saint Cloud, Florida.

139. Plaintiff [redacted] purchased his vehicle for personal, family, or household use.

140. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase his vehicle. Before making his purchase, Plaintiff [redacted] reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured his of the quality, safety, and reliability of the vehicle, and test drove the vehicle he ultimately purchased. Plaintiff [redacted] selected and ultimately purchased his Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

141. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the power train system. Ford's omissions were material to Plaintiff [redacted]

142. Had Ford disclosed the Defect before Plaintiff [redacted] purchased his vehicle, he would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted] would have not purchased his Class Vehicle, or would have paid less for the vehicle, had he known of the Defect.

143. In addition, at the time Plaintiff [redacted] purchased his vehicle, and in purchasing his vehicle, he relied upon representations from Ford and its authorized dealership that he heard from the salesperson and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

144. On March 31, 2022, when his vehicle had approximately 65,000 miles on the odometer, the oil pressure light illuminated on his dashboard while he was driving on a busy highway, forcing him to cautiously decelerate his vehicle and maneuver it to the side of the road. Plaintiff [redacted] is on active duty for the National Guard and was heading to an assignment at time, but he was forced to call and cancel due to his vehicle's unexpected engine failure. A tow truck transported his car to the closest authorized Ford dealership, Kisselback Ford, located about approximately 35 miles away.

145. After inspecting the vehicle, the dealership confirmed that the vehicle had experienced an oil pump tensioner failure that had caused the vehicle's engine to fail. He was informed that he would be required to pay approximately $8,200 out-of-pocket for the complete engine replacement needed to remedy the issue.

146. Rather than pay $8,200 for the engine repair, Plaintiff [redacted] ended up trading-in his Ford EcoSport vehicle back to his dealership at an estimated $3,000-$5,000 loss. To replace the Ford EcoSport vehicle, he ended up purchasing a Honda CR-V Hybrid vehicle.

147. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although he would like to do so.

148. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive his Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

149. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of his vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

## II. Defendant

150. Ford Motor Company is a Delaware limited liability company with its corporate headquarters located at 1 American Road, Dearborn, Michigan 48126. Ford Motor Company is registered to do business in the State of Delaware. Ford designs, manufacturers, markets, and distributes motor vehicles, parts, and other automotive products for sale in the United States and throughout the world. Ford is the warrantor and distributor of the Class Vehicles in Delaware and throughout the United States.

151. At all relevant times, Ford is engaged in the business of designing, manufacturing, constructing, assembling, warranting, marketing, advertising, distributing, and selling vehicles and motor vehicle components, including the Class Vehicles, under the "Ford", "Lincoln", and other brand names in Delaware and throughout the United States of America.

152. In order to sell vehicles to the general public, Ford enters into agreements with dealerships who are then authorized to sell Ford vehicles to consumer such as Plaintiff. In return for the exclusive right to sell new Ford vehicles in a geographic area, authorized dealerships are also permitted to service and repair these vehicles under the warranties Defendant provides directly to consumers. These contracts give Defendant a significant amount of control over the actions of the dealerships, including sales and marketing of vehicles and parts for those vehicles. All service and repair at an authorized dealership are also completed according to Ford's explicit instructions, issued through service manuals, technical service bulletins ("TSBs"), and other documents. Per the agreements between Defendant and the authorized dealers, consumers such as Plaintiffs can receive services under Defendant's issued warranties at dealer locations that are convenient to them.

153. Ford also develops and disseminates the owners' manuals, warranty booklets, maintenance schedules, advertisements, and other promotional materials relating to the Class Vehicles. Ford is also responsible for the production and content of the information on the Moroney Stickers.

154. Ford also develop and disseminates the owners' manuals, warranty booklets, maintenance schedules, advertisements, and other promotional materials relating to the Class Vehicles. Ford is also responsible for the production and content of the information on the Moroney Stickers.

## FACTUAL ALLEGATIONS

155. For years, Ford has designed, manufactured, distributed, sold, leased, and warranted the Class Vehicles.

156. Ford marketed and sold thousands of Class Vehicles nationwide, including through its nationwide network of authorized dealers and service providers. Ford sells its vehicles through its authorized dealerships. After these dealerships sell cars to consumers, including Plaintiffs and Class Members, they acquire additional vehicles inventory from Ford to replace the vehicle sold, increasing Ford's revenues. Ford also sells replacement parts to its dealerships for use to service, maintain, and repair vehicles, including the Class Vehicles. Thus, Plaintiffs' and Class Members' purchase of Class Vehicles and their replacement parts accrues to the benefit of Ford by increasing its revenues. In 2022, Ford reported its North American revenues was $87 billion.[2]

### I. Ford's Statements About the 1.0L Ecoboost

157. Ford advertises and emphasizes the engineering of the 1.0L EcoBoost in the Class Vehicles, continually referring to the engine as "an impressive combination of drivability and fuel efficiency." In fact, "driveability and efficiency" is Ford's constant refrain in describing the functionality of the 1.0L EcoBoost as these brochures for the Ford Focus from model years 2016 to 2018 demonstrate:

[2] *See* 2022 Ford Annual Report.

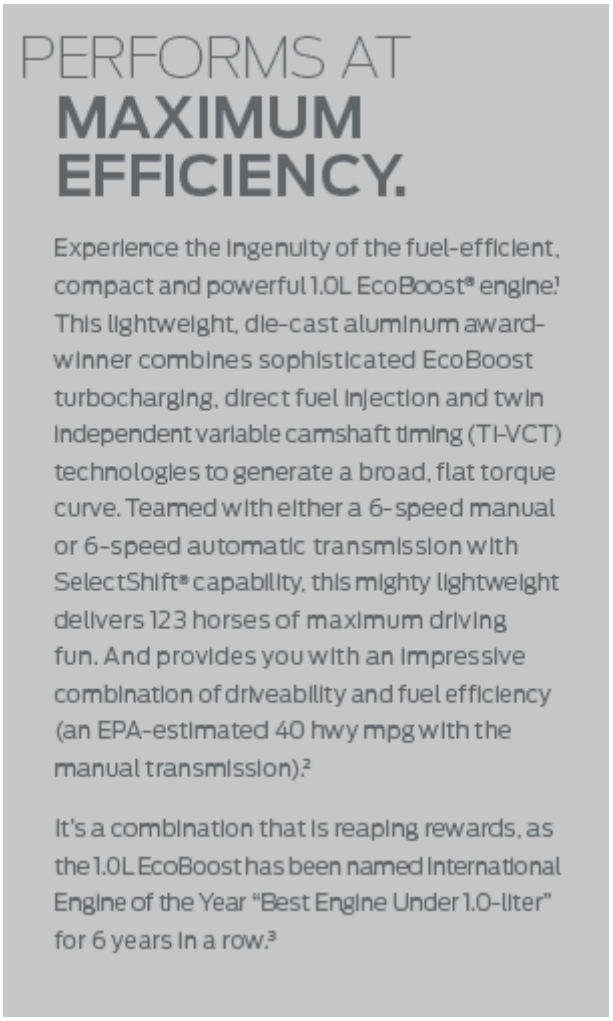



## Experience ingenuity.

1.0 liter of displacement. 3 cylinders. 215 pounds. From these specs, the 1.0L EcoBoost® engine[1] offers cutting-edge engineering.

**With 125 lb.-ft. of torque**, the 1.0L EcoBoost is teamed with a 6-speed manual transmission for 123 horsepower of maximum driving fun. Or you can choose an available 6-speed SelectShift® automatic. This award-winning performer has been named the best engine under 1.0L, according to *Engine Technology International*.[2] It combines direct injection, turbocharging and twin independent variable camshaft timing (Ti-VCT) to generate a broad, flat torque curve. And provide you with an impressive combination of driveability and fuel efficiency (an EPA-estimated 42 hwy mpg with the manual transmission).[3]

158. This mimics the claims about the "driveability and efficiency" 1.0L EcoBoost engines in the Ford EcoSport. But contrary to these assertions, vehicles with the 1.0L EcoBoost are simply not drivable, as exemplified by the experiences of Plaintiffs.




159. Ford touted the same characteristics describing "[a] turbocharged wonder" with "an impressive combination of driveability and fuel efficiency" in marketing the 2018 Ford EcoSport:

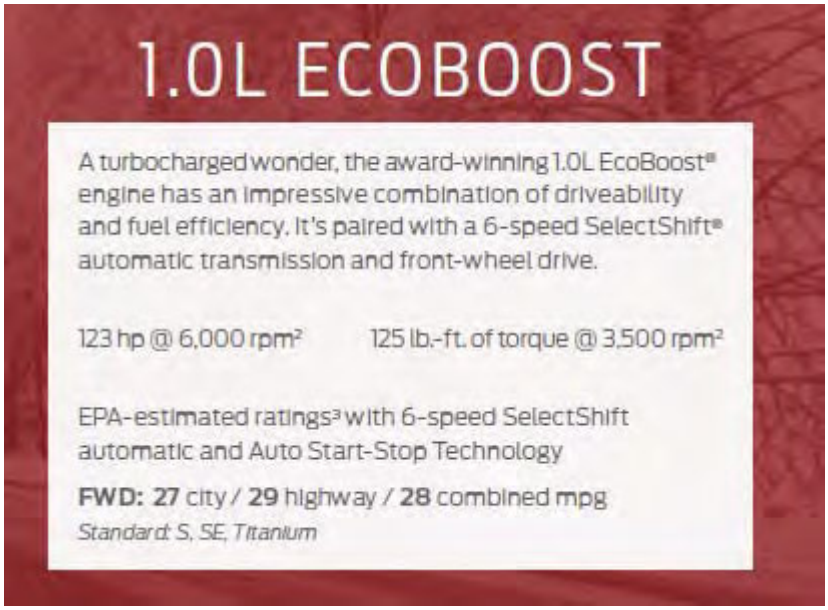
**ZIP AND SIP**

A turbocharged wonder, the award-winning 1.0L EcoBoost® engine[1] has an impressive combination of driveability and fuel efficiency. It's paired with a 6-speed SelectShift® automatic transmission and front-wheel drive (FWD).[1]

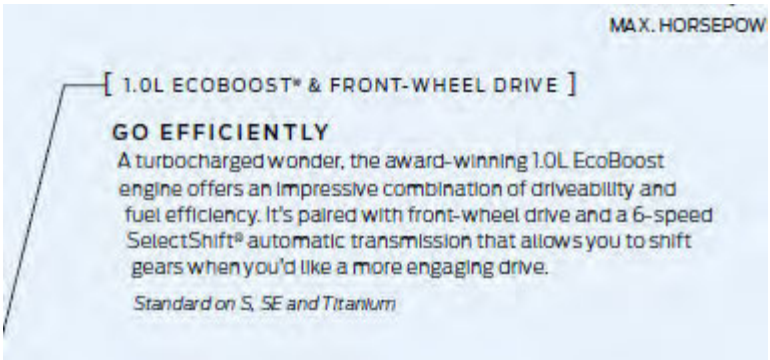
**FIND YOUR SWEET SPOT**

The 2.0L Ti-VCT engine[1] combines direct injection with twin independent variable camshaft timing to deliver an impressive 166 horsepower. It's paired with Intelligent 4WD[1] for enhanced driving fun.

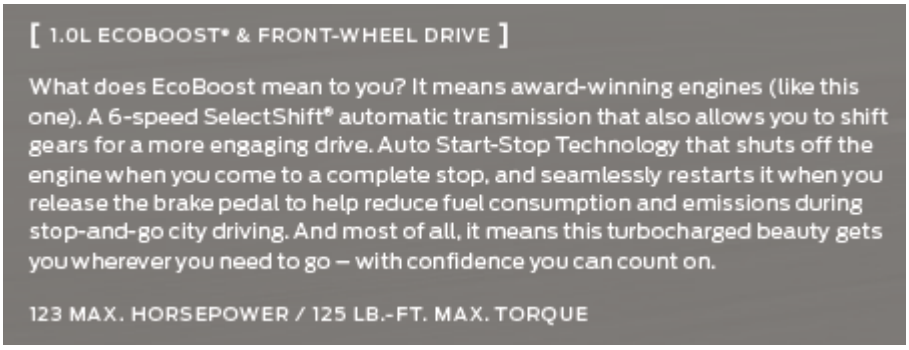
160. Ford repeated the same description of "an impressive combination of driveability and fuel efficiency" for the 2019 Ford EcoSport:



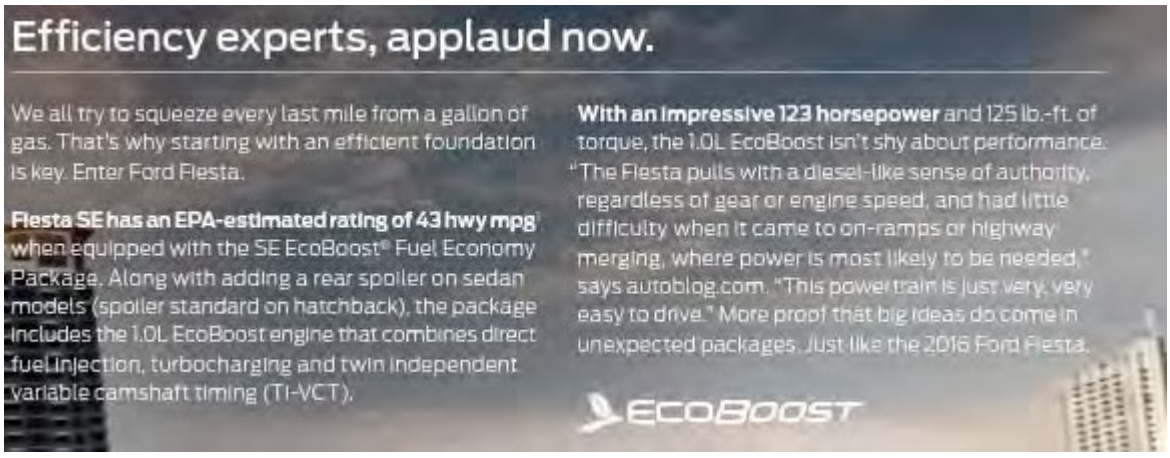
161. Ford similarly describes the "turbocharged wonder" that "offers an impressive combination of driveability and fuel efficiency" for the 2020 Ford EcoSport:



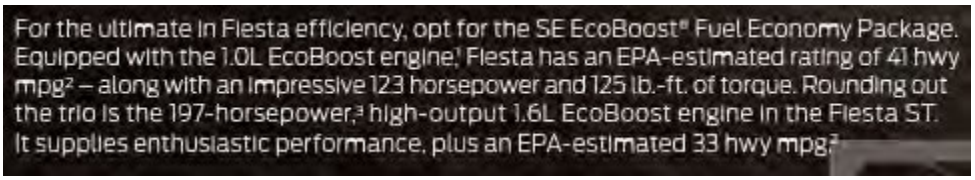

162. Ford touted the "award-winning engines" with technology allowing for seamless driving and fuel efficiency, which means "this turbocharged beauty gets you wherever you need to go" in the 2021 Ford EcoSport:




163. Ford similarly touted the quality and fuel efficiency of the 1.0 EcoBoost engine in the 2016 Ford Fiesta:



164. The 2017 Ford Fiesta was the last year that the 1.0L EcoBoost engine was available in the model. By that time, Ford had limited its claims about the engine to one about fuel efficiency:




165. At no time while advertising the benefits of the 1.0L Ford EcoBoost engine did Ford reveal one of the largest drawbacks: that the engines suffered from the Oil Pump Defect.

166. Ford further describes the safety benefits and innovativeness of their engineering, specifically touting the driver-assistance features to enhance the safety of drivers and passengers while at the same time omitting information about the Oil Pump Defect and its associated safety risk, i.e., the sudden deceleration, stalling, and activation of limp mode, while the vehicles are being driven.

167. For example, the below advertisement fails to mention the Defect or its risks while describing the enhanced safety features in the section touting Driver-assist features in the 2016 Ford Focus:




168. Similarly, the below advertisement fails to mention the Defect or its risks, but provides details on smart-driver assist technologies enhancing safety in the 2017 Ford Focus:




169. The below advertisement also details several safety features in the 2018 Ford Focus but fails to mention the Defect or its risks:




170. Ford similarly omits mention of the Defect and its risks, while going to great lengths to tout five safety systems in the 2018 Ford EcoSport:

**BIG ON PROTECTION** 10 standard airbags on EcoSport include: driver and front-passenger dual-stage front; driver and front-passenger knee; front- and rear-seat side, and side-curtain airbags for both rows.

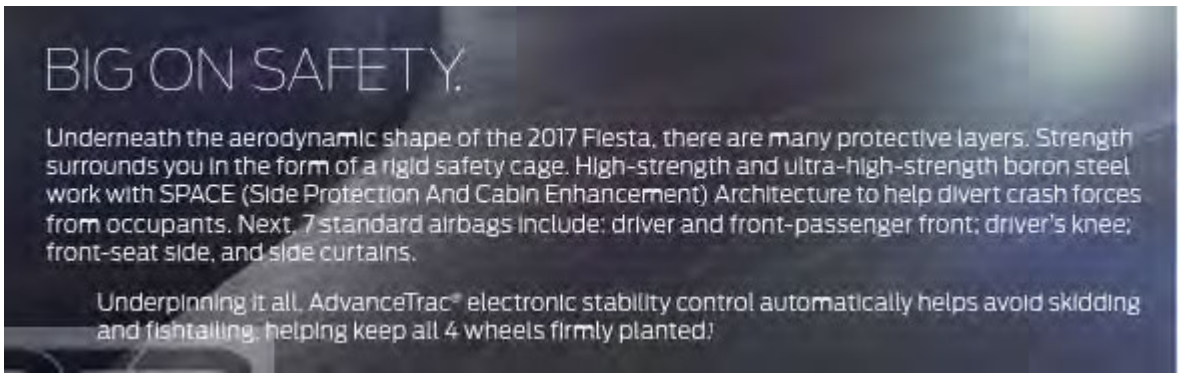
**STAY ALERT TO TRAFFIC** BLIS® (Blind Spot Information System) with cross-traffic alert[1,2] helps warn you if it detects a vehicle in either of your blind spots while driving forward, or approaching from the sides while in Reverse.

**ACTIVATE WHEN WET** When the rains come, rain-sensing windshield wipers[1] turn on automatically to help keep your forward view clear.

**BE ALERTED TO WHAT'S BEHIND YOU** Along with the standard rear view camera, the Reverse Sensing System[1] audibly alerts you to objects behind EcoSport as you slowly back up.

**MAINTAIN YOUR BALANCE** Smart standard features like AdvanceTrac® with RSC® (Roll Stability Control™)[3] provide enhanced stability in a variety of conditions. By selectively applying individual brakes and modifying engine power, the system helps keep all 4 wheels firmly planted.

171. The 2017 Ford Fiesta was advertised by Ford as "Big on Safety" but failed to mention that the Oil Pump Defect could cause the vehicle to stop suddenly while in motion:



172. Ford provides several warranties when consumers purchase Ford-branded vehicles, including a "Bumper to Bumper," 3-year or 36,000-mile warranty, and a Powertrain, 5-year or 60,000-mile warranty. Both of these warranties are part of the New Vehicle Limited Warranty ("NVLW"). These warranties are transferrable to subsequent owners, within the stated durational or mileage limits of the warranties.

173. The engine, including "all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, **oil pump**, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump" is covered by both the "Bumper to Bumper" and the Powertrain warranty (emphasis added).

174. The NVLW provided by Ford promises that "authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period." Ford also limited the remedy under the NVLW "to repair, replacement, or adjustment of defective parts" and states that "[t]his exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner."

175. If Ford and/or its dealerships deem that vehicle has been presented within the time and mileage limitations of the warranty drafted by Ford, replacement of the oil pump or any component damaged by the Oil Pump Defect will be covered under the warranty for manufacturing and workmanship defects.

## I. The Oil Pump Defect

176. Since at least 2011, Ford has been manufacturing and selling vehicles with the same or substantially similar EcoBoost 1.0L engines as those in the Class Vehicles. The Class Vehicles

themselves have identical EcoBoost 1.0L engines that do not differ materially from the EcoBoost 1.0L engines installed in previous model years of the same vehicles. Moreover, the oil pump used in these engines are the same or substantially similar.

177. As with all internal combustion engines, the purpose of engine oil is to provide lubrication in order to reduce friction and wear on moving parts of a vehicle's engine.

178. If there is insufficient oil or oil pressure, the engine will not have the necessary lubrication or cooling, thereby causing premature wear of internal parts, inadequate performance (i.e. loss of power), and/or catastrophic engine failure when damaged moving parts cease to be able to move. Insufficient oil can also result in engine stalling or seizing while the vehicle is in use.

179. The oil pump is the central component of the lubrication system. The oil pump is responsible for transferring oil from the oil pan and pumping it through the engine and eventually back to the sump for recirculation. In order to do this sufficiently lubricate and cool the engine, engine oil must be maintained at a certain pressure level.

180. The oil pump is a critical component of the engine. Oil pump failure causes complete engine failure.

181. Oil pumps in automobiles are either belt-driven or chain-driven. This refers to the mechanism used to control and time the circulation of the engine oil. Chains are made of metal, while belts are typically made of rubber.

182. Belt-driven systems utilize belt tensioners to keep the belt at the correct tension level. If the belt is too tight or too loose, it can cause premature wear on the belt. Premature wear on the belt can cause the oil pressure to drop and eventually for the belt to stop pushing the oil back into the system. Moreover, the wear on the belt can cause pieces of the belt to break off and begin to circulate in the oil, damaging other engine components and leading to a loss of motive power.

183. Traditionally, belt-driven systems utilize a dry belt in which the system is designed in such a way that the belt does not touch the oil. This is because oil can degrade the rubber over time.

184. Recently, however, in a quest to make engines smaller, quieter, and more fuel efficient, some automakers have begun using wet belt or belt-in-oil designs. In this type of design, the belt actually sits inside the oil sump and is in direct contact with the engine oil. This new belt-in-oil design is made possible because of belts made from improved materials, i.e. materials which can withstand the heat, pressure, and friction of a moving engine.

185. Ford was among the earliest adopters of this belt-in-oil design, utilizing it in the 1.0L EcoBoost engines in Class Vehicles.

186. Discovery will show that the oil pumps in 1.0L EcoBoost engines suffer from design, manufacturing and/or workmanship defects which cause the oil pump belt to disintegrate or wear, leading to a loss of oil pressure, introduction of debris from the belt beginning to circulate the engine oil, and loss of lubrication, causing the moving metal pieces in the engine to come into contact with one another and cause damage such that metal shavings and pieces circulate throughout the engine. This Oil Pump Defect is the result of: 1) defective oil pump belt tensioners which do not hold the belt at the sufficient tension for the belt to operate properly; and/or 2) the use of an improper material in the belt (whether by design or by the installation of a belt which has not been made properly according to the specifications of Ford's design). As a result of the Oil Pump Defect, a large number of drivers report loss of oil pressure and oil pump failures in their Class Vehicles, including Plaintiffs, and are forced to purchase new oil pumps and/or engines.

187. The Defect is inherent in all Class Vehicles. The Defect manifests first in a loss of oil pressure, often at levels too low for the oil pressure sensor to register. As the Defect worsens, the oil pressure continues to drop until it triggers the oil pressure sensor. Once the sensor is triggered, the computer which runs the engine, called an "Engine Control Unit" or "Engine Control Module" ("ECM"), evaluates the information from the sensor and sets a "Diagnostic Trouble Code" ("DTC"). The DTCs are codes set by the computer so that it can communicate what exactly

is wrong with a vehicle to a mechanic. As the name implies, DTCs are used for diagnosis. The manufacturer, in this case Ford, decides how and when the ECM sets a DTC, *i.e.* when a condition is serious enough to alert the mechanic. Some DTCs are set without making themselves apparent to the driver and can only be read by a mechanic with access to a computer which can read the DTCs from the ECM, *i.e.* a dealership technician. Other DTCs, including the DTC associated with low oil pressure, are chosen by the manufacture to automatically trigger a light on the dashboard to communicate critical information to the driver. In this case, Ford has chosen the DTC associated with low oil pressure to set only when engine failure is imminent. When this DTC sets, a light illuminates on the dashboard alerting the driver to the engine condition. Once the light illuminates, the oil pressure in the engine is so low that the vehicle can become difficult to operate, particularly at higher speeds.

188. The Defect manifests immediately in the engines, but only becomes apparent to a driver after significant time has passed in part because Ford has deliberately set the oil pressure sensor to warn about a low oil pressure when catastrophic failure is imminent. Similarly, the other symptoms of the Defect which would alert a driver, including noise from the failing oil pump, knocking noises from engine as metal components hit each other without sufficient lubrication, loss of power, stalling, smoke coming from the engine and/or fires, all occur when engine failure is imminent, and the engine is already beyond repair. Moreover, these symptoms cause unsafe conditions, including the sudden loss of forward propulsion or stalling and present a safety hazard because they severely affect the driver's ability to control the car's speed, acceleration, and deceleration.

189. The Defect also results in costly engine replacements. Moreover, Ford specifically drafted the Powertrain warranty for the Class Vehicles knowing that consumers are unlikely to discover the Defect until after the 60,000 miles threshold. As such, Ford is improperly shifting the cost of the Defect onto unsuspecting consumers like Plaintiffs and Class Members, which can cost around $6,000-$10,000 for engine replacement.

190. Owners and lessees further incur considerable out of pocket expense in the form of rental cars, alternate transportation, and towing/roadside assistance when their Class Vehicles break down. Moreover, because a large number of Class Vehicles with the 1.0L EcoBoost engine have suffered from catastrophic engine failure as a result of the Defect, there is a shortage of available engines to be installed as replacements. As such, Class Members including Plaintiffs often have to wait weeks or months for replacement engine.

191. Furthermore, the replacement engines are also subject to the Oil Pump Defect and, Plaintiffs and Class Members who received new engines continue to have vehicles subject to the Defect, which currently are being damaged due to the Defect, and can expect to suffer engine failure again in the future.

192. Ford, through its authorized dealerships and service centers, has failed to remedy the Defect. Until the Defect is fixed by Ford, owners and lessees of Class Vehicles will continue to be at risk of dangerous engine stalling, extensive engine damage, costly engine replacements and the expense and inconvenience of frequent dealership visits. The engine in each of the Class Vehicles is the same 1.0L EcoBoost Engine, and is the same engine as used in previous model years, and critically, have the same oil pumps. Moreover, despite extensive knowledge of the Oil Pump Defect from prior model years, Ford made no changes to the oil pump before manufacturing and marketing the Class Vehicles. Indeed, the Defect was inherent in each Class Vehicle and was present in each Class Vehicle at the time of sale.

193. Ford knew about the Defect present in every Class Vehicle, along with the attendant safety problems, and concealed this information from Plaintiffs and Class Members at the time of sale, lease, repair, and thereafter. In fact, instead of repairing the Class Vehicles, Ford has insisted that the vehicles are working as designed.

194. If Plaintiffs and Class Members had known about the Defect at the time of sale or lease, Plaintiffs and Class Members would not have purchased or leased the Class Vehicles or would have paid less for them.

195. As a result of their reliance on Ford's omissions, owners and/or lessees of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Defect, Plaintiffs and Class Members were harmed and suffered actual damages in that the Class Vehicles are defective, that they overpaid for defective vehicles, and that the Class Vehicles' engines and their use of a defective oil pump increase Class Members' chances of being involved in a collision by overheating, catching fire or catastrophically failing.

## II. Ford Had Superior and Exclusive Knowledge of the Oil Pump Defect

196. Ford became aware of the Defect at least as early as 2011, well before Plaintiffs and Class Members purchased their Class Vehicles. Ford learned of the Defect through sources such as pre-release evaluation and testing including thermal testing; repair data; replacement part sales data; early consumer complaints made to Ford and/or NHTSA, and/or posted on public online vehicle owner forums; testing done in response to those complaints; aggregate data from Ford dealers; as well as through other internal sources unavailable to Plaintiffs prior to discovery.

197. While designing, manufacturing, engineering, and testing Class Vehicles in advance of the vehicles' release, Ford would have gained comprehensive and exclusive knowledge about the 1.0L EcoBoost engines and the oil pumps installed in those Vehicles. Adequate pre-release analysis of the design, engineering, and manufacture of the 1.0L EcoBoost engine in the Class Vehicles would have revealed to Ford that the design and/or manufacture of the oil pump was defective and susceptible to failure as outlined above.

198. Ford is experienced in the design and manufacture of consumer vehicles. As an experienced manufacturer, Ford conducts tests, including pre-sale durability testing, on incoming components, including the engines, to verify the parts are free from defect and align with Ford's specifications.[3] This is especially true of vehicles and engines which feature newly designed or

[3] Akweli Parker, *How Car Testing Works*, HOWSTUFFWORKS.COM, http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm ("The idea behind car testing is that it allows manufactures to work out all the kinks and potential problems of a model before it goes into full production.") (last visited June 6, 2022).

redesigned components, such as the new oil pump with the belt-in-oil design. Ford would have had to test this component extensively to ensure that it meet industry standards for durability.

199. Indeed, Ford worked with FEV, Inc. in developing the 1.0L EcoBoost engine. According to FEV, they "provided support in the area of design and [computer aided design], combustion development, and engine build for 36 engines." Those engines would have been tested extensively to ensure proper operation and necessarily revealed the limitations of the oil pump integrated into the 1.0L EcoBoost engine.[4]

200. Ford touts its extensive pre-production testing, both in the United States at its Michigan and Arizona Proving Grounds, and at testing centers throughout the world, including in the United Arab Emirates, Thailand, China, Australia, and India. Indeed, pre-production thermal testing of vehicles with Ford Total Durability Cycle necessarily revealed the Oil Pump Defect and its associated safety risk. Despite this, Ford manufactured hundreds of thousands of vehicles with this defective oil pump in the 1.0L EcoBoost engine, including the Class Vehicles.

**A. Complaints Reported to NHTSA**

201. Federal law requires automakers like Ford to be in close contact with NHTSA regarding potential auto defects, including imposing a legal requirement, backed by criminal penalties for violation, of confidential disclosure of defects by automakers to NHTSA, including field reports, customer complaints, and warranty data. *See* TREAD Act, Pub. L. No. 106-414, 114 Stat. 1800 (2000).

202. Automakers have a legal obligation to identify and report emerging safety-related defects to NHTSA under the Early Warning Report requirements. *Id*. Similarly, automakers monitor NHTSA databases for consumer complaints regarding their automobiles as part of their ongoing obligation to identify potential defects in their vehicles, including those which are safety-related, such as spontaneous engine fires.

[4] https://www.fev.com/en/media-center/press/press-releases/news-article/article/fev-inc-displays-ford-10l-ecoboost-engine-at-sae-world-congress.html

203. Many Class Vehicle owners and lessees submitted complaints about the Transmission Defect with NHTSA's Office of Defect Investigations ("ODI").

204. From its monitoring of the NHTSA databases, Ford knew or should have known of the many complaints about Transmission Defect logged by NHTSA ODI, and the content, consistency, and large number of those complaints alerted, or should have alerted, Ford that the Defect is widespread in Class Vehicles, and a safety hazard.

205. The following complaints are a sampling of the scores of available complaints through NHTSA's website, www.safercar.gov, which reveal that Ford, through its network of dealers and repair technicians, was made aware of many oil pump failures in Class Vehicles.[5]:

206. The following customer complaints were posted on NHTSA's website regarding the 2018 Ford EcoSport:[6]

- Posted on 8/16/22
  - "The contact owns a 2018 Ford Ecosport. The contact stated while driving 75 MPH, the message "Low Engine Oil Pressure" was displayed. The contact veered to the side of the road. The contact turned off and restarted the vehicle; however, the failure persisted. The contact was able to continue driving at 20 MPH. The vehicle was taken to an independent mechanic where it was diagnosed that the timing belt had failed and damaged the engine. The independent mechanic diagnosed that the engine needed to be replaced. The manufacturer was notified of the failure and referred the contact to the dealer. The dealer informed the contact that the VIN was not under recall. The vehicle was not repaired. The failure mileage was approximately 69,000."
- Posted on 8/7/22
  - "The contact owns a 2018 Ford Ecosport. The contact stated that while driving at 50 MPH, the low engine oil pressure warning message appeared on the instrument panel. The contact managed to pull over and replenished the engine with oil; however, soon after start-up, an abnormal, knocking noise began to emit from the engine as black smoke also emitted from the engine. The vehicle began to lose power as the contact pulled over and shut off the engine. The contact had the vehicle towed to a dealer where it remained in their possession. The vehicle had yet to be

[5] The following complaints are reproduced as they appear online. Any typographical errors are attributable to the original author.

[6] https://www.nhtsa.gov/vehicle/2018/FORD/ECOSPORT/SUV/FWD

repaired. The manufacturer for notified of the failure. The failure mileage was 58,198."

- Posted on7/15/22:
  - I was pulling on to the highway and out the clear random, my oil pressure light came on and I heard a clunk. I pulled over and started it back up and the light still came on. I was going to attempt to drive the 3 miles home and the car gave out. No one can find any reason my vehicle did this. The oil was changed 4 days prior and all of the oil was applied and properly placed. I am looking into legal action. We may have a class action lawsuit. If anyone would like to be a part, contact me, phyllis_neal@yahoo.com. This is not ok or fair. I have been fired from my job, this has negatively impacted my family and it's just inconvenient.
- Posted on 7/9/22
  - "Warning across dashboard stated engine oil pump pressure low then heard grinding noise. Towed to mechanic and found out the oil pump belt was broken and had metal in engine causing engine to fail also messing up turbo. Have to now replace engine with turbo which is costly but still owe on vehicle. Engine is $7000+ and is extremely hard to find plus was told the problem will most likely happen again. If I had been driving when this happened the motor would have locked up causing an accident and could have possibly been fatal per mechanic."
- Posted on 7/2/22
  - "While driving my 2018 ecosport, i got a warning of "low oil pressure". I thought my car was losing oil so I stopped. Checking the oil noticed that had all the oil and there was no leak. Next day took it to Pep Boys, since it was Sunday July 3rd, and told me the diagnostic (PO365 camshaft pos sensor) Ford warranty is of 60,000 miles (i have just under 88,000 on my car). They advised me to take it to my local ford dealership to have a second opinion, since they don't do that type of job. Ford dealer confirmed the same problem, and if so, I would need a new motor because they do not open this type of motor to fix it. I contacted ford customer service to bring the problem to their attention and they told me there was nothing they could do. upon further investigation I have found this is chronic problem with the 1.0 turbo ecoboost engines and found a class action lawsuit (from CSK&D-FORD ECOSPORT ECOBOOST DEFECT -CLASS ACTION INVESTIGATION) started against ford for this specific issue, and they still will not help me cover the costs. I cannot afford to replace the engine and still owe too much on the car to try to trade it in. it has caused a major hardship on my fiancé and I, trying to find a jobs since this car was my UBER only job, while prices of parts and gas are skyrocketing. I have only had this car for 3 years and under 88,000 miles and it is completely undrivable due to the faulty and carless engineering.Started driving home and noticed a significant decrease in power and the engine ceased and died. Had car towed home."

- Posted on 6/6/22
  - Started with the oil pressure engine light coming on and off always told it's a sensor then 2 days it wasn't putting any oil to one of the rocker arms and told by a dealership that it's going to cost me$7500 for a whole new engine when all they did was their diagnostic test.
- Posted on 2/27/22
  - The contact owns a 2018 Ford Ecosport. The contact stated that while driving at an undisclosed speed, the vehicle made abnormal sounds and then lost motive power. The low oil pressure warning light was illuminated. The vehicle was towed to the contact's residence, where an independent mechanic diagnosed the vehicle with oil pump failure. The contact was informed that the oil pump needed to be replaced; however, parts were on backorder. The vehicle was not repaired. The manufacturer was not made aware of the failure. The failure mileage was approximately 85,900.

207. The following customer complaints were posted on NHTSA's website regarding the 2019 Ford Ecosport:[7]

- Posted on 8/16/22
  - "I was driving my car at 35 miles and my car started accelerating and making noise and warning light illuminated and I have to emergency pullover, my 2019 EcoSport have 69,400 miles. Now the Ford dealer said is an TSB on my car and I need to call Ford Company because my extended warranty is expired. The report from dealer said that is an SSM 49918 For loss of engine oil pressure."

➢ Posted on7/23/22:
- "Since I leased this car, I've had three transmission replacements, a full wiring harness replacement, numerous electrical issues with the display, and now can't drive it due to engine low oil pressure. This car is nothing but a nightmare."

➢ Posted on 5/4/22
- "Oil pump belt shredded without warning at 62,000 miles causing complete engine failure while driving in traffic. Multiple warning lights illuminated, but failure was abrupt and immediate. Car was performing normally and then within a matter of seconds I experienced complete loss of power. Vehicle is presently at the Ford garage. Ford representative told us that the belt for the oil pump shredded and caused loss of oil pressure which lead to a complete loss of power."

➢ Posted on 4/9/22
- The contact owns a 2019 Ford Ecosport. The contact stated that while driving at an undisclosed speed, the brakes seized and the vehicle lost motive power. The check engine, battery, and ABS warning lights were illuminated. The contact replaced the battery; however, the failure recurred. The vehicle was not diagnosed nor repaired by an independent mechanic or dealer. The manufacturer was made aware of the failure

[7] https://www.nhtsa.gov/vehicle/2019/FORD/ECOSPORT/SUV/FWD

and advised the contact to file a complaint with NHTSA. The failure mileage was approximately 55,000."

- Posted on 1/8/20
  - I WAS A STOP LIGHT AND THE VEHICLE SUDDENLY SHUT OFF AND WOULD NOT LET ME RESTART IT. AFTER AWHILE AND A FEW WARNING SYSTEMS THE VEHICLE FINALLY TURNED OVER. AFTER THAT THE ENGINE LIGHT CAME ON AND THE VEHICLE STARTED TO RUN A DIAGNOSTICS WHICH I WAS UNABLE TO SEE. AS I BEGIN TO DRIVE AGAIN THE VEHICLE STABILITY CONTROL CUTS OFF AND CAUSES ME TO TEMPORARILY LOSE CONTROL OF THE VEHICLE. AS I'M REGAINING CONTROL OF THE VEHICLE THE TRACTION CONTROL TAKES OVER AGAIN AND HELPS ME OUT. I'M NOT SURE AS TO WHAT HAPPENED TO MY VEHICLE STILL WAITING FOR THE DEALER TO GET BACK TO ME. BUT WHATEVER IT WAS IT WASN'T SAFE AND PUT ME IN A DANGEROUS SPOT DURING RUSH HOUR TRAFFIC

208. The following customer complaints were posted on NHTSA's website regarding the 2020 Ford EcoSport:[8]

- **Posted 4/25/23**
  - While driving my 2020 Ford Ecosport it spontaneously caught fire and exploded on Sunday, May 29th. •I purchased my 2020 Ford Ecosport from Ford or Helfman Ford in Stafford Texas on Monday, May 25th, 2020. I immediately had problems with the vehicle and have taken the vehicle in multiple times for overheating issues and the check engine light coming on. •May 25th, 2020 – overheating and coolant light came on. Vehicle taken to Planet Ford in Dallas May 28, 2020. Vehicle repaired and picked up from Planet Ford on May 29th, 2020. •May 30th, 2020 - check engine light came back on. Vehicle taken back to Planet Ford in Dallas June 2, 2020 and I picked it up. Vehicle repaired and picked and I picked June 5, 2020. •April 2nd, 2021, I took it the vehicle to Helfman Ford for routine maintenance and the continuous check engine light problem. I received the car back the same day with paperwork stating that they could not re-create the problem. •August 4th 2021, I took it back to Helfman Ford, vehicle was running very rough and was extremely loud. On 10/06/2020 the vehicle was returned after extensive repairs were done to exhaust and engine under warranty (see repair invoice). •My check engine light and coolant light continued to come on sporadically producing the same error messages in the Ford app for my car. •On May 7, 2022 My check engine light come back on and I received an error message that I had never seen prior but as soon as I

[8] https://www.nhtsa.gov/vehicle/2020/FORD/ECOSPORT/SUV/FWD

stopped the message went away •On May 17, 2022 I took the car in one final time too Planet Ford Dallas. They replaced the coolant sensor but were not able to replicate the error and I was told since they could not produce the error, •On May 29, 2022 at 2:08 while driving the check engine came on, and I lost all engine power. Smoke started coming from the engine area and within seconds from exiting the vehicle the engine was on fire and the car exploded.

- Posted March 8, 2023
  - Was leaving work and suddenly the oil pressure light came on and the engine started making a terrible noise. I pulled over and had the car towed to the Ford dealership. The dealership inspected it and said that the oil pump belt "shredded" and the sudden loss of oil pressure, along with the debris from the oil pump belt, completely ruined both the motor and the turbo requiring full replacement of both at a cost of $6500. Car was purchased new less than 2 1/2 years before but Ford will not pay for the repairs.
- 12/13/2022
  - Driving on the interstate the low oil pressure light came on no check engine lights or anything . The oil pump is belt driven aka wet belt and the rubber teeth come off stopping up the oil pump and causing it not to work properly . With the rubber pieces going into the motor the rubber melts causing issues with the pistons and engine block. The Ford dealership recommends not replacing just the oil pump because of all the other issues the rubber belt causes because it melts inside the engine . So I am left with no choice but to replace the engine at a cost of 5,000.00. Why there hasn't been a recall is questionable . I am in the process of getting said motor replaced but does that mean every 2 years it will have same issues ?

209. The following customer complaints were posted on NHTSA's website regarding the 2021 Ford EcoSport:[9]

- Posted 2/27/2023
  - The contact owns a 2021 Ford EcoSport. The contact stated that while driving at 55 MPH, the low-pressure oil message appeared on the instrument panel. The contact pulled the vehicle off to the shoulder of the highway and had the vehicle towed to the dealer. Once at the dealer, a diagnostic test was performed and showed that the oil pump and the oil pump belt had malfunctioned, which resulted in engine damage. The manufacturer was notified of the failure. The vehicle was not repaired. The failure mileage was approximately 60,539.

[9] https://www.nhtsa.gov/vehicle/2021/FORD/ECOSPORT/SUV/FWD

210. The following customer complaints were posted on NHTSA's website regarding the 2016 Ford Focus:[10]

- **10/4/2017**
  - Driving on the interstate the low oil pressure light came on no check engine lights or anything . The oil pump is belt driven aka wet belt and the rubber teeth come off stopping up the oil pump and causing it not to work properly . With the rubber pieces going into the motor the rubber melts causing issues with the pistons and engine block. The Ford dealership recommends not replacing just the oil pump because of all the other issues the rubber belt causes because it melts inside the engine . So I am left with no choice but to replace the engine at a cost of 5,000.00. Why there hasn't been a recall is questionable . I am in the process of getting said motor replaced but does that mean every 2 years it will have same issues ?
- 4/24/2017
  - TL* THE CONTACT OWNS A 2016 FORD FOCUS. THE CONTACT STATED THAT THE VEHICLE EXPERIENCED A COMPLETE LOSS OF POWER AND WOULD NOT ACCELERATE WHEN THE ACCELERATOR PEDAL WAS DEPRESSED. ALSO, THE OVERHEATING WARNING INDICATOR ILLUMINATED AND THE VEHICLE ENTERED INTO "LIMP HOME" MODE, WHICH ALLOWED THE USE OF THE VEHICLE BUT NOT OVER 5 MPH. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE VEHICLE EXPERIENCED MULTIPLE ENGINE FAILURES AND THE ENGINE WOULD NEED TO BE REPLACED. THE VEHICLE WAS REPAIRED, BUT THE TRANSMISSION WARNING INDICATOR ILLUMINATED AND THE VEHICLE STILL EXPERIENCED HESITATION. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURES. THE FAILURE MILEAGE WAS 14,000. UPDATED 08/29/17*LJ *CN
- 4/11/2019
  - TL* THE CONTACT OWNS A 2016 FORD FOCUS. THE CONTACT TOOK THE VEHICLE TO SAM GALLOWAY FORD LINCOLN (1800 BOY SCOUT DR, FORT MYERS, FL 33907, (888) 699-0916) DUE TO ENGINE FAILURE. THE DEALER REFUSED TO REPAIR THE VEHICLE BECAUSE IT WAS NINE MILES OVER THE WARRANTY COVERAGE MILEAGE LIMIT. THE DEALER SUGGESTED A COMPLETE REPLACEMENT OF THE ENGINE AT THE CONTACT'S EXPENSE. THE MANUFACTURER WAS NOT CONTACTED. AN INDEPENDENT MECHANIC REPLACED THE ENGINE, WHICH ONLY LASTED ONE WEEK. THE MECHANIC

[10] https://www.nhtsa.gov/vehicle/2016/FORD/FOCUS%252520RS/5%252520HB/AWD

REPLACED THE ENGINE WITH ANOTHER ONE, WHICH LASTED SEVERAL MONTHS BEFORE FAILING AGAIN. THE CONTACT STATED THAT THE VEHICLE WAS CURRENTLY STRANDED IN ANOTHER STATE. THE FAILURE MILEAGE WAS UNKNOWN.

- 10/24/2019
  - AT HIGHWAY SPEED, VEHICLE WENT INTO LIMP MODE RESTRICTING THROTTLE RESPONSE WITH NO DASH INDICATORS. UNABLE TO ACCELERATE. NO CHECK ENGINE LIGHT, NO MESSAGES, ALL GAUGES IN NORMAL RANGE. UNSAFE CONDITION WHEN VEHICLE RESPONDS VERY SLOWLY WITH NO INDICATOR FOR DRIVER. VEHICLE IS THE 1.0 L ECOBOOST WITH 6MT TRANSMISSION.
- 10/12/2019
  - AT HIGHWAY SPEED, VEHICLE WENT INTO LIMP MODE RESTRICTING THROTTLE RESPONSE WITH NO DASH INDICATORS. UNABLE TO ACCELERATE. NO CHECK ENGINE LIGHT, NO MESSAGES, ALL GAUGES IN NORMAL RANGE. UNSAFE CONDITION WHEN VEHICLE RESPONDS VERY SLOWLY WITH NO INDICATOR FOR DRIVER. VEHICLE IS THE 1.0 L ECOBOOST WITH 6MT TRANSMISSION.
- 8/13/2020
  - MY ENGINE HAD RUBBER PIECES IN IT FROM THE BELT INSIDE THE ENGINE EXPLODING - I HAVE AN EXTENDED WARRANTY AND FORD WILL NOT COVER IT DUE TO THE TENSIONER BELT BROKE TOO WHICH IS NOT A COVERED PART
- 7/29/2020
  - ENGINE TROUBLE AT 62,000 MILES - METAL SHAVINGS IN THE OIL
- 10/28/2020
  - WAS DRIVING DOWN THE INTERSTATE AT ROUGHLY 80 MILES PER HOUR WHEN THE CHECK ENGINE LIGHT CAME ON. ENGINE LOST POWER AND WOULD NOT ACCELERATE. ENGINE STARTED MAKING A LOUD NOISE. CAR WILL STILL START BUT IS NOT DRIVABLE AND ENGINE HAS NO OIL PRESSURE AND MECHANIC SAID IT DOWNSHIFTED TO 4TH GEAR AT 83 MPH. CAR HAS BEEN SERVICED REGULARLY AND HAS GIVEN NO INDICATION OF ENGINE PROBLEMS. WAS QUOTED $4500 AT FIRST FORD DEALERSHIP TO REPAIR CAR WITH A USED MOTOR WITH EQUAL MILEAGE. 2ND FORD DEALERSHIP QUOTED $3700 WITH REBUILT MOTOR. HAS BEEN LOOKED OVER BY 2 MECHANICS INCLUDING FORDS AND OTHER THAN READING DIAGNOSTICS NOBODY CAN PROVIDE A REASON THE OIL PRESSURE DROPPED OR WHY THE CAR DOWNSHIFTED INTO 4TH GEAR UPING THE RPM'S CAUSING ENGINE PROBLEMS. THEY SAID THERE IS NO OTHER PROBLEMS WITH THE CAR AT THIS POINT OTHER THAN THE ENGINE. VERY NO SMART TO REPLACE AN

ENGINE WITHOUT KNOWING THE WHAT CAUSED THE INITIAL ONE TO FAIL.

211. The following customer complaints were posted on NHTSA's website regarding the 2017 Ford Focus:[11]

- Posted on 6/20/2019
  - I WAS DRIVING ON THE FREEWAY JUST GETTING OFF ONTO THE OFF RAMP WHEN THE ENGINE LIGHT, OIL LIGHT AND WARNING MESSAGE CAME ON. THE ENGINE LOST COMPRESSION INSTANTLY AND REDUCED SPEED DOWN TO 30 MPH.
- Posted 7/11/2020
  - WHILE COMING DOWN A HILL MY VEHICLE'S ENGINE BEGAN TO BIG DOWN AS IF TO STALL. MY ENGINE OIL LIGHT CAME ON, I PULLED INTO A LOCAL OIL SERVICE STATION TO HAVE THEM CHECK THE OIL, (PREVIOUS SERVICE WAS APPROXIMATELY 1 MONTH PRIOR AND IT HAD ONLY BEEN APPROXIMATELY 1200 MILES SINCE LAST SERVICE). THEY SAID THAT THE OIL WAS FINE BUT I HAD THEM CHANGE THE OIL AGAIN JUST TO BE SURE. THE OIL LIGHT REFUSED TO GO OUT. I THEN HAD THE VEHICLE TOWED TO THE CLOSEST FORD DEALERSHIP BECAUSE THE VEHICLE BECAME UNSAFE AND COULD NOT BE DRIVE ACCORDING TO THE SERVICE STATION. AFTER A WEEK AT THE FORD DEALERSHIP IT WAS DETERMINED THAT THE ENGINE WAS NO LONGER HOLDING OIL PRESSURE AND THAT VARIOUS COMPONENTS INSIDE THE ENGINE HAD NOW STARTED THROWING THE CHECK ENGINE LIGHT. THE DEALERSHIP INFORMANT ME IT WOULD BE APPROXIMATELY $7700 TO REPLACE THE ENGINE, AS THE VEHICLE'S ENGINE IS IN A STATE OF FAILURE. THE VEHICLE HAS BEEN TOWED FROM THE DEALERSHIP AND SITTING IN MY DRIVEWAY AT 71457 MILES... THE DEALERSHIP SAYS THAT BECAUSE THE VEHICLE IS 11450 MILES OUT OF WARRANTY THAT THERE IS NOTHING THEY CAN DO. VEHICLE WAS REGULARLY SERVICED. I HAVE READ VARIOUS OTHER COMPLAINTS ABOUT THIS YEAR MAKE AND MODEL HAVING THE SAME ISSUE WHICH HAS LEAD TO THE VEHICLES BECOMING UNSAFE TO DRIVE AND ULTIMATELY UNABLE TO BE DRIVEN.
- **Posted 6/26/2020**
  - I WAS COMING OFF FREEWAY AND GETTING ONTO ANOTHER FREEWAY WHEN, AS I WAS SPEEDING UP TO MERGE, MY CAR BOGGED DOWN AS IF RUNNING OUT OF GAS. I LOOKED AT THE

[11] https://www.nhtsa.gov/vehicle/2017/FORD/FOCUS/5%252520HB/FWD

DASH AND SAW MY OIL LIGHT HAD COME ON. SO I PULLED OVER TO AN EXIT WITHIN 30 YDS. AND PULLED ONTO A STREET ABOUT ANOTHER 30 YDS. AWAY. I SHUT OFF THE CAR AND LET IT SIT A FEW MINUTES THEN CHECKED OIL. WHEN I DID, THE OIL SHOWED FULL. I THEN CALLED THE FORD DEALER I TAKE MY CAR TO FOR OIL CHANGES AND SPOKE WITH A SERVICE GUY AND TOLD HIM WHAT HAPPENED. HE WAS PUZZLED AND ASKED A FEW QUESTIONS AND THEN WE TRIED TO RESET THE OIL LIGHT. AFTER DOING THE RESET THE OIL LIGHT CAME BACK ON. I TRIED STARTING THE CAR AND IT STARTED FINE. NO ABNORMAL SOUNDS COMING FROM THE ENGINE AND IT IDLED FINE. I DECIDED TO TRY THE FREEWAY AGAIN TO SEE IF THE OIL LIGHT WAS A FLUKE. THE NEXT EXIT WAS ONLY A HALF MILE AWAY SO I COULD EASILY GET OFF FREEWAY IF NECESSARY. AGAIN, THE FREEWAY WAS ONLY ABOUT 30 YDS AWAY SO WHEN I STARTED TO MERGE ONTO THE FREEWAY THE SAME THING HAPPENED. THE CAR ACCELERATED SLOWLY AND THEN BOGGED DOWN AND THE DASH FLASHED THE ENGINE NEEDED ATTENTION OR SOMETHING LIKE THAT. AGAIN I GOT OFF AT THE NEXT EXIT, WHICH WAS RIGHT THERE WHEN IT HAPPENED. I HAD THE CAR TOWED TO THE FORD DEALER NEAR WHERE I LIVE. SERVICE WAS CLOSED BUT SOME SALES PEOPLE WERE STILL THERE AND THEY TOLD US WHERE TO PUT THE CAR. THEY DIDN'T LOOK AT THE CAR UNTIL MONDAY AND EVEN THEN THEY DIDN'T REALLY OPEN THE CAR UP AND LOOK AT IT. THE TECHNICIAN SAID PROBABLY THE TIMING/OIL PUMP BELT BROKE OR SHREDDED AND CLOGGED UP THE OIL PUMP. TO OPEN UP THE ENGINE WOULD COST $800 TO FIND OUT THE ACTUAL PROBLEM AND IF THE TECH WAS RIGHT THE ENGINE WOULD HAVE TO BE REPLACED COSTING $7400. ALL THIS BECAUSE OF A FAULTY BELT DESIGNED TO LAST 125,000-150,000 MILES. LUCKILY I WASN'T DRIVING 65MPH IN THE MIDDLE OF THE FREEWAY AND BREAKING DOWN AND GETTING SLAMMED. *TR

- **Posted 6/24/2020**
  - TL* THE CONTACT OWNS A 2017 FORD FOCUS. THE CONTACT STATED THAT WHILE DRIVING AT 45 MPH, THE OIL LEVEL WARNING LIGHT FLASHED ON THE INSTRUMENT PANEL. THE CONTACT PULLED THE VEHICLE OVER AND INSPECTED THE VEHICLE BUT FOUND NO ISSUES WITH THE VEHICLE. THE CONTACT CALLED PERRY FORD OF POWAY (12740 POWAY RD, POWAY, CA 92064, (858) 748-1400) AND SPOKE WITH A REPRESENTATIVE WHO ATTEMPTED

TO ASSIST WITH THE WARNING LIGHT FAILURE. THE CONTACT WAS UNABLE TO RESET THE WARNING LIGHT AND ATTEMPTED TO RESUME NORMAL DRIVING HOWEVER, THE FAILURE RECURRED. THE VEHICLE WAS TOWED TO THE SAME DEALER BUT WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND THE CONTACT WAS INFORMED THAT THE VEHICLE WAS OUT OF WARRANTY. NO FURTHER ASSISTANCE WAS PROVIDED. THE FAILURE MILEAGE WAS 68,000.*DT MECHANIC TOLD THE CONSUMER THERE WERE ISSSUES WITH TIMING/OIL PUMP BELT (LOCATED INSIDE THE ENGINE) BROKE/SHRED. OIL PRESSURE DROPPED AND PIECES OF BELT CLOGGED OIL PUMP AND ALSO CIRCULATED THROUGH THE ENGINE. ENGINE NEEDS REPLACEMENT. ESTIMATED COST: $7100. *JB

- 11/2/2020
  - ENGINE LOCKED UP WHILE DRIVING AND SHUT DOWN

**B. Customer Complaints on Online Forums**

212. Consumers similarly complained about the Defect in Class Vehicles on various online forums. Consumers have also posted extensively on websites dedicated to discussion of Ford vehicles, regarding the Oil Pump Defect in vehicles equipped with the 1.0L EcoBoost engine. In fact, Ford has made the monitoring of consumer complaints as posted on third-party websites a part of its corporate strategy for brand managed since at least 2012.[12]

213. The following complaints are a sampling of the many complaints on third-party consumer websites, which Ford would have seen as part of its online brand management:

214. For example, the following customer complaints were posted on Twitter regarding the Ford EcoSport

- Posted on 9/28/22
  - "@Ford We have a **2018 Ford EcoSport** and it needs a new engine block and turbo. This is the diagnosis by the Ford Dealership mechanic. Our car has been in the

[12] Read, Richard, "Taking your car complaint online? Chrysler, GM, and Ford will see it.", *Christian Science Monitor*, Aug. 21, 2012 (available at https://www.csmonitor.com/Business/In-Gear/2012/0827/Taking-your-car-complaint-online-Chrysler-GM-and-Ford-will-see-it. (last visited June 17, 2022)

dealership for 3 weeks! We are into our 3rd week of car rental and have not received any help from Ford CS. HELP!"[13]"

- Posted on 4/2/22
  - "@Ford This company is disgraceful and treats customers downright dirty. Purchased a new ford Ecosport in 2019, engine blew up because of A DEFECT KNOWN By FORD!! Purchased from a certified dealer that won't even make an offer to purchase it back because they know it's a lemon."[14]

215. The following customer complaint was posted on Twitter regarding the 2017 Ford Focus:

- Posted by @cmoTejada, on 6/30/18[15]
  - "Been having such a hard @Ford customer service. Our brand new 2017 Ford Focus' engine died only 13 months of us having it and barely 10k in the odo. We've called our case handler 10 times and still no answer! Just left in the dark."

216. The following customer complaint was posted on Ford Owner's Club regarding the 2019 Ford Focus:

- Posted by John@Ford, on 6/14/19[16]
  "I just bought (a week ago) the new Ford Focus with 1.5 ecoboost engine, 150 hp. After one week of driving, I got the error ENGINE oil PRESSURE LOW. I drove the vehicle to the service and now I am waiting for the replacement of the engine."

217. Additionally, Ford should have learned of this widespread defect from the many reports received from dealerships and from customer complaints directly to Ford, as those reported by Plaintiffs. Ford's customer relations and technical service departments collect and analyze field data including, but not limited to, repair requests made at dealerships, technical reports prepared by engineers who have reviewed vehicles for which warranty coverage is being requested, parts sales reports, and warranty claims data. Discovery will also show that Ford received tens of thousands of complaints about the 1.0L Engine, including about coolant issues, fuel pump issues, as well as the oil pump issues. The testing Ford would have done in response to these many complaints would have also confirmed the Oil Pump Defect.

[13] https://twitter.com/KenShannon16/status/1575267282577653760 (last visited Nov. 3, 2022).
[14] https://twitter.com/jakethejackrat/status/1510375772191608838 (last visited Nov. 3, 2022).
[15] https://twitter.com/CmoTejada/status/1013104477283504132 (last visited Apr. 26, 2023).
[16] https://www.fordownersclub.com/forums/topic/108790-engine-oil-pressure-low/ (last visited Apr. 26, 2023).

218. Defendant's warranty department similarly analyzes and collects data submitted by its dealerships in order to identify trends in its vehicles. It is Defendant's policy that when a repair is made under warranty the dealership must provide Ford with detailed documentation of the problem and the fix employed to correct it. Dealerships have an incentive to provide detailed information to Ford, because they will not be reimbursed for any repairs unless the justification is sufficiently detailed.

219. Ford service centers, independent repair shops, and consumers doing repairs themselves use Ford replacement parts that they order directly from Ford. Thus, Ford would have detailed and accurate data regarding the number and frequency of replacement part orders, information which is also exclusively within Ford's control and unavailable to Plaintiffs without discovery. The ongoing high sales of replacement engine and engine components such as clutches and seals, was certainly known to Ford, and should have alerted Ford that its 1.0L EcoBoost engines were suffering from an oil pump defect, causing engine failure, loss of engine power, and stalling.

220. The existence of the Defect is a material fact that a reasonable consumer would consider when deciding whether to purchase or lease a Class Vehicle. Had Plaintiffs and other Class Members known of the Defect, they would have paid less for the Class Vehicles or would not have purchased or leased them.

221. Irrespective of all the aggregate information, both internal and external, that clearly provided Ford with knowledge that the oil pump is dangerously defective, Ford has never disclosed to owners or prospective purchasers that there is a safety defect in the Class Vehicles. In fact, Ford intentionally and actively concealed the existence of a safety defect in the Class Vehicles.

222. Reasonable consumers, like Plaintiffs, reasonably expect that a vehicle's engine is safe, will function in a manner that will not pose a safety hazard, and is free from material defects which affect the engine's ability to deliver motive power. Plaintiffs and Class Members further reasonably expect that Ford will not sell or lease vehicles with known safety defects, such as the

Defect, and will disclose any such defects to its consumers when it learns of them. They did not expect Ford to fail to disclose the Defect to them and to continually deny the defect existed.

### C. Technical Service Bulletins and Other Ford Communications

223. Beginning in 2019, Ford began issuing multiple TSBs to address the defects in their in the oil pump in 1.0 EcoBoost Engines. However, Ford never communicated the TSBs, or the information they contained, directly to the Class or any prospective buyers.

224. Ford issued several Technical Service Bulletins ("TSBs") or Special Service Messages ("SSM") to its dealers in the United States acknowledging defects in the oil in EcoBoost 1.0L engines — the same or substantially similar engine as that equipped in the Class Vehicles. On July 22, 2019, Ford issued manufacturer communication SSM 48093. This communication warns that 2018-2019 Ford EcoSport vehicles with the 1.0 EcoBoost engine "may exhibit a loss of engine oil pressure with an illuminated oil pressure warning lamp. This may be due to a broken/failed engine oil pump belt tensioner which leads to a loss of engine oil pressure. Due to the nature of this failure, an engine replacement may be required." The communication further stated the issue was confined to vehicles built before April 3, 2019. Ford then reissued this on September 23, 2020 in another communication to dealers, SSM 49200.

225. On April 8, 2021, Ford issued SSM 49726. This bulletin expanded the vehicles affected by the oil pump defect to some 2016-2018 Ford Focus and 2018-2019 Ford EcoSports with the 1.0L EcoBoost engine built before July 3, 2019. Ford described the vehicles "may exhibit an illuminated oil pressure warning lamp with a loss of engine oil pressure. This may be due to a failed engine oil pump belt tensioner which leads to a loss of engine oil pressure. If engine oil pressure at idle is below 10 psi and/or metal contamination is present in the engine oil, no further diagnostics should be performed." Ford directed dealerships to "[r]eplace the engine assembly to correct this condition."

226. Ford re-issued this bulletin on June 2, 2021, adding instructions that dealerships should refer Section 303-00 in the Workshop Manual for the appropriate oil pressure test

procedure. Ford also now specified that dealerships should "[r]eplace the engine assembly with a long block option 6006 to correct this condition."

227. On June 30, 2021, Ford issued a new bulletin to its dealership, SSM 49918. This time, dealerships were directed to "[r]eplace the engine assembly with a long block option 6006 and the turbocharger."

228. Although these manufacturer communications purport to apply only to vehicles built before July 2019, consumers report identical problems in vehicles built after that date and in in subsequent model years.

229. Notably, while these manufacturer communications show Ford has been aware of and actively studying the Defect for years, none of them suggest warning current or prospective customers, preemptively repairing Class Vehicles, or covering the cost of engine replacements.

## III. Ford Has Actively Concealed the Oil Pump Defect

230. Despite its knowledge of the Defect, in the Class Vehicles, Ford actively concealed the existence and nature of the defect from Plaintiffs and Class Members. Specifically, Ford failed to disclose or actively concealed at and after the time of purchase, lease, or repair:

a. any and all known material defects or material nonconformity of the Class Vehicles, including the defects pertaining to the oil pump and the engine;

b. that the Class Vehicles, including their engines, were not in good working order, were defective, and were not fit for their intended purposes; and

c. that the Class Vehicles and their engines, specifically the oil pumps within the engines, were defective, despite the fact that Ford learned of such defects as early as 2011.

231. As discussed above, Ford monitors its customers' discussions on online forums, and actively concealed the defect by denying the existence of a defect, and blaming the class members and a purported lack of maintenance for the problems.

232. In particularly, despite knowing of the existence of the Defect, Ford has refused to inform potential or recent buyers that the oil pumps in their engines have a high probability of failure, usually becoming apparent to consumers after the expiration of the time and/or mileage limits of the Ford Powertrain Warranty. If Ford had been truthful with prospective customers about the existence of the Oil Pump Defect, customers could have made choices that were in their own best interest including: 1) not purchasing the vehicle; 2) purchasing the vehicle for less; or 3) purchasing an extended warranty. However, consumers were unable to make rational choices because Ford suppressed the information about Defect.

233. When consumers present their Class Vehicles to an authorized Ford dealer for diagnosis and repair, Ford refuses to honor the warranty, relying on the fact that the Defect usually becomes apparent to drivers only after the expiration of the Powertrain Warranty via limits Ford decided itself were applicable.

234. Even to the extent that Ford has acknowledged the existence of the Defect, via bulletins and direct communications with its dealerships, it did not send those communications to owners of the vehicles. Moreover, even those communications took pains to minimize the extent of the Defect, trying to artificially limit the number of vehicles in which the Defect existed.

235. Accordingly, despite Ford's knowledge of the Transmission Defect, Ford has caused Class Members to expend money at its dealerships to diagnose, repair, or replace the Class Vehicles' Transmissions and components, once the time limitations have run on the bumper-to-bumper warranty.

## IV. Ford Unjustly Retained Substantial Benefits

236. Ford unlawfully failed to disclose the Defect to induce them and other putative Class Members to purchase or lease the Class Vehicles.

237. Plaintiffs further allege that Ford thus engaged in deceptive acts or practices pertaining to all transactions involving the Class Vehicles.

238. Specifically, Plaintiffs purchased their vehicles and/or parts needed to attempt repairs to their vehicles from Ford authorized dealerships. Those dealerships purchased those vehicles and/or components from Ford.

239. As discussed above therefore, Plaintiffs allege that Ford unlawfully induced them to purchase their respective Class Vehicles and/or components for their Class Vehicles by concealing and/or omitting a material fact (the Oil Pump Defect) and that Plaintiffs would have paid less for the Class Vehicles, or not purchased them at all, had they known of the Oil Pump Defect.

240. Moreover, because Plaintiffs are likely to need further replacements of the engines in the future, they will be forced to purchase more defective components from Defendant absent some relief which forces the Defendant to correct the defective components.

241. Accordingly, Ford's ill-gotten gains, benefits accrued in the form of increased sales and profits resulting from the material concealment and omissions that did - and likely will continue to - deceive consumers, should be disgorged.

## V. The Agency Relationship Between Ford and its Network of Authorized Dealerships

242. Defendant enters into agreements with its nationwide network of authorized dealerships to fulfill Defendant's obligations under the warranties it provides directly to consumers as well as to provide repairs under recalls. These agreements require a dealership to follow the rules and policies of Ford in all aspects of diagnosing, repairing, maintaining, and servicing Ford vehicles, as well as selling only Ford-approved parts for the vehicles, for reimbursement by Ford.

243. Because Plaintiffs and members of the Class are third-party beneficiaries of the manufacturer-dealership agreements which create the implied warranty, they may avail themselves of the implied warranty and allow consumers to seek warranty and recall services locally. This is true because third-party beneficiaries to contracts between other parties that create an implied warranty of merchantability may avail themselves of the implied warranty. *See In re Toyota Motor*

*Corp. Unintended Acceleration Mktg., Sales Practices, & Prod. Liab. Litig.*, 754 F. Supp. 2d 1145, 1185 (C.D. Cal. 2010).

244. Further, Plaintiffs and each of the members of the Class are the intended beneficiaries of Defendant's express and implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles, and they have no rights under the warranty agreements provided by Defendant. Defendant's warranties were designed for and intended to benefit the consumers only. The consumers are the true intended beneficiaries of Defendant's express and implied warranties, and the consumers may therefore avail themselves of those warranties.

245. Defendant issued the express warranties to the Plaintiffs and the Class members. Defendant also developed and disseminated the owner's manual and warranty booklets, advertisements, and other promotional materials relating to the Class Vehicles. Defendant also is responsible for the content of the Moroney Stickers on Defendant-branded vehicles.

246. In repairing Ford-branded vehicles, Defendant acts through numerous authorized dealers who act, and represent themselves to the public, as exclusive Defendant representatives and agents. That the dealers act as Defendant's agents is demonstrated by the following facts:

247. The authorized Ford dealerships complete all service and repair according to Defendant's instructions, which Defendant issues to its authorized dealerships through service manuals, technical service bulletins ("TSBs"), and other documents, often only accessible via Defendant's proprietary systems and tools, including the Ford diagnostic scan tool referenced on many TSBs such as the Ford Integrated Diagnostic System and Ford J2534 Diagnostic Software;

a. Consumers are able to receive services under Defendant's issued New Vehicle Limited Warranty only at Defendant's authorized dealerships, and they are able to receive these services because of the agreements between Defendant and the authorized dealers. These agreements provide Defendant with a significant amount of control over the actions of the authorized dealerships;

b. The warranties provided by Defendant for the defective vehicles direct consumers to take their vehicles to authorized dealerships for repairs or services;

c. Defendant controls the way in which its authorized dealers can respond to complaints and inquiries concerning defective vehicles, and the dealerships are able to perform repairs under warranty only with Defendant's authorization;

d. Defendant has entered into agreements and understandings with its authorized dealers pursuant to which it authorizes and exercises substantial control over the operations of its dealers and the dealers' interaction with the public;

e. Defendant implemented its express and implied warranties as they relate to the defects alleged herein by instructing authorized Defendant dealerships to address complaints of the Transmission Defect by prescribing and implementing the relevant TSBs cited herein; and

f. Ford's authorized dealerships are able to bind Ford into the terms of the express warranties by selling vehicles to the public, by reviewing the quality of used Ford vehicles and certifying their worthiness to receive Ford's Certified Pre-Owned Warranties.

248. Indeed, Ford's warranty booklets make it abundantly clear that Ford's authorized dealerships are Ford's agents so that consumers may receive repairs from Ford under the warranties it provides directly to consumers such as Plaintiffs. The booklets, which are plainly written for the consumers, not the dealerships, tell the consumers repeatedly to seek repairs and assistance at its "your selling dealer." For example, the booklets state, that "[w]hen you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs." The booklets further

state that "[y]our Ford or Lincoln dealership, or Ford or Lincoln Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts."

249. The booklets further state that "[d]uring the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements – not originally included in your Owner's Manual – intended to increase your overall satisfaction with your vehicle." As such, authorized dealerships are not only Ford's agents to perform Ford's promised services under the warranties provided by Ford directly to the consumer, and are Ford's agents to provide "improvements" to Plaintiffs' and Class members' vehicles at Ford's direction.

## TOLLING OF STATUTES OF LIMITATIONS

250. Any applicable statute of limitations has been tolled by Defendant's knowing and active concealment of the Transmission Defect and misrepresentations and omissions alleged herein. Through no fault or lack of diligence, Plaintiffs and members of the Class were deceived regarding the Class Vehicles and could not reasonably discover the Defect or Defendant's deception with respect to the Defect. Defendant and its agents continue to deny the existence and extent of the Defect, even when questioned by Plaintiffs and members of the Class.

251. Plaintiffs and members of the Class did not discover and did not know of any facts that would have caused a reasonable person to suspect that the Defendant was concealing a defect and/or the Class Vehicles contained the Transmission Defect and the corresponding safety risk. As alleged herein, the existence of the Transmission Defect was material to Plaintiffs and members of the Class at all relevant times. Within the time period of any applicable statutes of limitations, Plaintiffs and members of the Class could not have discovered through the exercise of reasonable diligence the existence of the Defect or that the Defendant was concealing the Defect.

252. At all times, Defendant is and was under a continuous duty to disclose to Plaintiffs and members of the Class the true standard, quality, and grade of the Class Vehicles and to disclose the Transmission Defect and corresponding safety risk due to their exclusive and superior knowledge of the existence and extent of the Transmission Defect in Class Vehicles.

253. Defendant knowingly, actively, and affirmatively concealed the facts alleged herein. Plaintiffs and members of the Class reasonably relied on Defendant's knowing, active, and affirmative concealment.

254. For these reasons, all applicable statutes of limitation have been tolled based on the discovery rule and Defendant's fraudulent concealment, and Defendant is estopped from relying on any statutes of limitations in defense of this action.

## CLASS ACTION ALLEGATIONS

255. This action is brought and may be maintained as a class action, pursuant to Rule 23(a), (b)(2), (b)(3), and/or (c)(4) of the Federal Rule of Civil Procedure.

256. The Nationwide Class is defined as follows:

> **Class**: All persons in the United States who bought or leased, other than for resale, any Ford Focus or Ecosport vehicle equipped with a 1.0L EcoBoost engine model year 2016 or later ("Class Vehicles").

257. In addition, or in the alternative, State Subclasses are defined as follows:

> **California Subclass**
>
> All individuals who purchased or leased, other than for resale, any Class Vehicle in the State of California.
>
> **Florida Subclass**
>
> All individuals who purchased or leased, other than for resale, any Class Vehicle in the State of Florida.
>
> **Michigan Subclass**
>
> All individuals who purchased or leased, other than for resale, any Class Vehicle in the State of Michigan.
>
> **Pennsylvania Subclass**
>
> All individuals who purchased or leased, other than for resale, any Class Vehicle in the Commonwealth of Pennsylvania.
>
> **Texas Subclass**

All individuals who purchased or leased, other than for resale, any Class Vehicle in the State of Texas.

258. Excluded from the Class are Ford, its affiliates, employees, officers and directors; persons or entities that purchased the Class Vehicles for resale; and the Judge(s) assigned to this case. Plaintiff reserves the right to modify, change, or expand the class definitions in light of discovery and/or further investigation.

259. **Numerosity**: The Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class is unknown at this time, as such information is in the sole possession of Ford and is obtainable by Plaintiffs only through the discovery process, Plaintiffs believe, and on that basis alleges, that at least thousands of Class Vehicles have been sold and leased nationwide and in each of the states where Plaintiffs reside. Members of the Class can be readily identified and notified based upon, *inter alia*, the records (including databases, e-mails, and dealership records and files) maintained by Ford in connection with its sales and leases of Class Vehicles.

260. **Existence and Predominance of Common Questions of Fact and Law**: Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to:

a. whether Ford engaged in the conduct alleged herein;

b. whether Class Vehicles are defective;

c. whether Ford placed Class Vehicles into the stream of commerce in the United States with knowledge of the Defect;

d. whether Ford knew or should have known of the Defect, and if so, for how long;

e. when Ford became aware of the Defect in the Class Vehicles;

f. whether Ford knowingly failed to disclose the existence and cause of the Defect in the Class Vehicles;

g. whether Ford's conduct alleged herein violates consumer protection laws, warranty laws, and other laws as asserted herein;

h. whether Plaintiffs and Class Members overpaid for their Class Vehicles as a result of the Defect;

i. whether Plaintiffs and Class Members have suffered an ascertainable loss as a result of their loss of their Class Vehicles' features and functionality;

j. whether Plaintiffs and Class Members are entitled to damages, including punitive damages, as a result of Ford's conduct alleged herein, and if so, the amount or proper measure of those damages; and

k. whether Plaintiffs and Class Members are entitled to equitable relief, including but not limited to restitution and/or injunctive relief.

261. **Typicality**: Plaintiffs' claims are typical of the claims of the Class because each Plaintiff purchased or leased a Class Vehicle containing the Defect, as did each member of the Class. Plaintiffs and Class Members were economically injured in the same manner by Ford's uniform course of conduct alleged herein. Plaintiffs and Class Members have the same or similar claims against Ford relating to the conduct alleged herein, and the same conduct on the part of Ford gives rise to all the claims for relief.

262. **Adequacy**: Plaintiffs are adequate representatives of the Class, whose interests do not conflict with those of any other Class Member. Plaintiffs have retained counsel competent and experienced in complex class action litigation—including consumer fraud and automobile defect class actions—who intend to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

263. **Superiority**: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiffs and members of the Class. The injury suffered by each individual Class Member is relatively small in comparison to the burden and expense of individual prosecution of these claims, including from the need for expert witness testimony on the technical and economic aspects of the case. Individualized litigation also would risk

inconsistent or contradictory judgments and increase the delay and expense to all parties and the courts. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

264. **Injunctive Relief**: Ford has acted, and refuses to act, on grounds generally applicable to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

## CLAIMS FOR RELIEF

### COUNT I

**Violations of the California Consumers Legal Remedies Act ("CLRA")**
**Cal. Civ. Code §§ 1750–1785**
**Plaintiff Maldonado Individually and on Behalf of the California Subclass Who Purchased or Leased a Class Vehicle for Personal Use**

265. Plaintiff [redacted] incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

266. Plaintiff [redacted] brings this claim individually and on behalf of the California Subclass members who purchased a vehicle for personal, family, or household use.

267. Plaintiffs [redacted] and the members of the California Subclass are "consumers" as defined under the CLRA. *See* Cal. Civ. Code § 1761(d).

268. Ford is a "person" as defined under the CLRA. *See* Cal. Civ. Code § 1761(c).

269. Class Vehicles are "goods" as defined under the CLRA. *See* Cal. Civ. Code § 1761(a).

270. The CLRA proscribes "unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer." Cal. Civ. Code § 1770(a).

271. Ford engaged in unfair and deceptive acts in violation of the CLRA by the practices described above and by knowingly and intentionally concealing from Plaintiff and the California Subclass members that the Class Vehicles suffer from the Oil Pump Defect (and the costs, risks,

and diminished value of the Class Vehicles as a result of this Defect). Ford's conduct violated at least the following enumerated CLRA provisions:

a. Ford represented that the Class Vehicles have characteristics, uses, or benefits that they do not have, which is in violation of section 1770(a)(5);

b. Ford represented that the Class Vehicles are of a particular standard, quality, or grade when, in fact, they are not, which is in violation of section 1770(a)(7);

c. Ford advertises its Class Vehicles with the intent not to sell them as advertised, which is in violation of section 1770(a)(9);

d. Ford represents that its Class Vehicles have been supplied in accordance with a previous representation when they have not, which is in violation of section 1770(a)(16); and

e. Ford inserts an unconscionable provision into its warranty in violation of section 1770(a)(19).

272. Ford's unfair or deceptive acts or practices occurred repeatedly in its trade or business, were capable of deceiving a substantial portion of the purchasing public, and created a serious safety hazard for the public.

273. Ford knew, should have known, or was reckless in not knowing that the Class Vehicles were defective, posed a safety hazard, would fail prematurely, and were not suitable for their intended use.

274. Ford was under a duty to Plaintiff and the California Subclass members to disclose the defective nature of the Class Vehicles and the Defect because:

a. Ford knew of but actively concealed the Defect from Plaintiff and the California Subclass;

b. Ford was in a superior and exclusive position to know the true facts about the Defect, which poses serious safety hazards and affects the central functionality of the vehicle, and Plaintiff and the Subclass members could

not reasonably have been expected to discover that the Class Vehicles contained the Defect until it manifested, which Ford knew; and

c. Ford made partial representations regarding the reliability, safety, and quality but suppressed facts regarding the Defect.

275. The facts that Ford misrepresented to and concealed from Plaintiff and the other California Subclass members are material because a reasonable consumer would have considered them to be important in deciding whether to purchase their Class Vehicles or pay a lesser price for them.

276. The Defect poses a serious safety defect and affects the central functionality of a vehicle because it renders the vehicle inoperable.

277. In failing to disclose the material Defect, Ford has knowingly and intentionally concealed material facts in breach of its duty to disclose.

278. Plaintiff [redacted] and the California Subclass have suffered injury in fact and actual damages resulting from Ford's material misrepresentations and omissions, including by paying an inflated purchase price for their Class Vehicles and incurring additional out-of-pocket expenses to deal with the Defect. Had Plaintiff [redacted] and the Subclass known about the defective nature of the Class Vehicles and the Defect, they would not have purchased or leased their Class Vehicles or would have paid less in doing so.

279. As a direct and proximate result of Ford's unfair and deceptive conduct, therefore, Plaintiff and the California Subclass members have been harmed.

280. Pursuant to Cal. Civ. Code § 1782(a), on June 6, 2022, Plaintiff [redacted] sent a demand letter to Ford notifying it of its CLRA violations and providing it with an opportunity to correct its business practices. If Ford does not correct its business practices, Plaintiff [redacted] will amend (or seek leave to amend) the complaint to add claims for monetary relief, including for actual, restitutionary, and punitive damages under the CLRA.

281. Pursuant to Cal. Civ. Code § 1780(a), Plaintiff [redacted] individually and on behalf of the California Subclass, seeks injunctive relief for Ford's violation of the CLRA.

282. Additionally, pursuant to Cal. Civ. Code §§ 1780 and 1781, Plaintiff [redacted] individually and on behalf of the California Subclass, seek compensatory and punitive damages under the CLRA and to recover attorneys' fees and costs.

283. Plaintiff's CLRA venue declaration is attached as Exhibit A to this complaint in accordance with Cal. Civ. Code § 1780(d).

**COUNT II**

**Violations of the California Unfair Competitions Law ("UCL")**
**Cal. Bus. & Prof. Code §§ 17200–17210**
**Plaintiff [redacted] Individually and on Behalf of the California Subclass**

284. Plaintiff [redacted] incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

285. Plaintiff [redacted] brings this claim individually and on behalf of the California Subclass.

286. The UCL proscribes acts of unfair competition, including "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200. Ford's conduct violates each of these prohibitions.

**Unlawful Conduct**

287. Ford's conduct is unlawful, in violation of the UCL, because, as set forth herein, it violates the Song–Beverly Consumer Warranty Act, the MMWA, and the CLRA.

**Unfair Conduct**

288. Ford's conduct is unfair because it violated California public policy, legislatively declared in the Song–Beverly Consumer Warranty Act, which requires a manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes. The Defect renders the Class Vehicles unsafe, unreliable, and inoperable.

289. Ford acted in an immoral, unethical, oppressive, and unscrupulous manner, in at least the following respects:

a. Knowingly selling Plaintiff [redacted] and California Subclass members Class Vehicles with the Defect;

b. Directing and furnishing replacement parts it knew would not adequately remedy the defect, and repairing defective parts with more defective parts and otherwise failing to adequately remedy the Defect during the warranty period;

c. Refusing to repair or replace the Class Vehicles when the known Defect manifested outside the warranty period;

d. Failing to exercise adequate quality control and due diligence over the Class Vehicles before placing them on the market; and

e. Failing to acknowledge the scope and severity of the Defect, which poses serious safety concerns, refusing to acknowledge the Class Vehicles are defective, and failing to provide adequate relief.

290. The gravity of the harm resulting from Ford's unfair conduct outweighs any potential utility of the conduct. The practice of selling defective Class Vehicles without providing an adequate remedy to cure the Defect harms the public at large and is part of a common and uniform course of wrongful conduct.

291. There are reasonably available alternatives that would further Ford's business interests of increasing sales and preventing false warranty claims. For example, Ford could have: (a) acknowledged the Defect and provided a permanent, effective fix for the Defect; and/or (b) disclosed the Defect prior to prospective consumers' purchases.

292. The harm from Ford's unfair conduct was not reasonably avoidable by consumers. The Class Vehicles all suffer from the latent Defect, and Ford has failed to disclose it. Plaintiff and California Subclass members did not know of, and had no reasonable means of discovering, the Defect.

**Fraudulent Conduct**

293. Ford's conduct is fraudulent in violation of the UCL. Ford's fraudulent acts include knowingly and intentionally concealing from Plaintiff and the California Subclass members the existence of the Defect and falsely marketing and misrepresenting the Class Vehicles as being functional, reliable and safe.

294. Ford's misrepresentations and omissions alleged herein caused Plaintiff and the California Subclass members to purchase or lease their Class Vehicles or pay more than they would have had Ford disclosed the Defect.

295. At all relevant times, Ford had a duty to disclose the Defect because it had superior and exclusive knowledge of the Defect, which affects the central functionality of the vehicle and creates a safety risk for drivers and passengers, and because Ford made partial representations about the reliability, quality, and safety of the Class Vehicles but failed to fully disclose the Defect.

296. Accordingly, Plaintiff [redacted] and California Subclass members have suffered injury in fact, including lost money or property, as a result of Ford's unlawful, unfair, and fraudulent acts. Absent these acts, Plaintiff [redacted] and California Subclass members would not have purchased or lease their Class Vehicles at the prices they paid or would not have purchased or leased them at all.

297. Plaintiff [redacted] seeks [redacted] relief under the UCL, including such orders as may be necessary: (a) to enjoin Ford from continuing its unlawful, unfair, and fraudulent acts or practices, and (b) to restore Plaintiff and California Subclass members any money Ford acquired by its unfair competition, including restitution. Plaintiff also seeks reasonable attorneys' fees and expenses under applicable law.

**COUNT III**

**Violations of Song–Beverly Consumer Warranty Act**
**For Breach of Express Warranty**
**Cal. Civ. Code §§ [redacted]**
**[redacted], Individually and on Behalf of the California Subclass**

298. Plaintiff [redacted] incorporates by reference each preceding and succeeding

paragraph as though fully set forth herein.

299. Plaintiff [redacted] brings this claim individually and on behalf of the California Subclass who purchased or leased a Class Vehicle for Personal, Family or Household Purposes.

300. Plaintiff [redacted] and the California Subclass members who purchased or leased the Class Vehicles are "buyers" within the meaning of Cal. Civ. Code. § 1791(b).

301. The Class Vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

302. Defendant is a "manufacturer" of the Class Vehicles within the meaning of Cal. Civ. Code § 1791(j).

303. Defendant made express warranties to Plaintiff [redacted] and the California Subclass members within the meaning of Cal. Civ. Code §§ 1791.2 & 1793.2(d).

304. Defendant breached these express warranties by selling and leasing defective Class Vehicles that required repair or replacement within the applicable warranty period and failing to adequately repair the alleged Defect.

305. Defendant has failed to promptly replace or buy back the vehicles of Plaintiff and the proposed California Subclass members as required under Cal. Civ. Code § 1793.2(d)(2).

306. As a direct and proximate result of Defendant's breach of its express warranties, Plaintiff [redacted] and the California Subclass members received goods in a condition that substantially impairs their value to Plaintiff [redacted] and the other Subclass members. Plaintiff and the California Subclass members have been damaged as a result of, *inter alia*, overpaying for the Class Vehicles, the diminished value of the Class Vehicles, the Class Vehicles' malfunctioning, out-of-pocket costs incurred, and actual and potential increased maintenance and repair costs.

307. Pursuant to Cal. Civ. Code §§ 1793.2 & 1794, Plaintiff [redacted] and the California Subclass members who purchased for personal, family or household purposes are entitled to damages and other legal and equitable relief, including, at their election, the purchase price of their Class Vehicles or the overpayment or diminution in value of their Class Vehicles as well as reimbursement of out-of-pocket expenses incurred as a result of the Defect.

308. Pursuant to Cal. Civ. Code § 1794(d), (e), Plaintiff [redacted] and the California Subclass members are entitled to reasonable costs and attorneys' fees.

**COUNT IV**

**Violations of Song–Beverly Consumer Warranty Act**
**For Breach of Implied Warranty**
**Cal. Civ. Code §§ 1790–1795.8**
**Plaintiff [redacted] ndividually and on Behalf of the California Subclass**

309. Plaintiff [redacted] incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

310. Plaintiff [redacted] brings this claim individually and on behalf of the California Subclass who purchased for personal, family or household purposes.

311. Plaintiff [redacted] and the California Subclass members who purchased or leased the Class Vehicles are "buyers" within the meaning of Cal. Civ. Code. § 1791(b).

312. The Class Vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

313. Defendant is a "manufacturer" of the Class Vehicles within the meaning of Cal. Civ. Code § 1791(j).

314. Defendant impliedly warranted to Plaintiff [redacted] and the California Subclass members that Class Vehicles were "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792.

315. Section 1791.1(a) provides that: "Implied warranty of merchantability" or "implied warranty that goods are merchantable" means that the consumer goods must meet each of the following:

(1) Pass without objection in the trade under the contract description.

(2) Are fit for the ordinary purposes for which such goods are used.

(3) Are adequately contained, packaged, and labeled.

(4) Conform to the promises or affirmations of fact made on the container or label.

316. The Defect in the Class Vehicles is present in them when sold and is substantially certain to manifest. The Class Vehicles would not pass without objection in the automotive trade because the Defect causes all, or substantially all, of the vehicles to experience oil pump failure and require full engine replacements, and dangerous inoperability while the vehicle is in motion. The Defect thus affects the central functionality of the vehicle, poses a serious safety risk to drivers and passengers, and causes increased maintenance costs.

317. Because the Defect creates an unreasonable risk to driver and passenger safety, and because the Class Vehicles are unfit for their ordinary purpose due to the Defect, the Class Vehicles are not fit for the ordinary purposes for which such vehicles are used.

318. Class Vehicles are not adequately labeled because the labeling fails to disclose the Oil Pump Defect and does not advise the California Subclass members of the Oil Pump Defect.

319. Any attempt by Defendant to disclaim its implied warranty obligations under the Song-Beverly Act is ineffective due to its failure to adhere to Sections 1792.3 and 1792.4. Those sections of the Civil Code provide that, in order to validly disclaim the implied warranty of merchantability, a manufacturer must "in simple and concise language" state each of the following: "(1) The goods are being sold on an 'as is' or 'with all faults' basis. (2) The entire risk as to the quality and performance of the goods is with the buyer. (3) Should the goods prove defective following their purchase, the buyer and not the manufacturer, distributor, or retailer assumes the entire cost of all necessary servicing or repair." Cal. Civ. Code § 1792.4(a). Defendant's attempted implied warranty disclaimer does not conform to these requirements.

320. The Oil Pump Defect deprived Plaintiff [redacted] and the California Subclass members of the benefit of their bargain and have resulted in Class Vehicles being worth less than what Plaintiff and other California Subclass members paid.

321. As a direct and proximate result of Defendant's breach of its implied warranties, Plaintiff Maldonado and the California Subclass members received goods that contain a defect that substantially impairs their value. Plaintiff [redacted] and the California Subclass members have

been damaged by the diminished value of the vehicles, the vehicles' malfunctioning, out-of-pocket costs incurred, and actual and potential increased maintenance and repair costs.

322. Under Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiff [redacted] and the California Subclass members are entitled to damages and other legal and equitable relief, including, *inter alia*, benefit-of-the-bargain damages, overpayment or diminution in value of their Class Vehicles, and reasonable attorneys' fees and costs.

**COUNT V**

**Violation of Florida's Deceptive and Unfair Trade Practices Act [redacted] *et seq.* ("FDUPTA")**
**Plaintiffs [redacted] Individually, and on Behalf of the Florida Subclass**

323. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

324. Plaintiffs [redacted] bring this claim on behalf of the Florida Subclass.

325. Plaintiffs [redacted] and the Florida Subclass members are "consumers" within the meaning of Fla. Stat. § 501.203(7).

326. Ford engaged in "trade or commerce" within the meaning of Fla. Stat. § 501.203(8).

327. The FDUTPA prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." Fla. Stat. § 501.204(1).

328. Ford's acts and practices, described herein, are unfair in violation of Florida law because it violates Florida public policy and warranty laws requiring a manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes.

329. Ford acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner, in at least the following respects:

a. promoted and sold or leased Class Vehicles it knew were defective;

b. failed to disclose the Oil Pump Defect, and represented through advertising and the Class Vehicles possess particular qualities that were inconsistent with Ford's actual knowledge of them;

c. failed to make repairs or made repairs and provided replacements that caused Plaintiff and the Florida Subclass members to experience repeated instances of failure, rendering the New Vehicle Limited Warranty useless; and

d. minimized the scope and severity of the problems with the Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate relief to consumers.

330. The gravity of harm resulting from Ford's unfair conduct outweighs any potential utility. The practice of selling and leasing defective Class Vehicles without providing an adequate remedy to cure the defect harms the public at large and is part of a common and uniform course of wrongful conduct.

331. The harm from Ford's conduct was not reasonably avoidable by consumers. Even after receiving a large volume of consumer complaints, Ford did not disclose the Defect. Plaintiffs [redacted], and Florida Subclass members did not know of, and had no reasonable means of discovering, that Class Vehicles are defective.

332. Ford also engaged in deceptive trade practices in violation of Florida law, by promoting the safety, convenience, and operability of Class Vehicles while willfully failing to disclose and actively concealing their defective nature.

333. Ford committed deceptive acts and practices with the intent that consumers, such as Plaintiffs [redacted] and Florida Subclass members, would rely upon Ford's representations and omissions when deciding whether to purchase or lease a Class Vehicle.

334. Plaintiffs [redacted], and Florida Subclass members suffered ascertainable loss as a direct and proximate result of Ford's unfair and deceptive acts or practices. Had Plaintiffs [redacted], and the Florida Subclass members known that the Class Vehicles are equipped

with engines containing the Oil Pump Defect, they would not have purchased and leased the Class Vehicles, or would have paid significantly less for the them. Among other injuries, they overpaid for their Class Vehicles, and their Class Vehicles suffered a diminution in value.

335. Plaintiffs [redacted], and the Florida Subclass members are entitled to recover their actual damages under Fla. Stat. § 501.211(2) and reasonable attorneys' fees under Fla. Stat. § 501.2105(1).

336. Plaintiffs [redacted] also seeks an order enjoining Ford's unfair and deceptive acts or practices pursuant to Fla. Stat. § 501.211, and any other just and proper relief available under the FDUTPA.

**COUNT VI**

**Breach of Express Warranty (Florida)**
**F.S.A. §§ [redacted]**
**Plaintiffs [redacted] Individually and on Behalf of the Florida Subclass**

337. Plaintiffs incorporate by reference and re-allege the allegations contained in the preceding paragraphs of this complaint, as though fully set forth herein.

338. Plaintiffs [redacted] bring this cause of action individually and on behalf of the members of the Florida Subclass.

339. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Fla. Stat. §§ 672.104(1) and 680.1031(3)(k), and a "seller" of motor vehicles under § 672.103(1)(d ).

340. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Fla. Stat. § 680.1031(1)(p).

341. The Class Vehicles are and were at all relevant times "goods" within the meaning of Fla. Stat. §§ 672.105(1) and 680.1031(1)(h).

342. Ford provided all purchasers and lessees of the Class Vehicles with the express warranty described herein, which became a material part of the bargain.

343. Ford sold and leased the Class Vehicles with a written express warranty covering the Vehicles for three years or 36,000 miles, whichever comes first.

344. Ford's New Vehicle Limited Warranty expressly states that Ford will "without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship" so long the Vehicle is properly operated and maintained and taken to a Ford dealership for repair within the warranty period.

345. Ford further provides powertrain warranty coverage, which is applicable to "the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump" as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes first.

346. For certified pre-owned ("CPO") Vehicles, Ford offers an additional limited warranty covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

347. Ford's CPO Vehicle warranty states that a dealer will replace "all covered components . . . that are found to be defective in factory-supplied materials or workmanship during the applicable warranty periods." The engine and its components—including the cylinder block and cylinder heads—are included in Ford's list of "covered components."

348. Ford manufactured and/or installed the engines and the engines' component parts in the Class Vehicles, and the engines and their component parts are covered by the express Warranties.

349. The Oil Pump Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Plaintiffs [redacted] and the Florida Subclass Members.

350. Plaintiffs relied on Ford's express warranties, which were a material part of the bargain, when purchasing or leasing their Class Vehicles.

351. Under the express Warranties, Ford was obligated to correct the Oil Pump Defect in the vehicles owned or leased by Plaintiffs [redacted] and the Florida Subclass Members.

352. Although Ford was obligated to correct the Oil Pump Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

353. Ford breached the express Warranties by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranties, Ford falsely informed Florida Subclass Members that there was no problem with their Class Vehicles, performed ineffective procedures including software updates, and/or replaced defective components in the engines with equally defective components, without actually repairing the Class Vehicles.

354. Ford and its agent dealers have failed and refused to conform the engines to the express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

355. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

356. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Plaintiffs [redacted] and the Florida Subclass Members. Among other things, Plaintiffs [redacted] and the Florida Subclass Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

357. Plaintiffs [redacted], and the Florida Subclass Members have complied with all obligations under the Warranties, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

358. Plaintiffs [redacted], and the Florida Subclass Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Pump Defect from the complaints and service requests it received from Plaintiffs [redacted] and the Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal and external sources.

359. Because Ford, through its conduct and exemplified by its own service bulletins, has covered repairs of the Oil Pump Defect if Ford determines the repairs are appropriately covered under the Warranties, Ford cannot now deny that the Warranties cover the Oil Pump Defect.

360. Because Ford has not been able remedy the Oil Pump Defect, any limitation on remedies included in the Warranties causes the Warranties to fail their essential purposes, rendering them null and void.

361. As a direct and proximate cause of Ford's breach, Plaintiffs [redacted] and the Florida Subclass Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiffs [redacted] and the Florida Subclass Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

362. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs [redacted] and the Florida Subclass Members have been damaged in an amount to be determined at trial.

## COUNT VII

**Breach of the Implied Warranty of Merchantability (Florida)**

**[redacted]**

**(On Behalf of the Florida Subclass against Defendant)**

**Plaintiffs [redacted] Individually and on Behalf of the Florida Subclass**

363. Plaintiffs repeat and re-allege each and every allegation contained in each of the preceding and succeeding paragraphs as fully set forth herein.

364. Plaintiffs [redacted] bring this cause of action individually and on behalf of the members of the Florida Subclass.

365. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Fla. Stat. §§ 672.104(1) and 680.1031(3)(k), and a "seller" of motor vehicles under § 672.103(1)(d ).

366. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Fla. Stat. § 680.1031(1)(p).

367. The Class Vehicles are and were at all relevant times "goods" within the meaning of Fla. Stat. §§ 672.105(1) and 680.1031(1)(h).

368. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under Fla. Stat. §§ 672.314 and 680.212.

369. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed vehicles equipped with the engines to customers through authorized dealers, like those from whom Plaintiffs [redacted], and the Florida Subclass Members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from Ford to the authorized dealers to Plaintiffs [redacted], and the Florida Subclass Members, with no modification to the defective engines.

370. Ford provided Plaintiffs and Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

371. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their engines would be fit for their intended use while the Class Vehicles were being operated.

372. Contrary to the applicable implied warranties, the Class Vehicles and their engines at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiffs [redacted] and Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, including, but not limited to, the defective design and manufacture of their engines and the existence of the Oil Pump Defect at the time of sale or lease and thereafter. Ford knew of this defect at the time these sale or lease transactions occurred.

373. As a result of Ford's breach of the applicable implied warranties, Plaintiffs [redacted], [redacted] and the Florida Subclass Members suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Oil Pump Defect, Plaintiffs [redacted], [redacted] and the Florida Subclass Members were harmed and suffered actual damages in that the Class Vehicles' engine components are substantially certain to fail before their expected useful life has run.

374. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of Fla. Stat. §§ 672.314 and 680.212.

375. Plaintiffs [redacted], and the Florida Subclass Members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

376. Plaintiffs [redacted] and the Florida Subclass Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of implied warranty would have been futile. Ford was also on notice of the Oil Pump Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal sources.

377. Because Plaintiffs [redacted], and the Florida Subclass Members purchased their vehicles from authorized Ford dealers, they are in privity with Ford since (1) an agency relationship establishes privity for purposes of the breach of implied warranty claims and (2)

privity is not required where plaintiffs are intended third-party beneficiaries of a defendant's implied warranties and of the contracts between Ford and its authorized dealers.

378. As a direct and proximate cause of Ford's breach, Plaintiffs [redacted], and the Florida Subclass Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiffs [redacted], and the Florida Subclass Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

379. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiffs [redacted] and the Florida Subclass Members have been damaged in an amount to be proven at trial.

## COUNT VIII

**Violations of the Michigan Consumer Protection Act ("MCPA")**
**MICH. COMP. LAWS §§ 445.901 – .922**
**Plaintiffs [redacted] Individually and on Behalf of the Michigan Subclass**

380. Plaintiffs repeat and reallege the allegations contained above as if fully set forth herein.

381. Plaintiffs [redacted] bring this claim on behalf of herself and the Michigan Subclass.

382. Plaintiffs, [redacted] Subclass members, and Ford fall within the definition of "person" under the MCPA. Mich. Comp. Laws § 445.902(d).

383. The MCPA is designed to provide a remedy for consumers who are injured by deceptive business practices. The MCPA expressly allows for class actions on behalf of consumers who have suffered a loss as a result of a violation of the act. Mich. Comp. Laws § 445.911(3).

384. Defendant's conduct alleged herein constitutes unfair, unlawful, unconscionable, and deceptive acts in violation of the MCPA, including, but not necessarily limited to, the following sections:

a. Section 445.903(1)(c): Defendant represented that its Class Vehicles have characteristics, uses, or benefits that they do not have;

b. Section 445.903(1)(e): Defendant represented that its Class Vehicles were of a particular standard, quality, or grade, when they were of another.

c. Section 445.903(1)(s): Defendant failed to reveal material facts, the omission of which tended to mislead or deceive the consumers, and which fact could not reasonably be known by the consumers;

d. Section 445.903(1)(bb): Defendant made representations of fact material to the transaction such that consumers reasonably believed the represented state of affairs to be other than it actually was; and

e. Section 445.903(1)(cc): Defendant failed to reveal facts that were material to the purchase and lease of Class Vehicles in light of the representations of fact made in a positive manner.

385. Specifically, as alleged herein, Defendant knowingly or recklessly made misrepresentations about the quality, characteristics, performance, and reliability of its Class Vehicles which contain the Oil Pump Defect and pose a safety hazard.

386. Defendant concealed, omitted, and failed to disclose the truth about Class Vehicles in order to continue sales and increase profits.

387. Defendant had a duty to disclose the material defect because it had exclusive knowledge of the Oil Pump Defect and such information was not reasonably accessible to Plaintiffs and the Michigan Subclass.

388. Had Plaintiffs and the Michigan Subclass members known about the Oil Pump Defect, Plaintiffs and the class members would not have purchased or leased their Class Vehicles or would have paid significantly less for them.

389. As a direct and proximate result of Defendant's business practices, Plaintiffs and proposed class members suffered injury in fact and lost money or property because they purchased and paid for Class Vehicles that they otherwise would not have purchased or would have paid

significantly less for them and because they have incurred out of pocket costs in the form of costly repairs and other out of pocket expenses.

390. Plaintiffs and proposed class members are entitled to actual or statutory damages, attorneys' fees, an injunction, and other equitable relief, including restitutionary disgorgement of all profits accruing to Defendant because of its unfair and deceptive practices and such other orders as may be necessary to prevent the future use of these practices. Mich. Comp. Laws § 445.911.

**COUNT IX**

**Breach of Express Warranty [redacted]**
**[redacted]. Laws §§ 440.2313 and 440.2860)**
**Plaintiffs [redacted], Individually and on Behalf of the [redacted] Subclass**

391. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

392. Plaintiffs [redacted] bring this cause of action individually and on behalf of the Michigan Subclass.

393. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Mich. Comp. Laws §§ 440.2104(1) and a "seller" of motor vehicles under § 440.2103(1)(c).

394. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Mich. Comp. Laws § 440.2803(1)(p).

395. The Class Vehicles are and were at all relevant times "goods" within the meaning of Mich. Comp. Laws §§ 440.2105(1) and 440.2803(1)(h).

396. Ford provided all purchasers and lessees of the Class Vehicles with the express warranty described herein, which became a material part of the bargain.

397. Ford sold and leased the Class Vehicles with a written express warranty covering the Vehicles for three years or 36,000 miles, whichever comes first.

398. Ford's New Vehicle Limited Warranty expressly states that Ford will "without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied

materials or factory workmanship" so long the Vehicle is properly operated and maintained and taken to a Ford dealership for repair within the warranty period.

399. Ford further provides powertrain warranty coverage, which is applicable to "the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump" as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes first.

400. For certified pre-owned ("CPO") Vehicles, Ford offers an additional limited warranty covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

401. Ford's CPO Vehicle warranty states that a dealer will replace "all covered components . . . that are found to be defective in factory-supplied materials or workmanship during the applicable warranty periods." The engine and its components—including the cylinder block and cylinder heads—are included in Ford's list of "covered components."

402. Ford manufactured and/or installed the engines and the engines' component parts in the Class Vehicles, and the engines and their component parts are covered by the express Warranties.

403. The Oil Pump Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Plaintiffs [redacted] and the Michigan Subclass Members.

404. Plaintiffs relied on Ford's express warranties, which were a material part of the bargain, when purchasing or leasing their Class Vehicles.

405. Under the express Warranties, Ford was obligated to correct the Oil Pump Defect in the vehicles owned or leased by Plaintiffs [redacted] and the Michigan Subclass Members.

406. Although Ford was obligated to correct the Oil Pump Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

407. Ford breached the express Warranties by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranties, Ford falsely informed Michigan Subclass Members that there was no problem with their Class Vehicles, performed ineffective procedures including software updates, and/or replaced defective components in the engines with equally defective components, without actually repairing the Class Vehicles.

408. Ford and its agent dealers have failed and refused to conform the engines to the express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

409. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

410. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Plaintiffs [redacted] and the Michigan Subclass Members. Among other things, Plaintiff [redacted] and the Michigan Subclass Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

411. Plaintiffs [redacted] and the Michigan Subclass Members have complied with all obligations under the Warranties, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

412. Plaintiffs [redacted] and the Michigan Subclass Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Pump Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from

repairs and/or replacements of the engines or components thereof, and through other internal and external sources.

413. Nonetheless, Plaintiffs [redacted] provided notice to Ford of the breach of the warranties when they repeatedly took their vehicle to an authorized Ford dealership and requested warranty repairs. Further, [redacted] and provided written notice by letter dated May 23, 2023.

414. Because Ford, through its conduct and exemplified by its own service bulletins, has covered repairs of the Oil Pump Defect if Ford determines the repairs are appropriately covered under the Warranties, Ford cannot now deny that the Warranties cover the Oil Pump Defect.

415. Because Ford has not been able remedy the Oil Pump Defect, any limitation on remedies included in the Warranties causes the Warranties to fail their essential purposes, rendering them null and void.

416. As a direct and proximate cause of Ford's breach, Plaintiffs [redacted] ubclass Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, [redacted] and the Michigan Subclass Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

417. As a direct and proximate result of Ford's breach of express warranties, Plaintiff [redacted] have been damaged in an amount to be determined at trial.

## COUNT X

**Violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.***
**[redacted] and on Behalf of the Pennsylvania Subclass**

418. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

419. Plaintiff [redacted] brings this claim on behalf of herself and the members of the Pennsylvania Subclass.

420. Plaintiff [redacted] Members purchased or leased their Class Vehicles primarily for personal, family or household purposes within the meaning of 73 P.S. § 201-9.2.

421. All of the acts complained of herein were perpetrated by Ford in the course of trade or commerce within the meaning of 73 P.S. § 201-2(3).Pennsylvania Unfair Trade Practices and Consumer Protection Law ("Pennsylvania CPL") prohibits unfair or deceptive acts or practices, including: (a) "Representing that goods or services have . . . characteristics, . . . [b]enefits or qualities that they do not have;" (b) "Representing that goods or services are of a particular standard, quality or grade . . . if they are of another;" (c) "Advertising goods or services with intent not to sell them as advertised;" and (d) "Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding." 73 P.S. § 201-2(4). Ford engaged in unfair and deceptive practices that violated the Pennsylvania CPL as described above.

422. Defendant participated in and engaged in deceptive business or trade practices prohibited by the Pennsylvania CPL by failing to disclose and actively concealing the defective nature of the oil pump within the 1.0 L EcoBoost engine, by marketing their Class Vehicles as safe and of high quality, and by presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles after they were sold.

423. By failing to disclose the Oil Pump Defect; by concealing the Oil Pump Defect; by promoting and selling or leasing Class Vehicles it knew were defective, including by marketing its vehicles as safe, reliable, easily operable, efficient, and of high quality; by presenting itself as a reputable manufacturer that valued safety, reliability, performance and efficiency, and stood behind its vehicles after they were sold; by failing to make repairs or making repairs and providing replacements that caused Plaintiff [redacted] and the Pennsylvania Sub-Class Members to experience repeated instances of failure, rendering the New Vehicle Limited Warranty useless; and by minimized the scope and severity of the problems with the Class Vehicles, refusing to acknowledge

that they are defective, and failing to provide adequate relief to consumers, Ford knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles.

424. Defendant systematically misrepresented, concealed, suppressed, or omitted material facts relating to the Class Vehicles and Oil Pump Defect in the course of its business.

425. Defendant also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles.

426. Defendant's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

427. Defendant knew that the Class Vehicles and their 1.0L EcoBoost engines suffered from an inherent defect, were defectively designed or manufactured, and were not suitable for their intended use.

428. Defendant knew or should have known that its conduct violated the Pennsylvania CPL.

429. Plaintiff [redacted] and the [redacted] relied on Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and in the purchase of the Class Vehicles.

430. Had Plaintiff [redacted] and the [redacted] Members known that the Class Vehicles would exhibit the Oil Pump Defect, they would not have purchased or leased the Class Vehicles or would have paid less for them. Plaintiffs did not receive the benefit of their bargain as a result of Ford's misconduct.

431. Defendant owed Plaintiff [redacted] and the [redacted] Members a duty to disclose the truth about the Oil Pump Defect because Ford:.

a. possessed exclusive and superior knowledge of the design of the Class Vehicles and the Oil Pump Defect;

b. intentionally concealed the foregoing from Plaintiff Bilotta and the Pennsylvania Sub-Class Members;

c. had a duty under the Motor Vehicle Safety Act to disclose safety defects, which places a duty on manufacturers to report vehicle or equipment defects. 49 U.S.C. § 30118(c); and/or

d. made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiff [redacted] and the Pennsylvania Sub-Class Members that contradicted these representations.

432. Due to Ford's specific and superior knowledge that the 1.0L EcoBoost engine in the Class Vehicles will fail before their expected useful life has run due to the Oil Pump Defect, its false representations regarding the increased durability of the Class Vehicles, and reliance by Plaintiff [redacted] and the Pennsylvania Sub-Class Members on these material representations, Ford had a duty to disclose to Class members that the Oil Pump Defect will cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability, reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the Engines will cause damage to Class Vehicle, and that Class members would be required to bear the cost of the damage to their vehicles.

433. Having volunteered to provide information to Plaintiff [redacted] and the [redacted] Ford had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiff [redacted] and the [redacted]

434. Longevity, durability, performance, and safety are material concerns to Ford consumers. Ford represented to Plaintiff [redacted] and the Pennsylvania Sub-Class Members that they were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality,

and containing engines of advanced and superior characteristics and technology as alleged throughout this Complaint, when in fact it is only a matter of time, far sooner than any reasonable consumer would expect, before the engines fail due to the Oil Pump Defect.

435. Plaintiff [redacted] suffered injury in fact to a legally protected interest. As a result of Ford's conduct, Plaintiff [redacted] and the Pennsylvania Sub-Class Members were harmed and suffered actual damages in the form of the costs of diagnosis and repair of their vehicles, and the diminished value of their vehicles.

436. As a direct and proximate result of Ford's unfair or deceptive acts or practices, Plaintiff [redacted] suffered and will continue to suffer injury in fact and/or actual damages.

437. Defendant's violations present a continuing risk to Plaintiff [redacted] as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

438. As a proximate and direct result of Ford's unfair and deceptive trade practices, Plaintiff [redacted] purchased or leased Class Vehicles and suffered an ascertainable loss and financial harm. This included ascertainable losses in the form of actual damages in the amount of the cost to attempt to repair the Oil Pump Defect, replaced the damaged related system components, diminution of Class Vehicle resale value, increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

439. Defendant is liable to Plaintiff [redacted] for treble their actual damages or $100, whichever is greater, and attorneys' fees and costs under 73 P.S. § 201-9.2(a). Plaintiff [redacted] are also entitled to an award of punitive damages given that Defendant's conduct was malicious, wanton, willful, oppressive, or exhibited a reckless indifference to the rights of others.

**COUNT XI**

**Breach of Express Warranty (Pennsylvania)**
**(13 PA. CONS. STAT. §§ 2313 and 2A210)**
**Plaintiff [redacted], Individually and on Behalf of the [redacted]**

440. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

441. Plaintiff [redacted] brings this cause of action on her behalf and on behalf of the Maryland Subclass.

442. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and a "seller" of motor vehicles under § 2103(a).

443. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

444. The Class Vehicles are and were at all relevant times "goods" within the meaning of 13 Pa. Cons. Stat. § 2105(a) and 2A103(a).

445. Ford provided all purchasers and lessees of the Class Vehicles with the express warranty described herein, which became a material part of the bargain.

446. Ford sold and leased the Class Vehicles with a written express warranty covering the Vehicles for three years or 36,000 miles, whichever comes first.

447. Ford's New Vehicle Limited Warranty expressly states that Ford will "without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship" so long the Vehicle is properly operated and maintained and taken to a Ford dealership for repair within the warranty period.

448. Ford further provides powertrain warranty coverage, which is applicable to "the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat

housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump" as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes first.

449. For certified pre-owned ("CPO") Vehicles, Ford offers an additional limited warranty covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

450. Ford's CPO Vehicle warranty states that a dealer will replace "all covered components . . . that are found to be defective in factory-supplied materials or workmanship during the applicable warranty periods." The engine and its components—including the cylinder block and cylinder heads—are included in Ford's list of "covered components."

451. Ford manufactured and/or installed the engines and the engines' component parts in the Class Vehicles, and the engines and their component parts are covered by the express Warranties.

452. The Oil Pump Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Plaintiff [redacted] Subclass Members.

453. Plaintiff [redacted] Subclass Members relied on Ford's express warranties, which were a material part of the bargain, when purchasing or leasing their Class Vehicles.

454. Under the express Warranties, Ford was obligated to correct the Oil Pump Defect in the vehicles owned or leased by Plaintiff [redacted] Subclass Members.

455. Although Ford was obligated to correct the Oil Pump Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

456. Ford breached the express Warranties by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranties, Ford falsely informed Pennsylvania Subclass Members that there was no problem with their Class Vehicles, performed ineffective procedures including software updates, and/or replaced defective components in the engines with equally defective components, without actually repairing the Class Vehicles.

457. Ford and its agent dealers have failed and refused to conform the engines to the express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

458. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

459. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Plaintiff [redacted] Subclass Members. Among other things, Plaintiff [redacted] Subclass Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

460. Plaintiff [redacted] Subclass Members have complied with all obligations under the Warranties, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

461. Plaintiff [redacted] sent ford a notice and demand on June 2, 2023. They also were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Pump Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal and external sources.

462. Because Ford, through its conduct and exemplified by its own service bulletins, has covered repairs of the Oil Pump Defect if Ford determines the repairs are appropriately covered under the Warranties, Ford cannot now deny that the Warranties cover the Oil Pump Defect.

463. Because Ford has not been able remedy the Oil Pump Defect, any limitation on remedies included in the Warranties causes the Warranties to fail their essential purposes, rendering them null and void.

464. As a direct and proximate cause of Ford's breach, Plaintiff [redacted] and the [redacted] suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiff [redacted] Subclass Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

465. As a direct and proximate result of Ford's breach of express warranties, Plaintiff [redacted] have been damaged in an amount to be determined at trial.

**COUNT XII**

**Breach of Implied Warranty of Merchantability [redacted]**
**(13 PA. CONS. STAT. §§ 2314 and 2A212)**
**Plaintiff [redacted] Individually and on Behalf of the [redacted]**

466. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

467. Plaintiff [redacted] brings this cause of action on her behalf and on behalf of the [redacted].

468. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and a "seller" of motor vehicles under § 2103(a).

469. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

470. The Class Vehicles are and were at all relevant times "goods" within the meaning of 13 Pa. Cons. Stat. § 2105(a) and 2A103(a).

471. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to 13 Pa. Cons. Stat. §§ 2314 and 2A212.

472. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Class Vehicles to customers through authorized dealers, like those from whom Plaintiff [redacted] and members of the Pennsylvania Subclass bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Plaintiff Bilotta and members of the Pennsylvania Subclass, with no modification to the defective Class Vehicles.

473. Ford provided Plaintiff [redacted] with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

474. This implied warranty included, among other things: (i) a warranty that the Class Vehicles that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their intended use while the Class Vehicles were being operated.

475. Contrary to the applicable implied warranties, the Class Vehicles at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles were and are defective at the time of sale or lease and thereafter as more fully described above. Ford knew of this defect at the time these sale or lease transactions occurred.

476. As a result of Ford's breach of the applicable implied warranties, Plaintiff [redacted] suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Defect, Plaintiff [redacted] harmed and suffered actual damages in that the Class Vehicles are substantially certain to fail before their expected useful life has run.

477. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of the Uniform Commercial Code and relevant state law.

478. Plaintiff [redacted] have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

479. Plaintiff [redacted] were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Ford was also on notice of the Defect from the complaints and service requests it received from Plaintiff [redacted] and through other internal sources.

480. Nonetheless, Plaintiffs provided notice to Ford of the breach of implied warranties when they repeatedly took their vehicle to an authorized Ford dealership and requested warranty repairs. Further, Plaintiff [redacted] written notice by letter dated June 2, 2023.

481. As a direct and proximate cause of Ford's breach, Plaintiff [redacted] suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiff [redacted] have incurred or will incur economic damages at the point of repair in the form of the cost of repair as well as additional losses.

482. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff [redacted] have been damaged in an amount to be proven at trial.

**COUNT XIII**

**Violation of the [redacted] Trade Practices Act**
**Texas Bus. & Com. Code § 17.41, et seq.**
**Plaintiffs [redacted], Individually and on Behalf of the [redacted]**

483. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

484. Plaintiffs [redacted] brings this claim on behalf of himself and the members of the Texas Subclass.

485. Plaintiffs [redacted], and members of the [redacted] are individuals, partnerships, or corporations with assets of less than $25 million (or are controlled by corporations or entities with less than $25 million in assets), see Tex. Bus. & Com. Code § 17.41 and are therefore "consumers" pursuant to Tex. Bus. & Corn. Code § 17.45(4).

486. Ford is a "person" as that term is defined in Tex. Bus. & Corn. Code § 17.45(3).

487. Ford is engaged in "trade" or "commerce" or "consumer transactions" within the meaning Tex. Bus. & Com. Code § 17.46(a).

488. The [redacted] Trade Practices ("Texas DTPA") prohibits "false, misleading, or deceptive acts or practices in the conduct of any trade or commerce," Tex. Bus. & Corn. Code § 17.46(a), and an "unconscionable action or course of action," which means "an act or practice which, to a consumer's detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree." Tex. Bus. & Com. Code §§ 17.45(5) and 17.50(a)(3). Ford engaged in unlawful trade practices, and unfair or deceptive acts or practices that violated the Texas DTPA.

489. Ford participated in unfair or deceptive trade practices that violated the Texas DTPA. As described below and alleged throughout the Complaint, by failing to disclose the Defect, by concealing the Defect, by marketing its vehicles as safe, reliable, well-engineered, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, performance and reliability, and stood behind its vehicles after they were sold, Ford knowingly and intentionally

misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles. Ford systematically misrepresented, concealed, suppressed, or omitted material facts relating to the Class Vehicles and the Defect in the course of its business.

490. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles.

491. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford' s trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

492. Ford knew that the Class Vehicles suffered from an inherent defect, were defectively designed and/or used improper or deficient materials, and were not suitable for their intended use.

493. Ford knew or should have known that its conduct violated the Texas DTPA.

494. Defendant was under a duty to Plaintiff [redacted], and the Texas Subclass Members to disclose the defective nature of the Class Vehicles because:

a. Defendant was in a superior position to know the true state of facts about the safety defect in the Class Vehicles

b. Defendant made partial disclosures about the quality of the Class Vehicles without revealing the defective nature of the Class Vehicles;

c. Defendant was under an obligation to disclose safety defects under federal motor vehicle safety laws; and

d. Defendant actively concealed the defective nature of the Class Vehicles from Texas Plaintiff and the Texas Subclass Members at the time of sale and thereafter.

495. By failing to disclose the Defect, Defendant knowingly and intentionally concealed material facts and breached its duty not to do so.

496. The facts concealed or not disclosed by Defendant to Plaintiffs [redacted] the [redacted] are material because a reasonable person would have considered them to be important in deciding whether or not to purchase or lease Defendant's Class Vehicles, or to pay less for them. Whether a vehicle becomes inoperable when the differential fails is a material safety concern. Had Plaintiffs [redacted] and the [redacted] known that the Class Vehicles suffered from the Defect described herein, they would not have purchased or leased the Class Vehicles or would have paid less for them.

497. Plaintiffs [redacted] Subclass Members are reasonable consumers who do not expect that their vehicles will suffer from the Defect. That is the reasonable and objective consumer expectation for vehicles.

498. As a result of Defendant's misconduct, Plaintiffs [redacted] Subclass Members have been harmed and have suffered actual damages in that the Class Vehicles are defective and require repairs or replacement.

499. As a direct and proximate result of Defendant's unfair or deceptive acts or practices, Plaintiffs [redacted] and the [redacted] Members have suffered and will continue to suffer actual damages.

500. Ford's violations present a continuing risk to Plaintiffs [redacted] as well as to the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

501. Pursuant to statute, Plaintiffs [redacted] each provided notice of their claims by letters dated May 23, 2023 and June 2, 2023. Plaintiffs [redacted] seek all damages and relief to which they are entitled to because Ford failed to remedy its unlawful conduct within the requisite time period.

502. Pursuant to Tex. Bus. & Com. Code § 17.50, Plaintiffs [redacted] seek an order enjoining Ford from engaging in unfair and/or deceptive acts or practices, damages, multiple damages for knowing and intentional violations,

pursuant to § 17.50(b)(1), punitive damages, and attorneys' fees, costs, and any other just and proper relief available under the Texas DTPA.

**COUNT XIV**

**Breach of Express Warranty (Texas)**

**Plaintiffs [redacted] and on Behalf of the Texas Subclass**

503. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

504. Plaintiffs [redacted] bring this cause of action individually and on behalf of the Texas Subclass.

505. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Texas Bus. & Corn. Code §§ 2.104(1) and 2A.103(a)(20), and a "seller" of motor vehicles under § 2.103(a)(4).

506. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Texas Bus. & Corn. Code § 2A.103(a)(16).

507. The Class Vehicles are and were at all relevant times "goods" within the meaning of Texas Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

508. Ford provided all purchasers and lessees of the Class Vehicles with the express warranty described herein, which became a material part of the bargain.

509. Ford sold and leased the Class Vehicles with a written express warranty covering the Vehicles for three years or 36,000 miles, whichever comes first.

510. Ford's New Vehicle Limited Warranty expressly states that Ford will "without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship" so long the Vehicle is properly operated and maintained and taken to a Ford dealership for repair within the warranty period.

511. Ford further provides powertrain warranty coverage, which is applicable to "the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump" as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes first.

512. For certified pre-owned ("CPO") Vehicles, Ford offers an additional limited warranty covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

513. Ford's CPO Vehicle warranty states that a dealer will replace "all covered components . . . that are found to be defective in factory-supplied materials or workmanship during the applicable warranty periods." The engine and its components—including the cylinder block and cylinder heads—are included in Ford's list of "covered components."

514. Ford manufactured and/or installed the engines and the engines' component parts in the Class Vehicles, and the engines and their component parts are covered by the express Warranties.

515. The Oil Pump Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Plaintiffs [redacted].

516. Plaintiffs relied on Ford's express warranties, which were a material part of the bargain, when purchasing or leasing their Class Vehicles.

517. Under the express Warranties, Ford was obligated to correct the Oil Pump Defect in the vehicles owned or leased by Plaintiffs [redacted]

518. Although Ford was obligated to correct the Oil Pump Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

519. Ford breached the express Warranties by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranties, Ford falsely informed Texas Subclass

Members that there was no problem with their Class Vehicles, performed ineffective procedures including software updates, and/or replaced defective components in the engines with equally defective components, without actually repairing the Class Vehicles.

520. Ford and its agent dealers have failed and refused to conform the engines to the express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

521. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

522. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Plaintiff [redacted] other things, Plaintiffs [redacted] had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

523. Plaintiffs [redacted] have complied with all obligations under the Warranties, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

524. Plaintiffs [redacted] were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Pump Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal and external sources.

525. Nonetheless, Plaintiffs [redacted] provided notice to Ford of the breach of the warranties when they repeatedly took their vehicle to an authorized Ford dealership and

requested warranty repairs. Further, Plaintiff [redacted] provided written notice by letter dated May 23, 2023.

526. Because Ford, through its conduct and exemplified by its own service bulletins, has covered repairs of the Oil Pump Defect if Ford determines the repairs are appropriately covered under the Warranties, Ford cannot now deny that the Warranties cover the Oil Pump Defect.

527. Because Ford has not been able remedy the Oil Pump Defect, any limitation on remedies included in the Warranties causes the Warranties to fail their essential purposes, rendering them null and void.

528. As a direct and proximate cause of Ford's breach, Plaintiffs [redacted] the [redacted] suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiffs [redacted] have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

529. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs [redacted] have been damaged in an amount to be determined at trial.

## COUNT XV

**Breach of Implied Warranty of Merchantability (Texas)**
**(Tex. Bus. & Com. Code §§ 2.314 and 2A.212)**
**Plaintiff** [redacted]

530. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

531. Plaintiffs [redacted] bring this cause of action individually and on behalf of the Texas Subclass.

532. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under [redacted] and a "seller" of motor vehicles under § 2.103(a)(4).

533. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Texas Bus. & Corn. Code § 2A.103(a)(16).

534. The Class Vehicles are and were at all relevant times "goods" within the meaning of [redacted].

535. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under [redacted]

536. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Class Vehicles to customers through authorized dealers, like those from whom Plaintiff [redacted] bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Plaintiff [redacted], with no modification to the defective Class Vehicles.

537. Ford provided Plaintiffs [redacted] members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

538. This implied warranty included, among other things: (i) a warranty that the Class Vehicles that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their intended use while the Class Vehicles were being operated.

539. Contrary to the applicable implied warranties, the Class Vehicles at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles were and are defective at the time of sale or lease and thereafter as more fully described above. Ford knew of this defect at the time these sale or lease transactions occurred.

540. As a result of Ford's breach of the applicable implied warranties, Plaintiffs [redacted] an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Defect, [redacted] and the Texas Subclass members were harmed and suffered actual damages in that the Class Vehicles are substantially certain to fail before their expected useful life has run.

541. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of the Uniform Commercial Code and relevant state law.

542. Plaintiffs [redacted] and the Texas Subclass members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

543. Plaintiffs [redacted] and the Texas Subclass members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Ford was also on notice of the Defect from the complaints and service requests it received from Plaintiff [redacted] and the Texas Subclass members and through other internal sources.

544. As a direct and proximate cause of Ford's breach, Plaintiffs [redacted] members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiff [redacted] have incurred or will incur economic damages at the point of repair in the form of the cost of repair as well as additional losses.

545. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiffs [redacted] have been damaged in an amount to be proven at trial.

## COUNT XVI

**Unjust Enrichment**

**In the Alternative to All Other Claims**
**All Plaintiffs, Individually and on Behalf of the State Subclasses**

546. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

547. Plaintiffs bring this claim, under the laws of their respective home states, individually and on behalf of their respective State Subclasses.

548. This claim is pleaded in the alternative to the other claims set forth herein.

549. As the intended and expected result of its conscious wrongdoing, Ford has profited and benefited from the purchase and lease of Class Vehicles that contain the Defect.

550. In particular, the value of the Class Vehicles was artificially inflated by Ford's concealment of the Oil Pump Defect, and [redacted] have overpaid for the cars and have been forced to pay other costs.

551. As a result of its wrongful acts, concealments, and omissions of the defect in its Class Vehicles, as set forth above, Ford charged higher prices for their vehicles than the vehicles' true value. Plaintiffs and Class Members paid than higher price for their vehicles to Ford's authorized distributors and dealers, which are in Ford's control and from whom Ford receives monetary benefits..

552. Moreover, Ford continues to profit from its ongoing wrongful behavior by denying the nature and existence of the Oil Pump Defect to Plaintiffs and Class Members during the duration of the Warranties, refusing to honor the Warranties, and selling replacement parts to Plaintiffs and the Class Members.

553. Ford has voluntarily accepted and retained these profits and benefits, knowing that, as a result of its misconduct alleged herein, Plaintiffs and the Class Members were not receiving Class Vehicles of the quality, nature, fitness, reliability, safety, or value that Ford had represented and that a reasonable consumer would expect. Plaintiffs and the Class Members expected that when they purchased or leased a Class Vehicle, it would not contain a Defect that makes the vehicle unreliable and poses a serious safety risk.

554. Plaintiffs and all Class members were not aware of the true facts about the Class Vehicles and did not benefit from Ford's conduct.

555. Ford has been unjustly enriched by its deceptive, wrongful, and unscrupulous conduct and by its withholding of benefits and monies from Plaintiffs and Class Members rightfully belonging to them.

556. Equity and good conscience militate against permitting Ford to retain these profits and benefits from its wrongful conduct.

557. As a result of the Defendant's unjust enrichment, Plaintiffs and Class Members have suffered damages.

558. Plaintiffs do not seek restitution under their Unjust Enrichment claim. Rather, Plaintiffs and Class Members seek non-restitutionary disgorgement of the financial profits that Defendant obtained as a result of its unjust conduct.

559. Additionally, Plaintiffs seek injunctive relief to compel Defendant to offer, under warranty, remediation solutions that Defendant identifies. Plaintiffs also seek injunctive relief enjoining Defendant from further deceptive distribution, sales, and lease practices with respect to Class Vehicles, enjoining Defendant from selling the Class Vehicles with the misleading information; compelling Defendant to provide Class members with a replacement components that do not contain the defects alleged herein; and/or compelling Defendant to reform its warranty, in a manner deemed to be appropriate by the Court, to cover the injury alleged and to notify all Class Members that such warranty has been reformed. Money damages are not an adequate remedy for the above requested non-monetary injunctive relief.

## COUNT XVII

**Violation of the Magnuson-Moss Warranty Act,**
**15 U.S.C. §§ 2301, *et seq.***
**All Plaintiffs, Individually**

560. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

561. Plaintiffs bring this cause of action individually.

562. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301 by virtue of 28 U.S.C. §§ 1332(a) and (d).

563. Plaintiffs are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

564. Ford is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. 2301(4)-(5).

565. The Class Vehicles are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

566. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written warranty.

567. In its Limited Warranty, Ford expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects became apparent during the warranty period.

568. Ford's Limited Warranty is a written warranty within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles' implied warranty of merchantability is covered by 15 U.S.C. 2301(7).

569. With respect to Plaintiffs' purchases of the Class Vehicles, the terms of Ford's written warranty and implied warranty became part of the basis of the bargain between Ford, on the one hand, and Plaintiffs, on the other.

570. Ford breached the implied warranty of merchantability. Without limitation, the Class Vehicles have engines that leak coolant, overheat, fail, and in some instances catch fire, as described above, and which thus render the Class Vehicles unmerchantable.

571. Ford breached its express Limited Warranty by refusing to repair the defective engines in the Class Vehicles. Plaintiffs presented their vehicles for repair and Ford failed to remedy the Oil Pump Defect, whether by refusing to repair or replace the engine, providing ineffective repairs, installing another engine with the same Oil Pump Defect, or otherwise.

572. Plaintiffs [redacted] individually and on behalf of the members of the proposed Class, notified Ford of the Oil Pump Defect in the Class Vehicles, and its corresponding breach of warranty, through a notice letter delivered by courier on May 23, 2023 to Ford's registered agent in Plymouth, Michigan.

573. Ford was also provided notice of the defect through thousands of consumer complaints and information about service repairs from its dealerships. Ford has not remedied the breach.

574. Further, Ford has refused to provide an adequate warranty repair for the Oil Pump Defect, thus rendering the satisfaction of any notice requirement futile. As stated above, customers that have presented their vehicles for warranty repair due to oil pressure problems and engine failure have simply been provided either replacement parts that do nothing to fix the Oil Pump Defect, or replacement defective engines.

575. At the time of sale or lease of each Class Vehicle, Ford knew, should have known, or was reckless in not knowing of the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the Oil Pump Defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate and futile, and any requirement that Plaintiffs resort to an informal dispute resolution procedure and/or afford Ford a reasonable opportunity to cure its breach of warranties is excused and thus deemed satisfied.

576. The amount in controversy of Plaintiffs' individual claims meet or exceed the sum of $25. The amount in controversy in this action exceeds the sum of $50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

577. As a direct and proximate result of Ford's breaches of its Limited Warranty and the implied warranty of merchantability, Plaintiffs have sustained damages in an amount to be determined at trial.

578. Plaintiffs seek all damages permitted by law, including the diminution in value of their vehicles, in an amount to be proven at trial.

## COUNT XVIII

**Fraud by Omission or Fraudulent Concealment**
**All Plaintiffs, Individually and on Behalf of the Nationwide Class,**
**Or, in the Alternative, on Behalf of All Subclasses**

579. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

580. Plaintiffs bring this cause of action on behalf of themselves and the Nationwide Class against Defendant as there are no true conflicts among the states' laws of fraudulent concealment/omission. Defendant is liable for both fraudulent concealment and non-disclosure, including the resultant fraudulent inducement. *See, e.g.*, Restatement (Second) Torts §§ 550-51 (1977). In alternative, Plaintiffs bring this claim on behalf of each of the State Subclasses, against Defendant.

581. Ford distributed and sold the Class Vehicles in all 50 states. Ford also drafted, distributed, and disseminated the same advertising materials in all 50 states, including on the website it maintains to advertise the Class Vehicles. Those materials omitted any mention of the Defect and its associated safety concerns.

582. Ford also drafted the Monroney Stickers which were affixed to Class Vehicles and contained other safety information about the vehicles, including the safety systems available on the vehicles such as airbags, autonomous braking and other systems, but failed to disclose the Defect and its associated safety concerns.

583. Ford knew that the Class Vehicles suffered from an inherent Oil Pump Defect, were defectively designed and/or manufactured and were not suitable for their intended use.

584. Defendant concealed from and failed to disclose to Plaintiffs and Class Members the defective nature of the Class Vehicles.

585. Defendant was under a duty to Plaintiffs and Class Members to disclose the defective nature of the Class Vehicles because:

586. Defendant was in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles;

a. The omitted facts were material because they directly impact the safety of the Class Vehicles;

b. Defendant knew the omitted facts regarding the Oil Pump Defect were not known to or reasonably discoverable by Plaintiffs and Class Members;

c. Defendant made partial disclosures about the quality of the Class Vehicles without revealing their true defective nature; and,

d. Defendant actively concealed the defective nature of the Class Vehicles from Plaintiffs and Class Members.

587. Ford also had a statutory duty to disclose known safety defects to consumers and NHTSA under federal motor vehicle safety law.

588. The facts concealed or not disclosed by Defendant to Plaintiffs and the other Class Members are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease Defendant's Class Vehicles or pay a lesser price for them. Whether a Class Vehicle's oil pump is defective, which can cause the vehicle to go into limp mode, lose power while driving, and complete failure, is a material safety concern. Had Plaintiffs and Class Members known about the defective nature of the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have paid less for them.

589. Defendant concealed or failed to disclose the true nature of the design and/or manufacturing defects contained in the Class Vehicles to induce Plaintiffs and Class Members to act thereon. Plaintiffs and the other Class Members justifiably relied on Defendant's omissions to their detriment. This detriment is evident from Plaintiffs' and Class Members' purchase or lease of Defendant's defective Class Vehicles.

590. Defendant continued to conceal the defective nature of the Class Vehicles even after Class Members began to report the problems. Indeed, Defendant continues to cover up and conceal the true nature of the problem today.

591. As a direct and proximate result of Defendant's misconduct, Plaintiffs and Class Members have suffered and will continue to suffer actual damages. Plaintiffs and the Class reserve their right to elect either to (a) rescind their purchase or lease of the defective Vehicles and obtain restitution or (b) affirm their purchase or lease of the defective Vehicles and recover damages.

592. Defendant's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Class's rights and well-being to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, hereby requests that this Court enter an Order against Ford providing for the following:

A. Certification of the proposed Class, appointment of Plaintiffs and their counsel to represent the Class, and provision of notice to the Class;

B. An order permanently enjoining Ford from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint

C. Injunctive relief in the form of a recall or free replacement/repair program;

D. Equitable relief, including in the form of buyback of the Class Vehicles;

E. Costs, restitution, damages, including punitive damages, penalties, and disgorgement in an amount to be determined at trial;

F. An Order requiring Ford to pay pre- and post-judgment interest on any amounts awarded, as provided by law;

G. An award of reasonable attorneys' fees and costs as permitted by law; and

H. Such other or further relief as may be appropriate.

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury for all claims so triable.

Respectfully submitted,

Dated: June 9, 2023

[redacted]



**IN THE UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF DELAWARE**

[redacted],

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

No. [redacted]

**JURY TRIAL DEMANDED**

**FIRST AMENDED CLASS ACTION COMPLAINT**

Plaintiffs [redacted] individually and on behalf of all others similarly situated (the "Class" as defined below), by and through their attorneys, allege as follows against Defendant Ford Motor Company ("Ford").

## INTRODUCTION

1. The Ford 1.0L EcoBoost engine is a one liter, 3-cylinder engine used in several models of economy, subcompact and compact cars manufactured by Ford. Unfortunately, these engines have an inherent defect related to the oil pump, about which Ford has known but not disclosed to consumers. This defect results in catastrophic engine failure, often shortly outside of the 60,000-mile powertrain warranty as demonstrated below.

2. The defect presents a serious safety hazard because it can cause catastrophic engine failure without warning while driving, lost motive power, and/or sudden limp mode activation, increasing the likelihood of a collision. Moreover, because Ford is aware that the failures – which attract the owners' notice – occur frequently just outside the warranty, it is unfairly transferring the

cost of the warranty repairs to unsuspecting consumers of the economy vehicles in which these engines are equipped.

3. This is a class action brought against Ford by Plaintiffs on behalf of themselves and a class of current and former owners and lessees of model year 2016 or later Ford-brand vehicles equipped with a 1.0L EcoBoost engine ("Class Vehicles"), including 2016-2017 Ford Fiesta vehicles, 2018-2021 Ford EcoSport vehicles and 2016-2018 Ford Focus vehicles.

4. With Manufacturer Suggested Retail Prices ("MSRPs") starting around $16,000 for the Fiesta, $20,000 for the EcoSport, and $18,000 for the Focus, Ford marketed the subcompact and compact Class Vehicles towards budget-minded consumers.

5. In brochures and other advertising materials, Ford consistently touted the "award winning" EcoBoost engine as "A turbo-charged wonder, the award-winning 1.0L EcoBoost engine offers an impressive combination of driveability and fuel efficiency."

6. Ford failed to disclose, however, the fact that the engines equipped in the Class Vehicles are, as described by one Ford Dealership employee, "time bombs" due to a defect that prevents oil from circulating properly that destroys the engine, leaving consumers with a repair bill that frequently exceeds the value of the vehicle. Specifically, the 1.0L EcoBoost engines have manufacturing, workmanship, materials, and/or design defects which lead to a loss of oil pressure and an oil pump failure, causing the oil in the vehicle to slow or stop circulating, increasing engine temperature beyond specifications, and subsequently, causing the engine to seize (the "Oil Pump Defect" or "Defect"). Discovery will show that the Oil Pump Defect is the result of two related problems: (1) defective engine oil pump belt tensioners, which are prone to premature failure and do not meet industry or manufacturer standards; and (2) Ford's use of insufficiently robust materials for the belts, going against decades of automotive industry knowledge.

7. Plaintiffs and Class member are often unable to determine that their vehicles suffer from the Defect until the engine malfunctions while their vehicle is being driven, creating a significant safety hazard. Symptoms of the Defect include abnormal noise coming from the engine compartment, increasing engine temperature, and a drop in oil pressure. If the driver is lucky, the

low oil pressure warning light will illuminate, giving them time to pull over to the side of the road. However, the Defect can also cause the engine to stall or fail without warning, or put the vehicle into "limp mode," causing the vehicle to decelerate or stop suddenly in the middle of traffic.

8. The Defect is inherent in each Class Vehicle and was present at the time of sale or lease to each Class Member. Each of the 1.0L EcoBoost engines installed in the Class Vehicles is identical or substantially similar, in that Ford made no material changes to the engines over the years or by model.[1]

9. Ford has been aware of the Defect for years, as evidenced by several manufacturer communications and technical service bulletins ("TSBs") and large numbers of consumers who have complained about this Defect dating back to at least 2016, including when consumers brought their Class Vehicles to Ford's authorized dealers for repairs, complained to Ford directly via the customer service department, or complained to the National Highway Transportation Safety Administration ("NHTSA").

10. Despite Ford's knowledge of the Defect, which renders the Class Vehicles hazardous and unsuitable for their intended purpose, it has failed to provide adequate repairs under warranty, and has also failed to disclose the Defect to unsuspecting consumers.

11. Due to the undisclosed Oil Pump Defect, Plaintiffs and Class Members were deprived of the benefit of their bargain in purchasing or leasing their Ford vehicles. These customers continue to have to live with the risks of their vehicles stalling in the middle of traffic, potential engine failure and costly replacements, and diminution of value of their vehicles. Plaintiffs accordingly seek relief both for themselves and for other current and former owners or lessees of these Class Vehicles.

[1] For example, Ford often issues technical service bulletins for all vehicles with this particular engine, regardless of model or model year, for a variety of known issues. This includes a separate known defect of the 1.0 EcoBoost engine in which coolant escapes from the engine, causing catastrophic engine damage. At least one bulletin regarding this issue was issued on October 15, 2018, directed at vehicles with the 1.0 EcoBoost engine including 2014-2017 Fiesta, 2015-2018 Focus, 2018-2019 EcoSport vehicles entitled "SSM 47587."

## JURISDICTION AND VENUE

12. This action is properly before this Court and this Court has subject matter jurisdiction over this action under the Class Action Fairness Act. At least one member of the proposed class is a citizen of a different state than Ford, the number of proposed class members exceeds 100, and the amount in controversy exceeds the sum or value of $5,000,000.00 exclusive of interests and costs. *See* 28 U.S.C. § 1332(d)(2)(A).

13. In addition, under 28 U.S.C. § 1367, this Court may exercise supplemental jurisdiction over the state law claims because all of the claims are derived from a common nucleus of operative facts and are such that Plaintiffs would ordinarily expect to try them in one judicial proceeding. Further, this Court may also exercise supplemental jurisdictions over Plaintiffs' Magnuson-Moss Warranty Act claims.

14. This Court has personal jurisdiction over Defendant because it is incorporated in the State of Delaware; has consented to jurisdiction by registering to conduct business in the state; maintains sufficient minimum contacts in Delaware; and otherwise intentionally avails itself of the markets within Delaware through promotion, sale, marketing and distribution of its vehicles, which renders the exercise of jurisdiction by this Court proper and necessary as Ford is "at home" in Delaware.

15. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a)-(c). A substantial part of the events or omissions giving rise to the claims occurred in this District. Plaintiffs may properly sue Ford in this District, Ford's state of incorporation.

## PARTIES

### I. Plaintiffs

**Plaintiff [redacted]**

16. Plaintiff [redacted] is domiciled in and is a citizen of Oregon.

17. On September 22, 2018, Plaintiff [redacted] purchased a new 2018 Ford EcoSport equipped with a 1.0L EcoBoost engine from Westway Ford, an authorized Ford dealership located in Irving, Texas.

18. Plaintiff [redacted] purchased his vehicle for personal, family, or household use.

19. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase his vehicle. Before making his purchase, Plaintiff [redacted] researched the details about the vehicle by perusing Ford's corporate website and the website hosted by his dealership at the time Westway Ford. He also reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured his of the quality, safety, and reliability of the vehicle, and test drove the vehicle he ultimately purchased. Plaintiff [redacted] selected and ultimately purchased his Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

20. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

21. Had Ford disclosed the Defect before Plaintiff [redacted] purchased his vehicle, he would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted] would have not purchased his Class Vehicle, or would have paid less for the vehicle, had he known of the Defect.

22. In addition, at the time Plaintiff [redacted] purchased his vehicle, and in purchasing his vehicle, he relied upon representations from Ford and its authorized dealership that he saw during his internet research, heard from the salesperson, and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the

Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

23. At all times during his ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced his Class Vehicle according to Ford's recommended maintenance guidelines.

24. On September 3, 2022, when his vehicle had approximately 64,000 miles on the odometer, the oil pressure light illuminated on his dashboard while driving. Within ten minutes of the warning, his vehicle entered into limp mode, forcing him to quickly pull over to the side of the road to avoid a collision. The car's engine had completely seized, preventing him from starting it up again. His car was towed the same day to Courtesy Ford Lincoln, an authorized Ford dealership located in Portland, Oregon.

25. Following their initial inspection, the service technician at the dealership diagnosed the issue as engine failure caused by an oil pump failure. Plaintiff [redacted] was informed that he would be responsible for covering the costs of the engine replacement. The preliminary estimate of the total cost was $6,700.

26. Plaintiff [redacted] contacted Ford directly about the engine replacement via phone on or about September 13, 2022. Following some negotiation with the customer service department of Ford, Ford agreed to cover some of the cost of the engine, but Plaintiff [redacted] was forced to pay $2,387.03 out of pocket for the engine replacement.

27. Due to the difficulty of sourcing a new engine, as well as the time involved in installing a new engine, Plaintiff [redacted] was without his vehicle for two months. As such, he incurred costs for alternative transportation including Lyft rides totaling approximately $342.87. Moreover, his vehicle insurance provider, Farmer's Insurance, initially provided rental assistance while they evaluated a claim Plaintiff [redacted] filed. However, after determining the cause of the problems with Plaintiff [redacted] vehicle were a manufacturer defect, the insurance company declined all coverage and revoked its rental assistance.

28. On October 31, 2022, Plaintiff [redacted] vehicle was returned to him after being held at the dealership for approximately eight weeks.

29. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in his vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification, or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

30. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although he would like to do so.

31. At all times, Plaintiff [redacted], like all Class Members, has attempted to drive his Class Vehicle in a foreseeable manner and in a manner that it was intended to be used.

32. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of his vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff [redacted]**

33. Plaintiff [redacted] is domiciled in and is a citizen of [redacted].

34. In or around August 2018, Plaintiff [redacted] a new 2018 Ford EcoSport equipped with a 1.0L EcoBoost engine from Suburban Ford, an authorized Ford dealership located in [redacted].

35. Plaintiff [redacted] purchased her vehicle for personal, family, or household use.

36. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase her vehicle. Before making her purchase, Plaintiff [redacted] reviewed details

about vehicle contained on both Ford's website and websites for several Ford dealerships, along with various paper flyers. She also reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured her of the quality, safety, and reliability of the vehicle, and test drove the vehicle she ultimately purchased. Plaintiff [redacted] selected and ultimately purchased her Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

37. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

38. Had Ford disclosed the Defect before Plaintiff [redacted] purchased her vehicle, she would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted] would have not purchased her Class Vehicle, or would have paid less for the vehicle, had she known of the Defect.

39. In addition, at the time Plaintiff [redacted] purchased her vehicle, and in purchasing her vehicle, she relied upon representations from Ford and its authorized dealership that she saw during her internet research, read in promotional material disseminated by Ford, heard from the salesperson, and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

40. At all times during her ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced her Class Vehicle according to Ford's recommended maintenance guidelines.

41. On January 14, 2023, when her vehicle had approximately 60,705 miles on the odometer, the oil pressure light illuminated on the dashboard while her husband was driving the vehicle, forcing him to pull over to the side of the road and confirm that the oil level on the dipstick was not low. He drove the vehicle to Bell Tire in Chesterfield, Michigan, who advised him to have the car towed to the nearest Ford dealership. Plaintiff [redacted] vehicle was towed to Suburban Ford that same day. The dealership diagnosed the vehicle having a failed oil pump which had damaged the engine such that an engine replacement was required.

42. Despite being within the time limitations of the warranty and barely over the mileage limitation by only 705 miles, Plaintiff [redacted] was informed that she would be responsible for covering the costs of the engine replacement and that warranty coverage would not apply. The preliminary estimate of the total cost came out to around $6,270.99, which did not include the cost to have the car towed to the dealership. The dealership reached out to Ford corporate on her behalf to ask about financial assistance towards the repair costs, but Ford declined to cover any of the costs.

43. On February 23, 2023, the dealership returned the vehicle to Plaintiff [redacted] after approximately 5 weeks due to difficulty in sourcing the engine.

44. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in her vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification, or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

45. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although she would like to do so.

46. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive her Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

47. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff [redacted]**

48. Plaintiff [redacted] is domiciled and is a citizen of New Jersey.

49. On May 15, 2019, Plaintiff [redacted] purchased a new 2019 Ford EcoSport equipped with a 1.0L EcoBoost engine at Chapman Ford, an authorized Ford dealership located in [redacted]

50. Plaintiff [redacted] purchased her vehicle for personal, family, or household use.

51. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase her vehicle. Before making her purchase, Plaintiff [redacted] reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component and test drove the vehicle she ultimately purchased.

52. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

53. Had Ford disclosed the Defect before Plaintiff [redacted] purchased her vehicle, she would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted] would have not purchased her Class Vehicle, or would have paid less for the vehicle, had she known of the Defect.

54. In addition, at the time Plaintiff [redacted] purchased her vehicle, and in purchasing her vehicle, she relied upon representations from Ford and its authorized dealership that she reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations

and the omission of the disclose of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

55. At all times during her ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced her Class Vehicle according to Ford's recommended maintenance guidelines.

56. In or around November 2022, when the vehicle had approximately 56,000 miles on the odometer, the powertrain warning light began flashing on her dashboard while she was driving on the highway. She pulled her car to the side of the road, turned it off and re-started it, and the warning light disappeared.

57. When the powertrain warning light began appearing at least two to three times during a given week, she brought her car into Chapman Ford. Her dealership ran a diagnostic and did not find any Diagnostic Trouble Codes indicating that the engine's control module recorded a problem. The dealership concluded that there was nothing they could do until something else was to happen as result of the warning light going off. She checked with Protech as well, a third-party repair shop located in Philadelphia, Pennsylvania, who made the same assessment as Chapman Ford that there was nothing else that could be done unless something else were to happen with the vehicle besides the light coming-on.

58. On or around February 12, 2023, when her vehicle had approximately 64,000 miles on the odometer, the oil pressure light illuminated on her dashboard while driving home from work over the Walt Whitman Bridge. She managed to get her car safely across the bridge before pulling it to the side of the road.

59. The vehicle was towed to Holman Ford, an authorized Ford dealership located in Turnersville, New Jersey. The service technicians at the dealership examined the engine and found debris within the engine from the deteriorated oil pump belt, as well as metal shavings resulting from metal-on-metal damage due to insufficient oil circulation within the engine. Due to the poor oil circulation, debris, and metal shavings, the engine suffered catastrophic failure and required

replacement. Plaintiff [redacted] was told she would be responsible for covering the costs of the engine replacement. The preliminary estimate of the total cost came out to around $8,648 before tax.

60. Unable to afford the repair, Plaintiff [redacted] contacted Ford to ask for assistance in paying for the repair. Ford refused. Plaintiff [redacted] then had her car towed to ProTech. Their estimate for an engine replacement totaled $6,208.52.

61. On March 2, 2023, Plaintiff's vehicle was returned after having a replacement engine installed by Protech. The repair took approximately 2.5 weeks and for approximately 2.5 weeks and Plaintiff [redacted] paid $994.72 at her own expense for a rental vehicle for alternate transportation during that time.

62. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in her vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

63. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although she would like to do so.

64. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive her Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

65. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintif[redacted]**

66. Plaintiff [redacted] is domiciled in and a citizen of California.

67. On or around October 2018, Plaintiff [redacted] leased a new 2018 Ford EcoSport from Ford of Upland, an authorized Ford dealership located in Upland, California.

68. Following the expiration of her lease, Plaintiff [redacted] purchased her vehicle outright.

69. Plaintiff [redacted] purchased her vehicle for personal, family, or household use.

70. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase her vehicle. Before making her purchase, Plaintiff [redacted] reviewed Ford's website that featured representations and details about the vehicle, reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured her of the quality, safety, and reliability of the vehicle, and test drove the vehicle she ultimately purchased. Plaintiff [redacted] selected and ultimately purchased her Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

71. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

72. Had Ford disclosed the Defect before Plaintiff [redacted] purchased her vehicle, she would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted]. Like all members of the Class, Plaintiff [redacted] would have not purchased her Class Vehicle, or would have paid less for the vehicle, had she known of the Defect.

73. In addition, at the time Plaintiff [redacted] purchased her vehicle, and in purchasing her vehicle, she relied upon representations from Ford and its authorized dealership that she saw during her internet research, heard from the salesperson, and reviewed on the

Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

74. At all times during his ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced her Class Vehicle according to Ford's recommended maintenance guidelines.

75. On March 17, 2022, Plaintiff [redacted] when her vehicle had approximately 65,000 miles on the odometer, noticed a knocking noise on her drive home from work. The next morning when she was on her way to the shop for the knocking noise, the noise got much louder and the vehicle's low oil light illuminated. Plaintiff [redacted] then had the vehicle towed to a local independent mechanic, Bertino Automotive Services, located in Rancho Cucamonga, California, to avoid the risk of driving and causing damage to her engine. The mechanic drained the vehicle's oil pan and found rock-sized pieces of the engine in the oil, indicating that the engine had already suffered catastrophic damage and failure. She was informed that the entire engine would need to be replaced due to an oil pump failure.

76. Following their diagnosis, Plaintiff [redacted] had the vehicle towed to Ford of Upland, which performed a diagnostic process and said the entire engine did need to be replaced due to an oil pump failure. The initial quote for the replacement engine was $5,000. Ford agreed to pay $3,000 of the cost, leaving Plaintiff [redacted] to pay $2,000. However, when Plaintiff [redacted] went to pick her vehicle up, the dealership charged her another $375 for parts not included in the initial quote and not covered by Ford. As a result, Plaintiff [redacted] paid $2,375 for the attempted repair to the vehicle.

77. On May 13, 2022, Plaintiff [redacted] retrieved her vehicle from the dealership, after nearly four weeks.

78. Since the attempted repair, Plaintiff [redacted] has returned her vehicle to Ford of Upland several times due to the check engine light illuminating sporadically. Each time, she was told "it was probably a faulty signal issue," but no repairs were attempted.

79. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in her vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification, or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

80. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although she would like to do so.

81. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive her Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

82. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff [redacted]**

83. Plaintiff [redacted] is domiciled in and is a citizen of [redacted]

84. On or around July 27, 2020, Plaintiff [redacted] purchased a used 2019 Ford EcoSport equipped with a 1.0L EcoBoost engine with approximately 31,282 miles on the odometer from Offlease Only, a used car dealer located in [redacted]

85. Plaintiff [redacted] purchased his vehicle for business purposes, as he owns and manages a driving school.

86. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase his vehicle. Before making his purchase, Plaintiff [redacted] reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component and other pertinent details about the vehicle supplied on Offlease's website. He has also been a longtime owner of various Ford vehicles over the last few decades. Plaintiff [redacted] selected and ultimately purchased his Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

87. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

88. Had Ford disclosed the Defect before Plaintiff [redacted] purchased his vehicle, he would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted] would have not purchased his Class Vehicle, or would have paid less for the vehicle, had he known of the Defect.

89. In addition, at the time Plaintiff [redacted] purchased his vehicle, and in purchasing his vehicle, he relied upon representations from Ford and information found on both the Monroney sticker and Offlease's website that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

90. At all times during his ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced his Class Vehicle according to Ford's recommended maintenance guidelines.

91. In May of 2022, when the vehicle had approximately 62,000 miles on the odometer, the oil pressure light illuminated on the dashboard along with several other system warning lights while Plaintiff [redacted] was driving the vehicle. He pulled over the vehicle to the side of the road and subsequently, the engine failed to restart. He had the vehicle towed to Safford Ford, an authorized Ford dealership located in [redacted].

92. Following an inspection, the technician at the dealership provided an engine failure diagnosis. The engine failed due to a shredded oil pump belt. Despite being just 2,000 miles over 60,000 miles Ford did not cover his replacement engine. Plaintiff [redacted] paid $6,398 for a replacement engine.

93. Plaintiff [redacted] also incurred additional out of pocket costs including but not limited to $100 for towing costs.

94. Plaintiff [redacted] was without his vehicle for approximately two months due to difficulty of the dealership in getting a new engine.

95. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in his vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification, or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

96. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although he would like to do so.

97. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive his Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

98. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of his vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff [redacted]**

99. Plaintiff [redacted] is domiciled in and a citizen of Texas.

100. In or around November 2019, Plaintiff [redacted] purchased a new 2019 Ford EcoSport equipped with a 1.0L EcoBoost engine from Stanley Ford, an authorized dealership located in Sweetwater, Texas.

101. Plaintiff [redacted] purchased her vehicle for personal, family, or household use.

102. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase her vehicle. Before making her purchase, Plaintiff [redacted] reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured her of the quality, safety, and reliability of the vehicle, and test drove the vehicle she ultimately purchased. Plaintiff [redacted] selected and ultimately purchased her Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

103. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

104. Had Ford disclosed the Defect before Plaintiff [redacted] purchased her vehicle, she would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted]

would have not purchased her Class Vehicle, or would have paid less for the vehicle, had she known of the Defect.

105. In addition, at the time Plaintiff [redacted] purchased her vehicle, and in purchasing her vehicle, she relied upon representations from Ford and its authorized dealership that she heard from the salesperson and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

106. At all times during his ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced her Class Vehicle according to Ford's recommended maintenance guidelines.

107. On or around March 11, 2023, when her car had approximately 79,300 miles on the odometer, the oil pressure light illuminated on her dashboard while traveling to Illinois. The vehicle completely died when she was trying to make it to the nearest gas station. She paid $65 out-of-pocket initially to get it towed to Stanley Ford. Her car insurance payments went up by $200 as result of the towing. Then on March 12, 2023, she rented a U-Haul for $500 to transport her vehicle to a third-party mechanic shop, Dempsey Auto Repair, located in Abilene, Texas. The mechanic there told her the entire engine needed to be replaced as result of an oil pump failure.

108. The preliminary estimate of the total cost came out to around $7,555 by her mechanic.

109. She reached out to Ford to inquire about getting financial support towards the repair costs, but Ford declined to pay any amount towards the repair cost and instead informed her that their quote for the out-of-warranty engine replacement would be between $10,000-$12,000. Plaintiff Vasquez ended up getting her vehicle repaired by the third-party repair shop due to a lower bid for the repair cost. In total, she spent approximately $8,000 out-of-pocket for the repairs and other related expenses.

110. While the repairs were in-process, Plaintiff [redacted] was without a vehicle for nearly three weeks.

111. On March 29, 2023, Plaintiff [redacted] vehicle was returned after being held at Dempsey Auto for nearly three weeks.

112. Had Ford disclosed the Oil Pump Defect, Plaintiff [redacted] would not have purchased her Class Vehicle or would have paid significantly less for it.

113. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

114. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in her vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

115. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although she would like to do so.

116. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive her Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

117. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff** [redacted]

118. Plaintiff [redacted] is domiciled in and is a citizen of [redacted]

119. In or around August 2019, Plaintiff [redacted] leased a 2019 Ford EcoSport equipped with a 1.0L EcoBoost engine from Varsity Ford located in [redacted]

120. Plaintiff leased her vehicle for personal, family, or household use.

121. Passenger safety and reliability were important factors in [redacted] decision to lease her vehicle. Before entering into her lease, Plaintiff [redacted] reviewed details about the vehicle on Ford's website and a brochure that was mailed to her home. She also reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured her of the quality, safety, and reliability of the vehicle, and test drove the vehicle she ultimately leased. Plaintiff [redacted] selected and ultimately leased her Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

122. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

123. Had Ford disclosed the Defect before Plaintiff [redacted] leased her vehicle, she would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted] would have not leased her Class Vehicle, or would have paid less for the vehicle, had she known of the Defect.

124. In addition, at the time Plaintiff [redacted] leased her vehicle, and in leasing her vehicle, she relied upon representations from Ford and its authorized dealership that she saw during her internet research, read in promotional material disseminated by Ford, heard from the salesperson, and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in leasing the vehicle, and

absent those representations and omissions, would not have leased the vehicle or would have paid less for it.

125. At all times during his ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced her Class Vehicle according to Ford's recommended maintenance guidelines.

126. On or around March 21, 2023, when her car had approximately 65,000 miles on the odometer, the oil pressure light illuminated on her dashboard. She managed to get the car to Varsity Ford where it was inspected. The inspection found that the oil pump belt tensioner had failed, requiring an engine replacement.

127. Plaintiff [redacted] was informed she would be responsible for covering the costs of the engine replacement. The total repair cost was estimated at $5,612.31.

128. While the repairs were in-process, Plaintiff [redacted] was without a vehicle for nearly two weeks.

129. On or about April 4, 2023, Plaintiff [redacted] vehicle was returned after being held at the dealership for approximately two weeks.

130. On or about April 24, 2023, Plaintiff [redacted] sent a letter via certified mail to Ford Corporate to inquire about getting financial coverage for the money spent out-of-pocket on the repair. Ford offered $5,000 towards the overall repair costs. Plaintiff [redacted] was still responsible for the remaining $612.31.

131. Had Ford disclosed the Oil Pump Defect, Plaintiff [redacted] would not have leased her Class Vehicle or would have paid significantly less for it.

132. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

133. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in her vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification or change to the

maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

134. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase or lease another Class Vehicle although she would like to do so.

135. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive her Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

136. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff [redacted]**

137. Plaintiff [redacted] is domiciled in and is a citizen of Florida.

138. On April 3, 2019, Plaintiff [redacted] purchased a new 2018 Ford EcoSport equipped with a 1.0L EcoBoost engine from Kisselback Ford located in Saint Cloud, Florida.

139. Plaintiff [redacted] purchased his vehicle for personal, family, or household use.

140. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase his vehicle. Before making his purchase, Plaintiff [redacted] reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured his of the quality, safety, and reliability of the vehicle, and test drove the vehicle he ultimately purchased. Plaintiff [redacted] selected and ultimately purchased his Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The

purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

141. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the power train system. Ford's omissions were material to Plaintiff [redacted]

142. Had Ford disclosed the Defect before Plaintiff [redacted] purchased his vehicle, he would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted] would have not purchased his Class Vehicle, or would have paid less for the vehicle, had he known of the Defect.

143. In addition, at the time Plaintiff [redacted] purchased his vehicle, and in purchasing his vehicle, he relied upon representations from Ford and its authorized dealership that he heard from the salesperson and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclose of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

144. On March 31, 2022, when his vehicle had approximately 65,000 miles on the odometer, the oil pressure light illuminated on his dashboard while he was driving on a busy highway, forcing him to cautiously decelerate his vehicle and maneuver it to the side of the road. Plaintiff [redacted] is on active duty for the National Guard and was heading to an assignment at time, but he was forced to call and cancel due to his vehicle's unexpected engine failure. A tow truck transported his car to the closest authorized Ford dealership, Kisselback Ford, located about approximately 35 miles away.

145. After inspecting the vehicle, the dealership confirmed that the vehicle had experienced an oil pump tensioner failure that had caused the vehicle's engine to fail. He was informed that he would be required to pay approximately $8,200 out-of-pocket for the complete engine replacement needed to remedy the issue.

146. Rather than pay $8,200 for the engine repair, Plaintiff [redacted] ended up trading-in his Ford EcoSport vehicle back to his dealership at an estimated $3,000-$5,000 loss. To replace the Ford EcoSport vehicle, he ended up purchasing a Honda CR-V Hybrid vehicle.

147. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although he would like to do so.

148. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive his Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

149. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of his vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff** [redacted]

150. Plaintiff [redacted] is domiciled in and is a citizen of [redacted].

150. On or about July 25, 2019, Plaintiff [redacted] purchased a new 2019 Ford EcoSport equipped with a 1.0L EcoBoost engine from Ken Wilson Ford located in Bryson City, North Carolina.

151. Plaintiff [redacted] purchased her vehicle for personal, family, or household use.

152. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase her vehicle. Before making her purchase, Plaintiff [redacted] reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured her of the quality, safety, and reliability of the vehicle, and test drove the vehicle she ultimately purchased. Plaintiff [redacted] selected and ultimately purchased her Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The

purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

153. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

154. Had Ford disclosed the Defect before Plaintiff [redacted] purchased her vehicle, she would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted] would not have purchased her Class Vehicle, or would have paid less for the vehicle, had she known of the Defect.

155. In addition, at the time Plaintiff [redacted] purchased her vehicle, and in purchasing her vehicle, she relied upon representations from Ford and its authorized dealership that she heard from the salesperson and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclosing of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

156. At all times during her ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced her Class Vehicle according to Ford's recommended maintenance guidelines.

157. On or about November 6 2022, when her vehicle had approximately 60,000 miles on the odometer, the oil pressure light illuminated on the dashboard while driving the vehicle down a four-lane highway with her daughters in the vehicle, forcing her to pull over to the side of the road. Knowing her vehicle was outside the powertrain warranty, Plaintiff [redacted] had the vehicle towed to Chips Automotive & Diesel Repair located in Bryson City, North Carolina, a third-party repair shop, the next day on November 7, 2022. The technician at the repair shop diagnosed the vehicle as having a failed oil pump which had damaged the engine such that an engine replacement

was required. Due to difficulty in procuring the replacement parts, the repair itself was delayed for several months.

158. On March 31, 2023, the repair shop returned the vehicle to Plaintiff [redacted] after approximately five months of being without the vehicle. She ended up paying approximately $5034.64 for the repair costs.

159. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in her vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

160. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although she would like to do so.

161. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive her Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

162. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff** [redacted]

163. Plaintiff [redacted] is domiciled in and is a citizen of [redacted]

164. On or about July 20, 2020, Plaintiff [redacted] purchased a new 2020 Ford EcoSport equipped with a 1.0L EcoBoost engine from Miracle Ford, an authorized Ford dealership located in [redacted]

165. Plaintiff [redacted] purchased her vehicle for personal, family, or household use.

166. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase her vehicle. Before making her purchase, Plaintiff [redacted] reviewed details about the vehicle on several online websites including Car and Driver in addition to details about the vehicle featured on the Ford dealership's website. She also reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative of the authorized Ford dealership who assured her of the quality, safety, and reliability of the vehicle, and test drove the vehicle she ultimately purchased. Plaintiff [redacted] selected and ultimately purchased her Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

167. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

168. Had Ford disclosed the Defect before Plaintiff [redacted] purchased her vehicle, she would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted] would not have purchased her Class Vehicle, or would have paid less for the vehicle, had she known of the Defect.

169. In addition, at the time Plaintiff [redacted] purchased her vehicle, and in purchasing her vehicle, she relied upon representations from Ford and its authorized dealership that she saw during her internet research, heard from the salesperson, and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclosing of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

170. At all times during her ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced her Class Vehicle according to Ford's recommended maintenance guidelines.

171. On July 27, 2023, when her vehicle had approximately 87,000 miles on the odometer, the oil pressure light illuminated on the dashboard while driving the vehicle onto a busy interstate. The vehicle began to lose power, forcing her to maneuver the vehicle safely off the highway and pull the vehicle over to the side of the road. She contacted her local dealership to have her vehicle towed for an inspection.

172. When the vehicle was brought in for inspection, the technician seemed to know the precise problem from just her description of events. After they inspected the car, they confirmed that the vehicle's engine experienced an oil pump failure that would require a new engine.

173. As her car was at 87,000 miles and outside the powertrain warranty, Plaintiff [redacted] was informed that she would be responsible for covering the costs of the engine replacement that would cost approximately $8,300. Having no other recourse, Plaintiff [redacted] paid an initial deposit of $4,000 towards the repair costs.

174. Since a replacement engine was on backorder, Plaintiff [redacted] car has been sitting on the dealership's lot since July 27, 2023, and has yet to receive the engine repair. During this time, she has paid $1,069 for a rental vehicle up until September 5, 2023.

175. Unsure of when her car's engine repair would be completed, she ended up turning the rental vehicle back in and purchasing another vehicle for the time being. She spent an additional $33,991.89 to purchase a 2017 Jeep Wrangler unlimited from Toyota [redacted] located in [redacted]

176. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in her vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

177. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although she would like to do so.

178. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive her Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

179. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiff** [redacted]

180. Plaintiff [redacted] is domiciled in and is a citizen of [redacted]

181. On or about May 12, 2021, Plaintiff [redacted] purchased a used, preowned certified 2018 Ford EcoSport equipped with a 1.0L EcoBoost engine from Clark Crain Chrysler a dealer located in [redacted]

182. Plaintiff [redacted] purchased her vehicle for personal, family, or household use.

183. Passenger safety and reliability were important factors in Plaintiff [redacted] decision to purchase her vehicle. Before making her purchase, Plaintiff [redacted] reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, spoke to a representative at the dealership who assured her of the quality, safety, and reliability of the vehicle, and test drove the vehicle she ultimately purchased. Plaintiff [redacted] selected and ultimately purchased her Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe, reliable transportation. The purchase

was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

184. None of the information provided to Plaintiff [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiff [redacted]

185. Had Ford disclosed the Defect before Plaintiff [redacted] purchased her vehicle, she would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiff [redacted] Like all members of the Class, Plaintiff [redacted] would not have purchased her Class Vehicle, or would have paid less for the vehicle, had she known of the Defect.

186. In addition, at the time Plaintiff [redacted] purchased her vehicle, and in purchasing her vehicle, she relied upon representations from Ford that she heard from the salesperson and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiff [redacted] relied on those representations and the omission of the disclosing of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

187. At all times during her ownership of the vehicle, Plaintiff [redacted] properly maintained and serviced her Class Vehicle according to Ford's recommended maintenance guidelines.

188. On March 3, 2023, when her vehicle had approximately 82,159 miles, the low oil pressure light came on while she was driving the vehicle. Her engine also started making clanking noises before it suddenly lost power, forcing her to quickly maneuver the car safely to the side of the road.

189. Initially, she had the car towed to Druscilla Car Care, a third-party repair shop, to be inspected by her regular mechanic. The mechanic inspected the vehicle, determining that the vehicle could be having some kind of internal timing belt problem.

190. On March 6, 2023, the car was towed from the mechanic's shop to Hollingsworth Ford, an authorized Ford dealership located in Baton Rouge, Louisiana. She incurred towing costs of approximately $300 up to this point. The technician at the dealership inspected the vehicle and confirmed that the vehicle had experienced engine failure that would require a rebuilt engine. The dealership estimated the costs to be approximately $7,441.55 for the repair.

191. As she was outside the powertrain warranty and her extended warranty policy declined to cover the costs, Plaintiff [redacted] was responsible for paying the repair costs. On May 15, 2023, Plaintiff [redacted] ended up having to take a loan out for $5,000 to pay the overall repair bill after both her and the dealership reached an agreement to decrease the total of the bill to equal the maximum loan amount she could take out for the repair. After making 42 months of making monthly payments of $151, she will end up having to pay $6,342 in total after interest.

192. On May 31, 2023, the dealership returned her vehicle to her after the initial repairs had been performed. After driving the vehicle for thirty miles, the vehicle's powertrain light came on, forcing her to bring the vehicle back into the dealership for another repair saying that it was as result of a bad sensor. The costs for this additional repair were fully covered by her extended warranty plan. Plaintiff [redacted] had to wait till July 5, 2023, to have the vehicle returned to her. Eventually, the dealership did provide Plaintiff [redacted] with a loaner on June 5, 2023, and a second loaner on June 22, 2023 after returning the first loaner.

193. During the time she was without her vehicle, she lost about three months' worth of rideshare work due to not having a working vehicle. The work provided a monthly income valued at approximately $800 that usually made up about half of her monthly income.

194. Because the Defect is inherent in the engine, the replacement engine suffers from same Defect as the original engine in her vehicle. To date, Plaintiff [redacted] has received no notification from Ford about any potential permanent repair or modification or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine.

195. As a result of the Defect, Plaintiff [redacted] has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless, Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiff [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although she would like to do so.

196. At all times, Plaintiff [redacted] like all Class Members, has attempted to drive her Class Vehicle in a foreseeable manner and [redacted] a manner in which it was intended to be used.

197. Additionally, as a result of the Defect, Plaintiff [redacted] has incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of her vehicle, and lost time. Plaintiff [redacted] 's vehicle has also suffered diminution in value due to the Defect and loss of resale value.

**Plaintiffs [redacted]**

198. Plaintiffs [redacted] and [redacted] are domiciled in and citizens of Texas.

199. On or about January 12, 2021, Plaintiffs [redacted] purchased a new 2020 Ford EcoSport equipped with a 1.0L EcoBoost engine from [redacted] Ford, a Ford-authorized dealer located in [redacted]

200. Plaintiffs [redacted] purchased their vehicle for personal, family, or household use.

201. Passenger safety and reliability were important factors in Plaintiffs [redacted] decision to purchase their vehicle. Before making their purchase, Plaintiffs [redacted] reviewed details about the vehicle on several online websites in addition to details about the vehicle featured on the Ford-authorized dealership's website. They also reviewed the window sticker (the "Monroney" sticker) which listed the 1.0L EcoBoost engine as a component, and spoke to a representative of the authorized Ford dealership who assured them of the quality, safety, and reliability of the vehicle. Plaintiffs [redacted] selected and ultimately purchased their Class Vehicle because the vehicle was represented to be and was marketed as a high-quality vehicle capable of providing safe,

reliable transportation. The purchase was made in part on the advertised safety, reliability, and quality of the vehicle and its components, including its engine.

202. None of the information provided to Plaintiffs [redacted] disclosed any defects in the engine or the powertrain system. Ford's omissions were material to Plaintiffs [redacted]

203. Had Ford disclosed the Defect before Plaintiffs [redacted] purchased their vehicle, they would have seen such disclosures and been aware of them. Indeed, Ford's misstatements and omissions were material to Plaintiffs [redacted] Like all members of the Class, Plaintiffs [redacted] would not have purchased their Class Vehicle, or would have paid less for the vehicle, had they known of the Defect.

204. In addition, at the time Plaintiffs [redacted] purchased their vehicle, and in purchasing their vehicle, they relied upon representations from Ford and its authorized dealership that they heard from the salesperson, and reviewed on the Monroney sticker that the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and effectively. Plaintiffs [redacted] relied on those representations and the omission of the disclosing of the Defect, in purchasing the vehicle, and absent those representations and omissions, would not have purchased the vehicle or would have paid less for it.

205. At all times during their ownership of the vehicle, Plaintiffs [redacted] properly maintained and serviced their Class Vehicle according to Ford's recommended maintenance guidelines.

206. On or around June 12, 2023, when Plaintiffs [redacted] vehicle had approximately 77,000 miles, Plaintiff [redacted] was driving their vehicle on the freeway when she heard an audible "ding," followed by a second "ding." The low oil pressure light then illuminated on the dashboard and the vehicle went into limp mode, reducing speed suddenly.

207. Plaintiff [redacted] managed to get the vehicle off the freeway before it completely shut down. She then had the vehicle towed to Town East Ford, an authorized Ford dealership located in [redacted] The dealership found multiple diagnostic trouble codes, including P0011, P0017, P03655, and P0369.

208. The [redacted] Ford technician was unable to test the oil pressure, but when he removed the oil filter, he found pieces of the oil pump belt and metal in the oil filter. Due to debris from the oil pump belt, Ford's dealership recommended the long block of the engine be replaced. Plaintiffs [redacted] authorized the repair at a cost of $8,204.86. Ford's authorized dealer returned the vehicle to Plaintiffs [redacted] on July 20, 2023.

209. Despite this ostensible repair, Plaintiff [redacted] subsequently experienced the vehicle dying again while being driven on or about August 8, 2023. The vehicle was again delivered to Town East Ford, which diagnosed the issue as a bad battery. The dealership replaced the battery and Plaintiffs [redacted] paid $276.92 out of pocket for this service.

210. Despite this second ostensible repair, however, Plaintiffs [redacted] vehicle was not permanently repaired. On or around August 17, 2023, the check engine light on the [redacted] vehicle again illuminated and Plaintiffs [redacted] returned the vehicle to Ford's authorized dealership for repair. The dealership found a leak in the vapor management valve and determined that the purge valved needed to be replaced. Plaintiffs [redacted] paid over $400.00 out of pocket for this service. Given the repeated issues with the vehicle, the Ford-authorized dealership also recommended trading in the vehicle.

211. Because the Defect is inherent in the engine, the replacement engine and components suffer from the same Defect as the original engine and components in Plaintiffs [redacted] vehicle. To date, Plaintiffs [redacted] have received no notification from Ford about any potential permanent repair or modification or change to the maintenance schedule which would either repair the Defect or prevent the Defect from causing damage to the new engine components.

212. As a result of the Defect, Plaintiffs [redacted] have lost confidence in the ability of their Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless Ford fully discloses the Defect, a permanent repair or modification, and/or a change to the maintenance schedule to prevent the Defect from causing damage, Plaintiffs [redacted] will be unable to rely on future advertising or labeling of the Class Vehicles, and so will not purchase another Class Vehicle although they would like to do so.

213. At all times, Plaintiffs [redacted] like all Class Members, have attempted to drive their Class Vehicle in a foreseeable manner and in a manner in which it was intended to be used.

214. Additionally, as a result of the Defect, Plaintiffs [redacted] have incurred out-of-pocket expenses to remedy the Defect, service costs, loss of use of their vehicle, and lost time. Plaintiffs [redacted] 's vehicle has also suffered diminution in value due to the Defect and loss of resale value.

## II. Defendant

215. Ford Motor Company is a Delaware limited liability company with its corporate headquarters located at 1 American Road, Dearborn, Michigan 48126. Ford Motor Company is registered to do business in the State of Delaware. Ford designs, manufacturers, markets, and distributes motor vehicles, parts, and other automotive products for sale in the United States and throughout the world. Ford is the warrantor and distributor of the Class Vehicles in Delaware and throughout the United States.

216. At all relevant times, Ford is engaged in the business of designing, manufacturing, constructing, assembling, warranting, marketing, advertising, distributing, and selling vehicles and motor vehicle components, including the Class Vehicles, under the "Ford", "Lincoln", and other brand names in Delaware and throughout the United States of America.

217. In order to sell vehicles to the general public, Ford enters into agreements with dealerships who are then authorized to sell Ford vehicles to consumers such as Plaintiff. In return for the exclusive right to sell new Ford vehicles in a geographic area, authorized dealerships are also permitted to service and repair these vehicles under the warranties Defendant provides directly to consumers. These contracts give Defendant a significant amount of control over the actions of the dealerships, including sales and marketing of vehicles and parts for those vehicles. All service and repair at an authorized dealership are also completed according to Ford's explicit instructions, issued through service manuals, technical service bulletins ("TSBs"), and other documents. Per the agreements between Defendant and the authorized dealers, consumers such as Plaintiffs can

receive services under Defendant's issued warranties at dealer locations that are convenient to them.

218. Ford also develops and disseminates the owners' manuals, warranty booklets, maintenance schedules, advertisements, and other promotional materials relating to the Class Vehicles. Ford is also responsible for the production and content of the information on the Moroney Stickers.

219. Ford also develop and disseminates the owners' manuals, warranty booklets, maintenance schedules, advertisements, and other promotional materials relating to the Class Vehicles. Ford is also responsible for the production and content of the information on the Moroney Stickers.

## FACTUAL ALLEGATIONS

220. For years, Ford has designed, manufactured, distributed, sold, leased, and warranted the Class Vehicles.

221. Ford marketed and sold thousands of Class Vehicles nationwide, including through its nationwide network of authorized dealers and service providers. Ford sells its vehicles through its authorized dealerships. After these dealerships sell cars to consumers, including Plaintiffs and Class Members, they acquire additional vehicles inventory from Ford to replace the vehicle sold, increasing Ford's revenues. Ford also sells replacement parts to its dealerships for use to service, maintain, and repair vehicles, including the Class Vehicles. Thus, Plaintiffs' and Class Members' purchase of Class Vehicles and their replacement parts accrues to the benefit of Ford by increasing its revenues. In 2022, Ford reported its North American revenues was $87 billion.[2]

### I. Ford's Statements About the 1.0L Ecoboost

222. Ford advertises and emphasizes the engineering of the 1.0L EcoBoost in the Class Vehicles, continually referring to the engine as "an impressive combination of driveability and fuel efficiency." In fact, "driveability and efficiency" is Ford's constant refrain in describing the

[2] *See* 2022 Ford Annual Report.

functionality of the 1.0L EcoBoost as these brochures for the Ford Focus from model years 2016 to 2018 demonstrate:

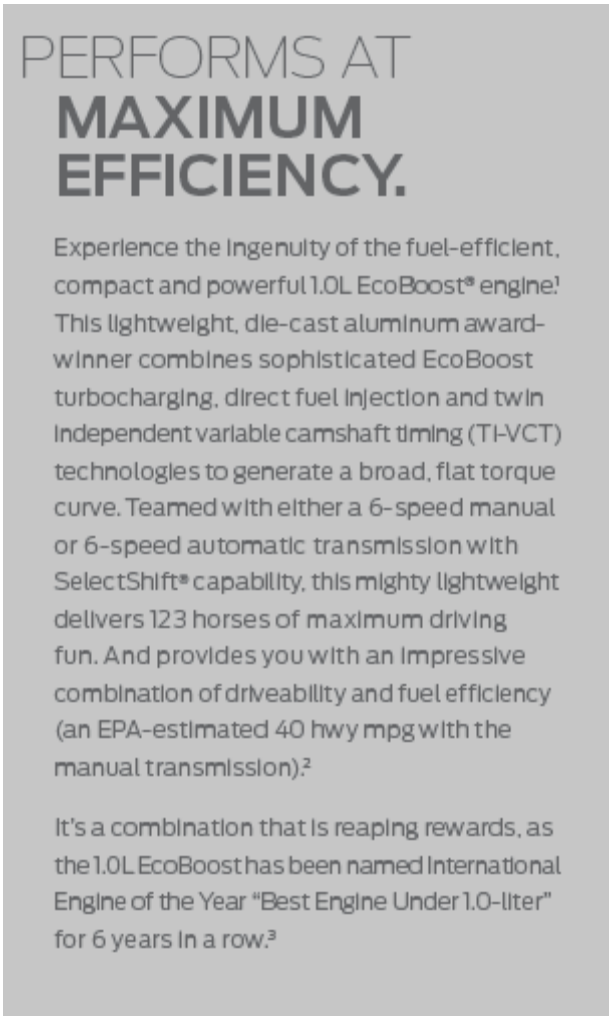



## Experience ingenuity.

1.0 liter of displacement. 3 cylinders. 215 pounds. From these specs, the 1.0L EcoBoost® engine[1] offers cutting-edge engineering.

**With 125 lb.-ft. of torque**, the 1.0L EcoBoost is teamed with a 6-speed manual transmission for 123 horsepower of maximum driving fun. Or you can choose an available 6-speed SelectShift® automatic. This award-winning performer has been named the best engine under 1.0L, according to *Engine Technology International*.[2] It combines direct injection, turbocharging and twin independent variable camshaft timing (Ti-VCT) to generate a broad, flat torque curve. And provide you with an impressive combination of driveability and fuel efficiency (an EPA-estimated 42 hwy mpg with the manual transmission).[3]

223. This mimics the claims about the "driveability and efficiency" 1.0L EcoBoost engines in the Ford EcoSport. But contrary to these assertions, vehicles with the 1.0L EcoBoost are simply not drivable, as exemplified by the experiences of Plaintiffs.



PERFORMS AT
**MAXIMUM EFFICIENCY.**

Experience the ingenuity of the fuel-efficient, compact and powerful 1.0L EcoBoost® engine.[1] This lightweight, die-cast aluminum award-winner combines sophisticated EcoBoost turbocharging, direct fuel injection and twin independent variable camshaft timing (Ti-VCT) technologies to generate a broad, flat torque curve. Teamed with either a 6-speed manual or 6-speed automatic transmission with SelectShift® capability, this mighty lightweight delivers 123 horses of maximum driving fun. And provides you with an impressive combination of driveability and fuel efficiency (an EPA-estimated 40 hwy mpg with the manual transmission).[2]

It's a combination that is reaping rewards, as the 1.0L EcoBoost has been named International Engine of the Year "Best Engine Under 1.0-liter" for 6 years in a row.[3]

224. Ford touted the same characteristics describing "[a] turbocharged wonder" with "an impressive combination of driveability and fuel efficiency" in marketing the 2018 Ford EcoSport:

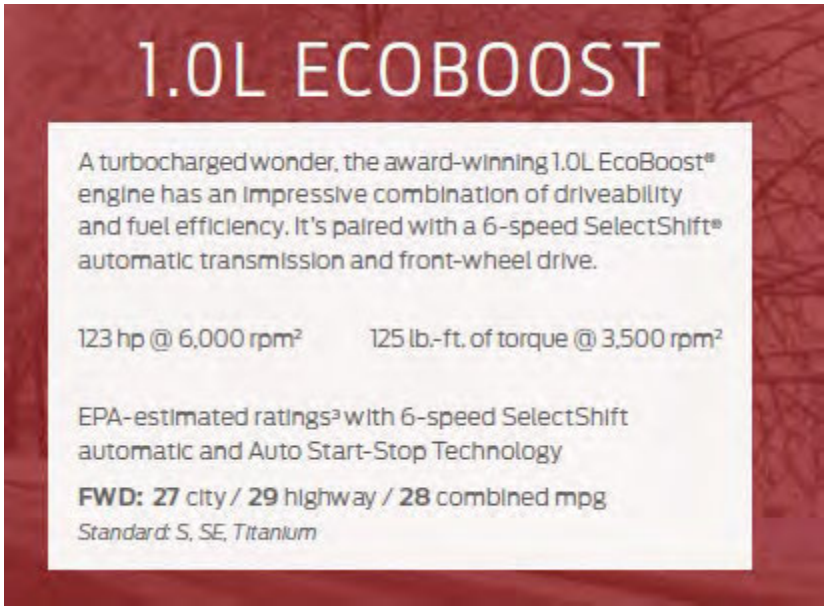
**ZIP AND SIP**

A turbocharged wonder, the award-winning 1.0L EcoBoost® engine[1] has an impressive combination of driveability and fuel efficiency. It's paired with a 6-speed SelectShift® automatic transmission and front-wheel drive (FWD).[1]

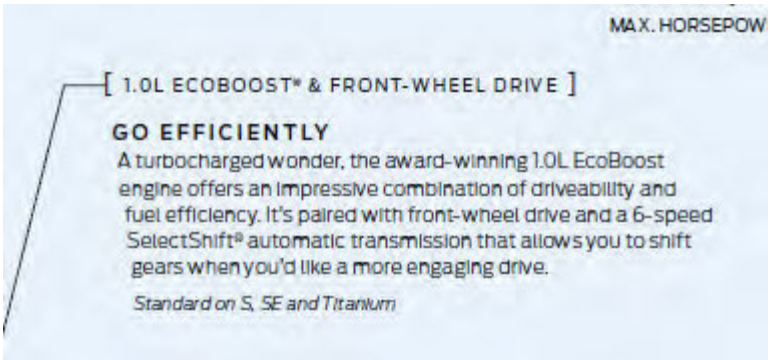
**FIND YOUR SWEET SPOT**

The 2.0L Ti-VCT engine[1] combines direct injection with twin independent variable camshaft timing to deliver an impressive 166 horsepower. It's paired with Intelligent 4WD[1] for enhanced driving fun.

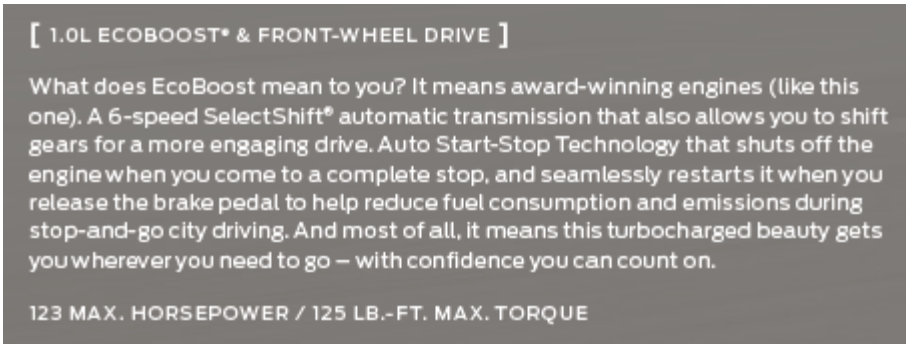
225. Ford repeated the same description of "an impressive combination of driveability and fuel efficiency" for the 2019 Ford EcoSport:



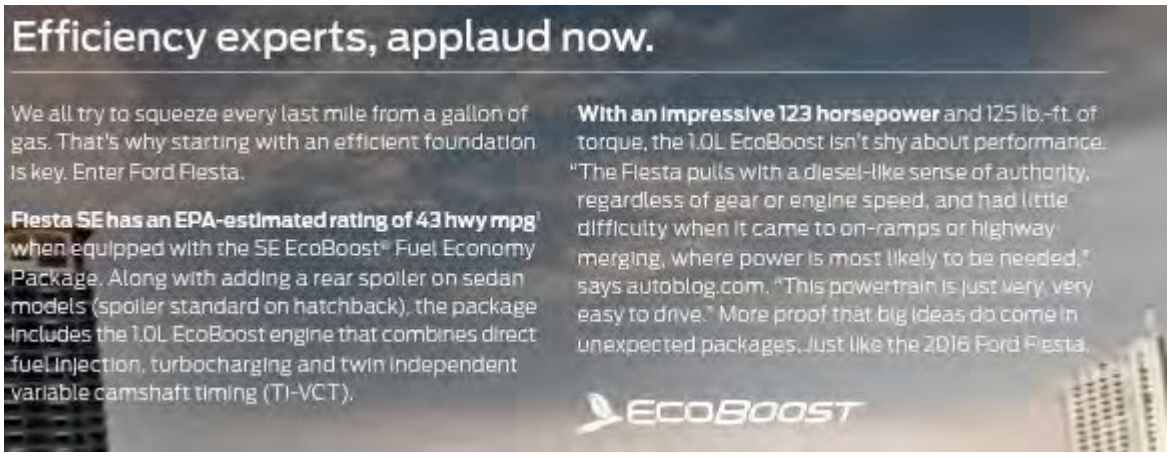
226. Ford similarly describes the "turbocharged wonder" that "offers an impressive combination of driveability and fuel efficiency" for the 2020 Ford EcoSport:



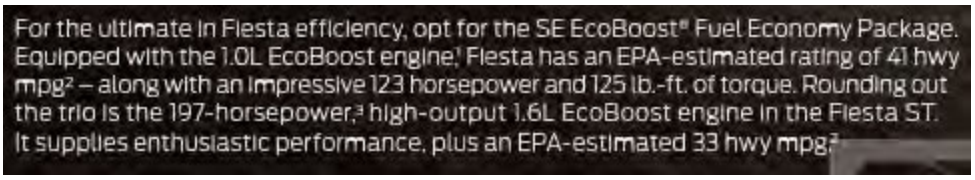

227. Ford touted the "award-winning engines" with technology allowing for seamless driving and fuel efficiency, which means "this turbocharged beauty gets you wherever you need to go" in the 2021 Ford EcoSport:




228. Ford similarly touted the quality and fuel efficiency of the 1.0 EcoBoost engine in the 2016 Ford Fiesta:



229. The 2017 Ford Fiesta was the last year that the 1.0L EcoBoost engine was available in the model. By that time, Ford had limited its claims about the engine to one about fuel efficiency:




230. At no time while advertising the benefits of the 1.0L Ford EcoBoost engine did Ford reveal one of the largest drawbacks: that the engines suffered from the Oil Pump Defect.

231. Ford further describes the safety benefits and innovativeness of their engineering, specifically touting the driver-assistance features to enhance the safety of drivers and passengers while at the same time omitting information about the Oil Pump Defect and its associated safety risk, i.e., the sudden deceleration, stalling, and activation of limp mode, while the vehicles are being driven.

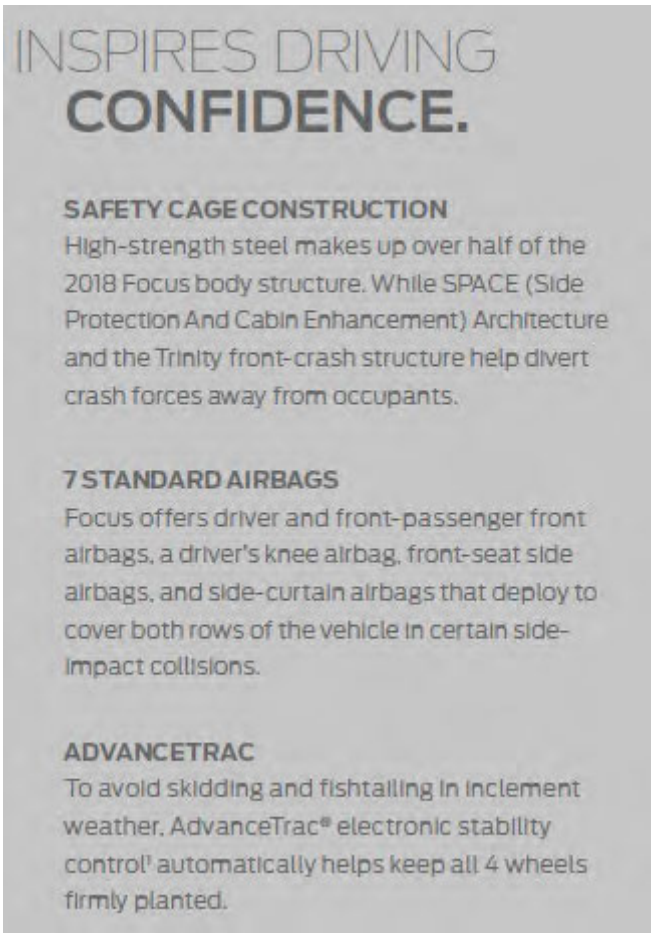
232. For example, the below advertisement fails to mention the Defect or its risks while describing the enhanced safety features in the section touting Driver-assist features in the 2016 Ford Focus:




233. Similarly, the below advertisement fails to mention the Defect or its risks, but provides details on smart-driver assist technologies enhancing safety in the 2017 Ford Focus:




234. The below advertisement also details several safety features in the 2018 Ford Focus but fails to mention the Defect or its risks:




235. Ford similarly omits mention of the Defect and its risks, while going to great lengths to tout five safety systems in the 2018 Ford EcoSport:

**BIG ON PROTECTION** 10 standard airbags on EcoSport include: driver and front-passenger dual-stage front; driver and front-passenger knee; front- and rear-seat side, and side-curtain airbags for both rows.

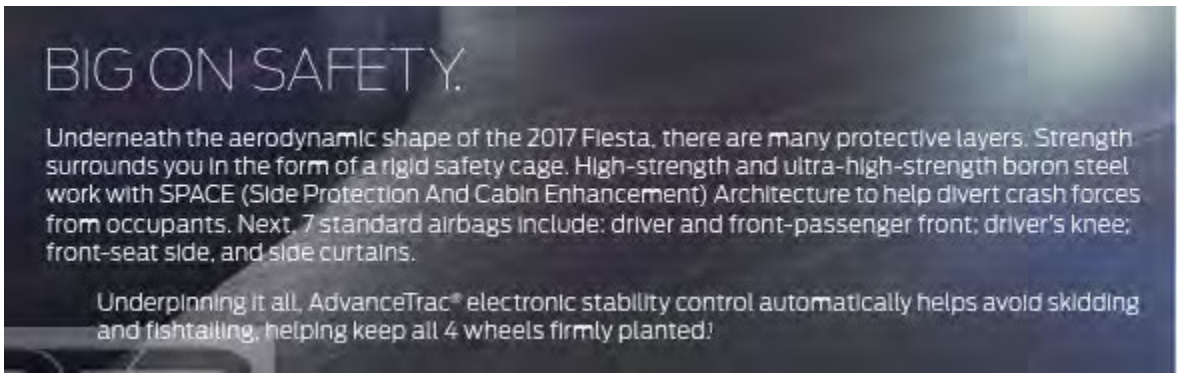
**STAY ALERT TO TRAFFIC** BLIS® (Blind Spot Information System) with cross-traffic alert[1,2] helps warn you if it detects a vehicle in either of your blind spots while driving forward, or approaching from the sides while in Reverse.

**ACTIVATE WHEN WET** When the rains come, rain-sensing windshield wipers[1] turn on automatically to help keep your forward view clear.

**BE ALERTED TO WHAT'S BEHIND YOU** Along with the standard rear view camera, the Reverse Sensing System[1] audibly alerts you to objects behind EcoSport as you slowly back up.

**MAINTAIN YOUR BALANCE** Smart standard features like AdvanceTrac® with RSC® (Roll Stability Control™)[3] provide enhanced stability in a variety of conditions. By selectively applying individual brakes and modifying engine power, the system helps keep all 4 wheels firmly planted.

236. The 2017 Ford Fiesta was advertised by Ford as "Big on Safety" but failed to mention that the Oil Pump Defect could cause the vehicle to stop suddenly while in motion:



237. Ford provides several warranties when consumers purchase Ford-branded vehicles, including a "Bumper to Bumper," 3-year or 36,000-mile warranty, and a Powertrain, 5-year or 60,000-mile warranty. Both of these warranties are part of the New Vehicle Limited Warranty ("NVLW"). These warranties are transferrable to subsequent owners, within the stated durational or mileage limits of the warranties.

238. The engine, including "all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, **oil pump**, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump" is covered by both the "Bumper to Bumper" and the Powertrain warranty (emphasis added).

239. The NVLW provided by Ford promises that "authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period." Ford also limited the remedy under the NVLW "to repair, replacement, or adjustment of defective parts" and states that "[t]his exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner."

240. If Ford and/or its dealerships deem that vehicle has been presented within the time and mileage limitations of the warranty drafted by Ford, replacement of the oil pump or any component damaged by the Oil Pump Defect will be covered under the warranty for manufacturing and workmanship defects.

## I. The Oil Pump Defect

241. Since at least 2011, Ford has been manufacturing and selling vehicles with the same or substantially similar EcoBoost 1.0L engines as those in the Class Vehicles. The Class Vehicles

themselves have identical EcoBoost 1.0L engines that do not differ materially from the EcoBoost 1.0L engines installed in previous model years of the same vehicles. Moreover, the oil pump used in these engines are the same or substantially similar.

242. As with all internal combustion engines, the purpose of engine oil is to provide lubrication in order to reduce friction and wear on moving parts of a vehicle's engine.

243. If there is insufficient oil or oil pressure, the engine will not have the necessary lubrication or cooling, thereby causing premature wear of internal parts, inadequate performance (i.e. loss of power), and/or catastrophic engine failure when damaged moving parts cease to be able to move. Insufficient oil can also result in engine stalling or seizing while the vehicle is in use.

244. The oil pump is the central component of the lubrication system. The oil pump is responsible for transferring oil from the oil pan and pumping it through the engine and eventually back to the sump for recirculation. In order to do this sufficiently lubricate and cool the engine, engine oil must be maintained at a certain pressure level.

245. The oil pump is a critical component of the engine. Oil pump failure causes complete engine failure.

246. Oil pumps in automobiles are either belt-driven or chain-driven. This refers to the mechanism used to control and time the circulation of the engine oil. Chains are made of metal, while belts are typically made of rubber.

247. Belt-driven systems utilize belt tensioners to keep the belt at the correct tension level. If the belt is too tight or too loose, it can cause premature wear on the belt. Premature wear on the belt can cause the oil pressure to drop and eventually for the belt to stop pushing the oil back into the system. Moreover, the wear on the belt can cause pieces of the belt to break off and begin to circulate in the oil, damaging other engine components and leading to a loss of motive power.

248. Belt tensioners are made out of metal. If the tensioners break apart, pieces of metal likewise can get into the oil, clogging the pump and resulting in loss of motive power and engine damage.

249. Traditionally, belt-driven systems utilize a dry belt in which the system is designed in such a way that the belt does not touch the oil. This is because oil can degrade the rubber over time.

250. Recently, however, in a quest to make engines smaller, quieter, and more fuel efficient, some automakers have begun using wet belt or belt-in-oil designs. In this type of design, the belt actually sits inside the oil sump and is in direct contact with the engine oil. This new belt-in-oil design is made possible because of belts made from improved materials, i.e. materials which can withstand the heat, pressure, and friction of a moving engine.

251. Ford was among the earliest adopters of this belt-in-oil design, utilizing it in the 1.0L EcoBoost engines in Class Vehicles.

252. Discovery will show that the oil pumps in 1.0L EcoBoost engines suffer from design, manufacturing, materials and/or workmanship defects which cause the oil pump belt to disintegrate or wear as well as cause the tensioners to break apart, leading to a loss of oil pressure, introduction of debris from the belt beginning to circulate the engine oil, and loss of lubrication, causing the moving metal pieces in the engine to come into contact with one another and cause damage such that metal shavings and pieces circulate throughout the engine. This Oil Pump Defect is the result of: 1) defective oil pump belt tensioners which do not hold the belt at the sufficient tension for the belt to operate properly and can fall apart, resulting in debris of belt tensioners in the oil pump; and/or 2) the use of an improper material in the belt (whether by design or by the installation of a belt which has not been made properly according to the specifications of Ford's design).[3] As a result of the Oil Pump Defect, a large number of drivers report loss of oil pressure

[3] For example, a tear down of an engine from a Class Vehicle revealed both large metal pieces from the belt tensioners in the oil and that the belt itself was significantly degraded. *See* https://www.youtube.com/watch?v=0yx1-50iqnA (last visited Sept. 11, 2023).

and oil pump failures in their Class Vehicles, including Plaintiffs, and are forced to purchase new oil pumps and/or engines.

253. The Defect is inherent in all Class Vehicles. The Defect manifests first in a loss of oil pressure, often at levels too low for the oil pressure sensor to register. As the Defect worsens, the oil pressure continues to drop until it triggers the oil pressure sensor. Once the sensor is triggered, the computer which runs the engine, called an "Engine Control Unit" or "Engine Control Module" ("ECM"), evaluates the information from the sensor and sets a "Diagnostic Trouble Code" ("DTC"). The DTCs are codes set by the computer so that it can communicate what exactly is wrong with a vehicle to a mechanic. As the name implies, DTCs are used for diagnosis. The manufacturer, in this case Ford, decides how and when the ECM sets a DTC, *i.e.* when a condition is serious enough to alert the mechanic. Some DTCs are set without making themselves apparent to the driver and can only be read by a mechanic with access to a computer which can read the DTCs from the ECM, *i.e.* a dealership technician. Other DTCs, including the DTC associated with low oil pressure, are chosen by the manufacture to automatically trigger a light on the dashboard to communicate critical information to the driver. In this case, Ford has chosen the DTC associated with low oil pressure to set only when engine failure is imminent. When this DTC sets, a light illuminates on the dashboard alerting the driver to the engine condition. Once the light illuminates, the oil pressure in the engine is so low that the vehicle can become difficult to operate, particularly at higher speeds.

254. The Defect manifests immediately in the engines, but only becomes apparent to a driver after significant time has passed in part because Ford has deliberately set the oil pressure sensor to warn about a low oil pressure when catastrophic failure is imminent. Similarly, the other symptoms of the Defect which would alert a driver, including noise from the failing oil pump, knocking noises from engine as metal components hit each other without sufficient lubrication, loss of power, stalling, smoke coming from the engine and/or fires, all occur when engine failure is imminent, and the engine is already beyond repair. Moreover, these symptoms cause unsafe conditions, including the sudden loss of forward propulsion or stalling and present a safety hazard

because they severely affect the driver's ability to control the car's speed, acceleration, and deceleration.

255. The Defect also results in costly engine replacements. Moreover, Ford specifically drafted the Powertrain warranty for the Class Vehicles knowing that consumers are unlikely to discover the Defect until after the 60,000 miles threshold. As such, Ford is improperly shifting the cost of the Defect onto unsuspecting consumers like Plaintiffs and Class Members, which can cost around $6,000-$10,000 for engine replacement.

256. Owners and lessees further incur considerable out of pocket expense in the form of rental cars, alternate transportation, and towing/roadside assistance when their Class Vehicles break down. Moreover, because a large number of Class Vehicles with the 1.0L EcoBoost engine have suffered from catastrophic engine failure as a result of the Defect, there is a shortage of available engines to be installed as replacements. As such, Class Members including Plaintiffs often have to wait weeks or months for a replacement engine.

257. Furthermore, the replacement engines are also subject to the Oil Pump Defect and, Plaintiffs and Class Members who received new engines continue to have vehicles subject to the Defect, which currently are being damaged due to the Defect, and can expect to suffer engine failure again in the future.

258. Ford, through its authorized dealerships and service centers, has failed to remedy the Defect. Until the Defect is fixed by Ford, owners and lessees of Class Vehicles will continue to be at risk of dangerous engine stalling, extensive engine damage, costly engine replacements and the expense and inconvenience of frequent dealership visits. The engine in each of the Class Vehicles is the same 1.0L EcoBoost Engine, and is the same engine as used in previous model years, and critically, have the same oil pumps. Moreover, despite extensive knowledge of the Oil Pump Defect from prior model years, Ford made no changes to the oil pump before manufacturing and marketing the Class Vehicles. Indeed, the Defect was inherent in each Class Vehicle and was present in each Class Vehicle at the time of sale.

259. Ford knew about the Defect present in every Class Vehicle, along with the attendant safety problems, and concealed this information from Plaintiffs and Class Members at the time of sale, lease, repair, and thereafter. In fact, instead of repairing the Class Vehicles, Ford has insisted that the vehicles are working as designed.

260. If Plaintiffs and Class Members had known about the Defect at the time of sale or lease, Plaintiffs and Class Members would not have purchased or leased the Class Vehicles or would have paid less for them.

261. As a result of their reliance on Ford's omissions, owners and/or lessees of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Defect, Plaintiffs and Class Members were harmed and suffered actual damages in that the Class Vehicles are defective, that they overpaid for defective vehicles, and that the Class Vehicles' engines and their use of a defective oil pump increase Class Members' chances of being involved in a collision by overheating, catching fire or catastrophically failing.

## II. Ford Had Superior and Exclusive Knowledge of the Oil Pump Defect

262. Ford became aware of the Defect at least as early as 2011, well before Plaintiffs and Class Members purchased their Class Vehicles. Ford learned of the Defect through sources such as pre-release evaluation and testing including thermal testing; repair data; replacement part sales data; early consumer complaints made to Ford and/or NHTSA, and/or posted on public online vehicle owner forums; testing done in response to those complaints; aggregate data from Ford dealers; as well as through other internal sources unavailable to Plaintiffs prior to discovery.

263. While designing, manufacturing, engineering, and testing Class Vehicles in advance of the vehicles' release, Ford would have gained comprehensive and exclusive knowledge about the 1.0L EcoBoost engines and the oil pumps installed in those Vehicles. Adequate pre-release analysis of the design, engineering, and manufacture of the 1.0L EcoBoost engine in the Class Vehicles would have revealed to Ford that the design and/or manufacture of the oil pump was defective and susceptible to failure as outlined above.

264. Ford is experienced in the design and manufacture of consumer vehicles. As an experienced manufacturer, Ford conducts tests, including pre-sale durability testing, on incoming components, including the engines, to verify the parts are free from defect and align with Ford's specifications.[4] This is especially true of vehicles and engines which feature newly designed or redesigned components, such as the new oil pump with the belt-in-oil design. Ford would have had to test this component extensively to ensure that it meet industry standards for durability.

265. Indeed, Ford worked with FEV, Inc. in developing the 1.0L EcoBoost engine. According to FEV, they "provided support in the area of design and [computer aided design], combustion development, and engine build for 36 engines." Those engines would have been tested extensively to ensure proper operation and necessarily revealed the limitations of the oil pump integrated into the 1.0L EcoBoost engine.[5]

266. Ford touts its extensive pre-production testing, both in the United States at its Michigan and Arizona Proving Grounds, and at testing centers throughout the world, including in the United Arab Emirates, Thailand, China, Australia, and India. Indeed, pre-production thermal testing of vehicles with Ford Total Durability Cycle necessarily revealed the Oil Pump Defect and its associated safety risk. Despite this, Ford manufactured hundreds of thousands of vehicles with this defective oil pump in the 1.0L EcoBoost engine, including the Class Vehicles.

### A. Complaints Reported to NHTSA

267. Federal law requires automakers like Ford to be in close contact with NHTSA regarding potential auto defects, including imposing a legal requirement, backed by criminal penalties for violation, of confidential disclosure of defects by automakers to NHTSA, including field reports, customer complaints, and warranty data. *See* TREAD Act, Pub. L. No. 106-414, 114 Stat. 1800 (2000).

---

[4] Akweli Parker, *How Car Testing Works*, HOWSTUFFWORKS.COM, http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm ("The idea behind car testing is that it allows manufactures to work out all the kinks and potential problems of a model before it goes into full production.") (last visited June 6, 2023).

[5] https://www.fev.com/en/media-center/press/press-releases/news-article/article/fev-inc-displays-ford-10l-ecoboost-engine-at-sae-world-congress.html

268. Automakers have a legal obligation to identify and report emerging safety-related defects to NHTSA under the Early Warning Report requirements. *Id*. Similarly, automakers monitor NHTSA databases for consumer complaints regarding their automobiles as part of their ongoing obligation to identify potential defects in their vehicles, including those which are safety-related, such as spontaneous engine fires.

269. Many Class Vehicle owners and lessees submitted complaints about the Transmission Defect with NHTSA's Office of Defect Investigations ("ODI").

270. From its monitoring of the NHTSA databases, Ford knew or should have known of the many complaints about Transmission Defect logged by NHTSA ODI, and the content, consistency, and large number of those complaints alerted, or should have alerted, Ford that the Defect is widespread in Class Vehicles, and a safety hazard.

271. The following complaints are a sampling of the scores of available complaints through NHTSA's website, www.safercar.gov, which reveal that Ford, through its network of dealers and repair technicians, was made aware of many oil pump failures in Class Vehicles.[6]:

272. The following customer complaints were posted on NHTSA's website regarding the 2018 Ford EcoSport:[7]

- Posted 8/16/22
  - "The contact owns a 2018 Ford Ecosport. The contact stated while driving 75 MPH, the message "Low Engine Oil Pressure" was displayed. The contact veered to the side of the road. The contact turned off and restarted the vehicle; however, the failure persisted. The contact was able to continue driving at 20 MPH. The vehicle was taken to an independent mechanic where it was diagnosed that the timing belt had failed and damaged the engine. The independent mechanic diagnosed that the engine needed to be replaced. The manufacturer was notified of the failure and referred the contact to the dealer. The dealer informed the contact that the VIN was not under recall. The vehicle was not repaired. The failure mileage was approximately 69,000."
- Posted 8/7/22

[6] The following complaints are reproduced as they appear online. Any typographical errors are attributable to the original author.

[7] https://www.nhtsa.gov/vehicle/2018/FORD/ECOSPORT/SUV/FWD

- "The contact owns a 2018 Ford Ecosport. The contact stated that while driving at 50 MPH, the low engine oil pressure warning message appeared on the instrument panel. The contact managed to pull over and replenished the engine with oil; however, soon after start-up, an abnormal, knocking noise began to emit from the engine as black smoke also emitted from the engine. The vehicle began to lose power as the contact pulled over and shut off the engine. The contact had the vehicle towed to a dealer where it remained in their possession. The vehicle had yet to be repaired. The manufacturer for notified of the failure. The failure mileage was 58,198."

▪ Posted 7/15/22:
- "I was pulling on to the highway and out the clear random, my oil pressure light came on and I heard a clunk. I pulled over and started it back up and the light still came on. I was going to attempt to drive the 3 miles home and the car gave out. No one can find any reason my vehicle did this. The oil was changed 4 days prior and all of the oil was applied and properly placed. I am looking into legal action. We may have a class action lawsuit. If anyone would like to be a part, contact me, phyllis_neal@yahoo.com. This is not ok or fair. I have been fired from my job, this has negatively impacted my family and it's just inconvenient."

▪ Posted 7/9/22
- "Warning across dashboard stated engine oil pump pressure low then heard grinding noise. Towed to mechanic and found out the oil pump belt was broken and had metal in engine causing engine to fail also messing up turbo. Have to now replace engine with turbo which is costly but still owe on vehicle. Engine is $7000+ and is extremely hard to find plus was told the problem will most likely happen again. If I had been driving when this happened the motor would have locked up causing an accident and could have possibly been fatal per mechanic."

▪ Posted 7/2/22
- "While driving my 2018 ecosport, i got a warning of "low oil pressure". I thought my car was losing oil so I stopped. Checking the oil noticed that had all the oil and there was no leak. Next day took it to Pep Boys, since it was Sunday July 3rd, and told me the diagnostic (PO365 camshaft pos sensor) Ford warranty is of 60,000 miles (i have just under 88,000 on my car). They advised me to take it to my local ford dealership to have a second opinion, since they don't do that type of job. Ford dealer confirmed the same problem, and if so, I would need a new motor because they do not open this type of motor to fix it. I contacted ford customer service to bring the problem to their attention and they told me there was nothing they could do. upon further investigation I have found this is chronic problem with the 1.0 turbo ecoboost engines and found a class action lawsuit (from CSK&D-FORD ECOSPORT ECOBOOST DEFECT -CLASS ACTION INVESTIGATION) started against ford for this specific issue, and they still will not help me cover the costs. I

cannot afford to replace the engine and still owe too much on the car to try to trade it in. it has caused a major hardship on my fiancé and I, trying to find a jobs since this car was my UBER only job, while prices of parts and gas are skyrocketing. I have only had this car for 3 years and under 88,000 miles and it is completely undrivable due to the faulty and carless engineering.Started driving home and noticed a significant decrease in power and the engine ceased and died. Had car towed home."

- Posted 6/6/22
  - "Started with the oil pressure engine light coming on and off always told it's a sensor then 2 days it wasn't putting any oil to one of the rocker arms and told by a dealership that it's going to cost me$7500 for a whole new engine when all they did was their diagnostic test."
- Posted 2/27/22
  - "The contact owns a 2018 Ford Ecosport. The contact stated that while driving at an undisclosed speed, the vehicle made abnormal sounds and then lost motive power. The low oil pressure warning light was illuminated. The vehicle was towed to the contact's residence, where an independent mechanic diagnosed the vehicle with oil pump failure. The contact was informed that the oil pump needed to be replaced; however, parts were on backorder. The vehicle was not repaired. The manufacturer was not made aware of the failure. The failure mileage was approximately 85,900."

273. The following customer complaints were posted on NHTSA's website regarding the 2019 Ford Ecosport:[8]

- Posted 8/16/22
  - "I was driving my car at 35 miles and my car started accelerating and making noise and warning light illuminated and I have to emergency pullover, my 2019 EcoSport have 69,400 miles. Now the Ford dealer said is an TSB on my car and I need to call Ford Company because my extended warranty is expired. The report from dealer said that is an SSM 49918 For loss of engine oil pressure."
- Posted 7/23/22:
  - "Since I leased this car, I've had three transmission replacements, a full wiring harness replacement, numerous electrical issues with the display, and now can't drive it due to engine low oil pressure. This car is nothing but a nightmare."
- Posted 5/4/22
  - "Oil pump belt shredded without warning at 62,000 miles causing complete engine failure while driving in traffic. Multiple warning lights illuminated, but failure was abrupt and immediate. Car was performing normally and then within a matter of seconds I experienced complete loss of power. Vehicle is presently at the Ford

[8] https://www.nhtsa.gov/vehicle/2019/FORD/ECOSPORT/SUV/FWD

garage. Ford representative told us that the belt for the oil pump shredded and caused loss of oil pressure which lead to a complete loss of power."

- Posted 4/9/22
  - "The contact owns a 2019 Ford Ecosport. The contact stated that while driving at an undisclosed speed, the brakes seized and the vehicle lost motive power. The check engine, battery, and ABS warning lights were illuminated. The contact replaced the battery; however, the failure recurred. The vehicle was not diagnosed nor repaired by an independent mechanic or dealer. The manufacturer was made aware of the failure and advised the contact to file a complaint with NHTSA. The failure mileage was approximately 55,000."
- Posted 1/8/20
  - "I WAS A STOP LIGHT AND THE VEHICLE SUDDENLY SHUT OFF AND WOULD NOT LET ME RESTART IT. AFTER AWHILE AND A FEW WARNING SYSTEMS THE VEHICLE FINALLY TURNED OVER. AFTER THAT THE ENGINE LIGHT CAME ON AND THE VEHICLE STARTED TO RUN A DIAGNOSTICS WHICH I WAS UNABLE TO SEE. AS I BEGIN TO DRIVE AGAIN THE VEHICLE STABILITY CONTROL CUTS OFF AND CAUSES ME TO TEMPORARILY LOSE CONTROL OF THE VEHICLE. AS I'M REGAINING CONTROL OF THE VEHICLE THE TRACTION CONTROL TAKES OVER AGAIN AND HELPS ME OUT. I'M NOT SURE AS TO WHAT HAPPENED TO MY VEHICLE STILL WAITING FOR THE DEALER TO GET BACK TO ME. BUT WHATEVER IT WAS IT WASN'T SAFE AND PUT ME IN A DANGEROUS SPOT DURING RUSH HOUR TRAFFIC"

274. The following customer complaints were posted on NHTSA's website regarding the 2020 Ford EcoSport:[9]

- Posted 4/25/23
  - "While driving my 2020 Ford Ecosport it spontaneously caught fire and exploded on Sunday, May 29th. •I purchased my 2020 Ford Ecosport from Ford or Helfman Ford in Stafford Texas on Monday, May 25th, 2020. I immediately had problems with the vehicle and have taken the vehicle in multiple times for overheating issues and the check engine light coming on. •May 25th, 2020 – overheating and coolant light came on. Vehicle taken to Planet Ford in Dallas May 28, 2020. Vehicle repaired and picked up from Planet Ford on May 29th, 2020. •May 30th, 2020 - check engine light came back on. Vehicle taken back to Planet Ford in Dallas June 2, 2020 and I picked it up. Vehicle repaired and picked and I picked June 5, 2020. •April 2nd, 2021, I took it the vehicle to Helfman Ford for routine maintenance and the continuous check engine light problem. I received the car back the same day with paperwork stating that they could not re-create the problem. •August 4th 2021,

[9] https://www.nhtsa.gov/vehicle/2020/FORD/ECOSPORT/SUV/FWD

I took it back to Helfman Ford, vehicle was running very rough and was extremely loud. On 10/06/2020 the vehicle was returned after extensive repairs were done to exhaust and engine under warranty (see repair invoice). •My check engine light and coolant light continued to come on sporadically producing the same error messages in the Ford app for my car. •On May 7, 2022 My check engine light come back on and I received an error message that I had never seen prior but as soon as I stopped the message went away •On May 17, 2022 I took the car in one final time too Planet Ford Dallas. They replaced the coolant sensor but were not able to replicate the error and I was told since they could not produce the error, •On May 29, 2022 at 2:08 while driving the check engine came on, and I lost all engine power. Smoke started coming from the engine area and within seconds from exiting the vehicle the engine was on fire and the car exploded."

- Posted 3/8/23
  - "Was leaving work and suddenly the oil pressure light came on and the engine started making a terrible noise. I pulled over and had the car towed to the Ford dealership. The dealership inspected it and said that the oil pump belt "shredded" and the sudden loss of oil pressure, along with the debris from the oil pump belt, completely ruined both the motor and the turbo requiring full replacement of both at a cost of $6500. Car was purchased new less than 2 1/2 years before but Ford will not pay for the repairs."
- Posted 12/13/22
  - "Driving on the interstate the low oil pressure light came on no check engine lights or anything . The oil pump is belt driven aka wet belt and the rubber teeth come off stopping up the oil pump and causing it not to work properly . With the rubber pieces going into the motor the rubber melts causing issues with the pistons and engine block. The Ford dealership recommends not replacing just the oil pump because of all the other issues the rubber belt causes because it melts inside the engine . So I am left with no choice but to replace the engine at a cost of 5,000.00. Why there hasn't been a recall is questionable . I am in the process of getting said motor replaced but does that mean every 2 years it will have same issues ?"

275. The following customer complaints were posted on NHTSA's website regarding the 2021 Ford EcoSport:[10]

- Posted 2/27/23
  - "The contact owns a 2021 Ford EcoSport. The contact stated that while driving at 55 MPH, the low-pressure oil message appeared on the instrument panel. The contact pulled the vehicle off to the shoulder of the highway and had the vehicle towed to the dealer. Once at the dealer, a diagnostic test was performed and showed that the oil pump and the oil pump belt had malfunctioned, which resulted in engine

[10] https://www.nhtsa.gov/vehicle/2021/FORD/ECOSPORT/SUV/FWD

damage. The manufacturer was notified of the failure. The vehicle was not repaired. The failure mileage was approximately 60,539."

276. The following customer complaints were posted on NHTSA's website regarding the 2016 Ford Focus:[11]

- Posted 10/4/17
  - "Driving on the interstate the low oil pressure light came on no check engine lights or anything . The oil pump is belt driven aka wet belt and the rubber teeth come off stopping up the oil pump and causing it not to work properly . With the rubber pieces going into the motor the rubber melts causing issues with the pistons and engine block. The Ford dealership recommends not replacing just the oil pump because of all the other issues the rubber belt causes because it melts inside the engine . So I am left with no choice but to replace the engine at a cost of 5,000.00. Why there hasn't been a recall is questionable . I am in the process of getting said motor replaced but does that mean every 2 years it will have same issues ?"
- Posted 4/24/17
  - "TL* THE CONTACT OWNS A 2016 FORD FOCUS. THE CONTACT STATED THAT THE VEHICLE EXPERIENCED A COMPLETE LOSS OF POWER AND WOULD NOT ACCELERATE WHEN THE ACCELERATOR PEDAL WAS DEPRESSED. ALSO, THE OVERHEATING WARNING INDICATOR ILLUMINATED AND THE VEHICLE ENTERED INTO "LIMP HOME" MODE, WHICH ALLOWED THE USE OF THE VEHICLE BUT NOT OVER 5 MPH. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE VEHICLE EXPERIENCED MULTIPLE ENGINE FAILURES AND THE ENGINE WOULD NEED TO BE REPLACED. THE VEHICLE WAS REPAIRED, BUT THE TRANSMISSION WARNING INDICATOR ILLUMINATED AND THE VEHICLE STILL EXPERIENCED HESITATION. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURES. THE FAILURE MILEAGE WAS 14,000. UPDATED 08/29/17*LJ *CN"
- Posted 4/11/19
  - "TL* THE CONTACT OWNS A 2016 FORD FOCUS. THE CONTACT TOOK THE VEHICLE TO SAM GALLOWAY FORD LINCOLN (1800 BOY SCOUT DR, FORT MYERS, FL 33907, (888) 699-0916) DUE TO ENGINE FAILURE. THE DEALER REFUSED TO REPAIR THE VEHICLE BECAUSE IT WAS NINE MILES OVER THE WARRANTY COVERAGE MILEAGE LIMIT. THE DEALER SUGGESTED A COMPLETE REPLACEMENT OF THE ENGINE AT THE CONTACT'S EXPENSE. THE MANUFACTURER WAS NOT CONTACTED. AN INDEPENDENT MECHANIC REPLACED THE ENGINE,

[11] https://www.nhtsa.gov/vehicle/2016/FORD/FOCUS%252520RS/5%252520HB/AWD

WHICH ONLY LASTED ONE WEEK. THE MECHANIC REPLACED THE ENGINE WITH ANOTHER ONE, WHICH LASTED SEVERAL MONTHS BEFORE FAILING AGAIN. THE CONTACT STATED THAT THE VEHICLE WAS CURRENTLY STRANDED IN ANOTHER STATE. THE FAILURE MILEAGE WAS UNKNOWN."

- Posted 10/24/19
  - "AT HIGHWAY SPEED, VEHICLE WENT INTO LIMP MODE RESTRICTING THROTTLE RESPONSE WITH NO DASH INDICATORS. UNABLE TO ACCELERATE. NO CHECK ENGINE LIGHT, NO MESSAGES, ALL GAUGES IN NORMAL RANGE. UNSAFE CONDITION WHEN VEHICLE RESPONDS VERY SLOWLY WITH NO INDICATOR FOR DRIVER. VEHICLE IS THE 1.0 L ECOBOOST WITH 6MT TRANSMISSION."
- Posted 10/12/19
  - "AT HIGHWAY SPEED, VEHICLE WENT INTO LIMP MODE RESTRICTING THROTTLE RESPONSE WITH NO DASH INDICATORS. UNABLE TO ACCELERATE. NO CHECK ENGINE LIGHT, NO MESSAGES, ALL GAUGES IN NORMAL RANGE. UNSAFE CONDITION WHEN VEHICLE RESPONDS VERY SLOWLY WITH NO INDICATOR FOR DRIVER. VEHICLE IS THE 1.0 L ECOBOOST WITH 6MT TRANSMISSION."
- Posted 8/13/20
  - "MY ENGINE HAD RUBBER PIECES IN IT FROM THE BELT INSIDE THE ENGINE EXPLODING - I HAVE AN EXTENDED WARRANTY AND FORD WILL NOT COVER IT DUE TO THE TENSIONER BELT BROKE TOO WHICH IS NOT A COVERED PART"
- Posted 7/29/20
  - "ENGINE TROUBLE AT 62,000 MILES - METAL SHAVINGS IN THE OIL"
- Posted 10/28/20
  - "WAS DRIVING DOWN THE INTERSTATE AT ROUGHLY 80 MILES PER HOUR WHEN THE CHECK ENGINE LIGHT CAME ON. ENGINE LOST POWER AND WOULD NOT ACCELERATE. ENGINE STARTED MAKING A LOUD NOISE. CAR WILL STILL START BUT IS NOT DRIVABLE AND ENGINE HAS NO OIL PRESSURE AND MECHANIC SAID IT DOWNSHIFTED TO 4TH GEAR AT 83 MPH. CAR HAS BEEN SERVICED REGULARLY AND HAS GIVEN NO INDICATION OF ENGINE PROBLEMS. WAS QUOTED $4500 AT FIRST FORD DEALERSHIP TO REPAIR CAR WITH A USED MOTOR WITH EQUAL MILEAGE. 2ND FORD DEALERSHIP QUOTED $3700 WITH REBUILT MOTOR. HAS BEEN LOOKED OVER BY 2 MECHANICS INCLUDING FORDS AND OTHER THAN READING DIAGNOSTICS NOBODY CAN PROVIDE A REASON THE OIL PRESSURE DROPPED OR WHY THE CAR DOWNSHIFTED INTO 4TH GEAR UPING THE RPM'S CAUSING ENGINE PROBLEMS. THEY SAID THERE IS NO OTHER PROBLEMS WITH THE CAR AT THIS POINT OTHER THAN THE

ENGINE. VERY NO SMART TO REPLACE AN ENGINE WITHOUT KNOWING THE WHAT CAUSED THE INITIAL ONE TO FAIL."

277. The following customer complaints were posted on NHTSA's website regarding the 2017 Ford Focus:[12]

- Posted 6/20/19
  - "I WAS DRIVING ON THE FREEWAY JUST GETTING OFF ONTO THE OFF RAMP WHEN THE ENGINE LIGHT, OIL LIGHT AND WARNING MESSAGE CAME ON. THE ENGINE LOST COMPRESSION INSTANTLY AND REDUCED SPEED DOWN TO 30 MPH."
- Posted 7/11/20
  - "WHILE COMING DOWN A HILL MY VEHICLE'S ENGINE BEGAN TO BIG DOWN AS IF TO STALL. MY ENGINE OIL LIGHT CAME ON, I PULLED INTO A LOCAL OIL SERVICE STATION TO HAVE THEM CHECK THE OIL, (PREVIOUS SERVICE WAS APPROXIMATELY 1 MONTH PRIOR AND IT HAD ONLY BEEN APPROXIMATELY 1200 MILES SINCE LAST SERVICE). THEY SAID THAT THE OIL WAS FINE BUT I HAD THEM CHANGE THE OIL AGAIN JUST TO BE SURE. THE OIL LIGHT REFUSED TO GO OUT. I THEN HAD THE VEHICLE TOWED TO THE CLOSEST FORD DEALERSHIP BECAUSE THE VEHICLE BECAME UNSAFE AND COULD NOT BE DRIVE ACCORDING TO THE SERVICE STATION. AFTER A WEEK AT THE FORD DEALERSHIP IT WAS DETERMINED THAT THE ENGINE WAS NO LONGER HOLDING OIL PRESSURE AND THAT VARIOUS COMPONENTS INSIDE THE ENGINE HAD NOW STARTED THROWING THE CHECK ENGINE LIGHT. THE DEALERSHIP INFORMANT ME IT WOULD BE APPROXIMATELY $7700 TO REPLACE THE ENGINE, AS THE VEHICLE'S ENGINE IS IN A STATE OF FAILURE. THE VEHICLE HAS BEEN TOWED FROM THE DEALERSHIP AND SITTING IN MY DRIVEWAY AT 71457 MILES... THE DEALERSHIP SAYS THAT BECAUSE THE VEHICLE IS 11450 MILES OUT OF WARRANTY THAT THERE IS NOTHING THEY CAN DO. VEHICLE WAS REGULARLY SERVICED. I HAVE READ VARIOUS OTHER COMPLAINTS ABOUT THIS YEAR MAKE AND MODEL HAVING THE SAME ISSUE WHICH HAS LEAD TO THE VEHICLES BECOMING UNSAFE TO DRIVE AND ULTIMATELY UNABLE TO BE DRIVEN."
- Posted 6/26/20
  - "I WAS COMING OFF FREEWAY AND GETTING ONTO ANOTHER FREEWAY WHEN, AS I WAS SPEEDING UP TO MERGE, MY CAR BOGGED DOWN AS IF RUNNING OUT OF GAS. I LOOKED AT THE DASH AND SAW MY OIL LIGHT HAD COME ON. SO I PULLED OVER TO AN EXIT WITHIN

[12] https://www.nhtsa.gov/vehicle/2017/FORD/FOCUS/5%252520HB/FWD

30 YDS. AND PULLED ONTO A STREET ABOUT ANOTHER 30 YDS. AWAY. I SHUT OFF THE CAR AND LET IT SIT A FEW MINUTES THEN CHECKED OIL. WHEN I DID, THE OIL SHOWED FULL. I THEN CALLED THE FORD DEALER I TAKE MY CAR TO FOR OIL CHANGES AND SPOKE WITH A SERVICE GUY AND TOLD HIM WHAT HAPPENED. HE WAS PUZZLED AND ASKED A FEW QUESTIONS AND THEN WE TRIED TO RESET THE OIL LIGHT. AFTER DOING THE RESET THE OIL LIGHT CAME BACK ON. I TRIED STARTING THE CAR AND IT STARTED FINE. NO ABNORMAL SOUNDS COMING FROM THE ENGINE AND IT IDLED FINE. I DECIDED TO TRY THE FREEWAY AGAIN TO SEE IF THE OIL LIGHT WAS A FLUKE. THE NEXT EXIT WAS ONLY A HALF MILE AWAY SO I COULD EASILY GET OFF FREEWAY IF NECESSARY. AGAIN, THE FREEWAY WAS ONLY ABOUT 30 YDS AWAY SO WHEN I STARTED TO MERGE ONTO THE FREEWAY THE SAME THING HAPPENED. THE CAR ACCELERATED SLOWLY AND THEN BOGGED DOWN AND THE DASH FLASHED THE ENGINE NEEDED ATTENTION OR SOMETHING LIKE THAT. AGAIN I GOT OFF AT THE NEXT EXIT, WHICH WAS RIGHT THERE WHEN IT HAPPENED. I HAD THE CAR TOWED TO THE FORD DEALER NEAR WHERE I LIVE. SERVICE WAS CLOSED BUT SOME SALES PEOPLE WERE STILL THERE AND THEY TOLD US WHERE TO PUT THE CAR. THEY DIDN'T LOOK AT THE CAR UNTIL MONDAY AND EVEN THEN THEY DIDN'T REALLY OPEN THE CAR UP AND LOOK AT IT. THE TECHNICIAN SAID PROBABLY THE TIMING/OIL PUMP BELT BROKE OR SHREDDED AND CLOGGED UP THE OIL PUMP. TO OPEN UP THE ENGINE WOULD COST $800 TO FIND OUT THE ACTUAL PROBLEM AND IF THE TECH WAS RIGHT THE ENGINE WOULD HAVE TO BE REPLACED COSTING $7400. ALL THIS BECAUSE OF A FAULTY BELT DESIGNED TO LAST 125,000-150,000 MILES. LUCKILY I WASN'T DRIVING 65MPH IN THE MIDDLE OF THE FREEWAY AND BREAKING DOWN AND GETTING SLAMMED. *TR”

- Posted 6/24/20
  - “TL* THE CONTACT OWNS A 2017 FORD FOCUS. THE CONTACT STATED THAT WHILE DRIVING AT 45 MPH, THE OIL LEVEL WARNING LIGHT FLASHED ON THE INSTRUMENT PANEL. THE CONTACT PULLED THE VEHICLE OVER AND INSPECTED THE VEHICLE BUT FOUND NO ISSUES WITH THE VEHICLE. THE CONTACT CALLED PERRY FORD OF POWAY (12740 POWAY RD, POWAY, CA 92064, (858) 748-1400) AND SPOKE WITH A REPRESENTATIVE WHO ATTEMPTED TO ASSIST WITH THE WARNING LIGHT FAILURE. THE CONTACT WAS UNABLE TO RESET THE WARNING LIGHT AND ATTEMPTED TO RESUME NORMAL DRIVING HOWEVER, THE FAILURE RECURRED. THE VEHICLE WAS TOWED TO THE SAME

DEALER BUT WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND THE CONTACT WAS INFORMED THAT THE VEHICLE WAS OUT OF WARRANTY. NO FURTHER ASSISTANCE WAS PROVIDED. THE FAILURE MILEAGE WAS 68,000.*DT MECHANIC TOLD THE CONSUMER THERE WERE ISSSUES WITH TIMING/OIL PUMP BELT (LOCATED INSIDE THE ENGINE) BROKE/SHRED. OIL PRESSURE DROPPED AND PIECES OF BELT CLOGGED OIL PUMP AND ALSO CIRCULATED THROUGH THE ENGINE. ENGINE NEEDS REPLACEMENT. ESTIMATED COST: $7100. *JB"

- Posted 11/2/20
  - "ENGINE LOCKED UP WHILE DRIVING AND SHUT DOWN"

**B. Customer Complaints on Online Forums**

278. Consumers similarly complained about the Defect in Class Vehicles on various online forums. Consumers have also posted extensively on websites dedicated to discussion of Ford vehicles, regarding the Oil Pump Defect in vehicles equipped with the 1.0L EcoBoost engine. In fact, Ford has made the monitoring of consumer complaints as posted on third-party websites a part of its corporate strategy for brand managed since at least 2012.[13]

279. The following complaints are a sampling of the many complaints on third-party consumer websites, which Ford would have seen as part of its online brand management:

280. For example, the following customer complaints were posted on Twitter regarding the Ford EcoSport

- Posted on 9/28/22
  - "@Ford We have a **2018 Ford EcoSport** and it needs a new engine block and turbo. This is the diagnosis by the Ford Dealership mechanic. Our car has been in the dealership for 3 weeks! We are into our 3rd week of car rental and have not received any help from Ford CS. HELP!"[14]"
- Posted on 4/2/22
  - "@Ford This company is disgraceful and treats customers downright dirty. Purchased a new ford Ecosport in 2019, engine blew up because of A DEFECT

[13] Read, Richard, "Taking your car complaint online? Chrysler, GM, and Ford will see it.", *Christian Science Monitor*, Aug. 21, 2012 (available at https://www.csmonitor.com/Business/In-Gear/2012/0827/Taking-your-car-complaint-online-Chrysler-GM-and-Ford-will-see-it. (last visited June 17, 2022)

[14] https://twitter.com/KenShannon16/status/1575267282577653760 (last visited Nov. 3, 2022).

KNOWN By FORD!! Purchased from a certified dealer that won't even make an offer to purchase it back because they know it's a lemon."[15]

281. The following customer complaint was posted on Twitter regarding the 2017 Ford Focus:

- Posted by @cmoTejada, on 6/30/18[16]
  - "Been having such a hard @Ford customer service. Our brand new 2017 Ford Focus' engine died only 13 months of us having it and barely 10k in the odo. We've called our case handler 10 times and still no answer! Just left in the dark."

282. The following customer complaint was posted on Ford Owner's Club regarding the 2019 Ford Focus:

- Posted by John@Ford, on 6/14/19[17]
  - "I just bought (a week ago) the new Ford Focus with 1.5 ecoboost engine, 150 hp. After one week of driving, I got the error ENGINE oil PRESSURE LOW. I drove the vehicle to the service and now I am waiting for the replacement of the engine."

283. Additionally, Ford should have learned of this widespread defect from the many reports received from dealerships and from customer complaints directly to Ford, as those reported by Plaintiffs. Ford's customer relations and technical service departments collect and analyze field data including, but not limited to, repair requests made at dealerships, technical reports prepared by engineers who have reviewed vehicles for which warranty coverage is being requested, parts sales reports, and warranty claims data. Discovery will also show that Ford received tens of thousands of complaints about the 1.0L Engine, including about coolant issues, fuel pump issues, as well as the oil pump issues. The testing Ford would have done in response to these many complaints would have also confirmed the Oil Pump Defect.

284. Defendant's warranty department similarly analyzes and collects data submitted by its dealerships in order to identify trends in its vehicles. It is Defendant's policy that when a repair is made under warranty the dealership must provide Ford with detailed documentation of the problem and the fix employed to correct it. Dealerships have an incentive to provide detailed

[15] https://twitter.com/jakethejackrat/status/1510375772191608838 (last visited Nov. 3, 2022).
[16] https://twitter.com/CmoTejada/status/1013104477283504132 (last visited Apr. 26, 2023).
[17] https://www.fordownersclub.com/forums/topic/108790-engine-oil-pressure-low/ (last visited Apr. 26, 2023).

information to Ford, because they will not be reimbursed for any repairs unless the justification is sufficiently detailed.

285. Ford service centers, independent repair shops, and consumers doing repairs themselves use Ford replacement parts that they order directly from Ford. Thus, Ford would have detailed and accurate data regarding the number and frequency of replacement part orders, information which is also exclusively within Ford's control and unavailable to Plaintiffs without discovery. The ongoing high sales of replacement engine and engine components such as clutches and seals, was certainly known to Ford, and should have alerted Ford that its 1.0L EcoBoost engines were suffering from an oil pump defect, causing engine failure, loss of engine power, and stalling.

286. The existence of the Defect is a material fact that a reasonable consumer would consider when deciding whether to purchase or lease a Class Vehicle. Had Plaintiffs and other Class Members known of the Defect, they would have paid less for the Class Vehicles or would not have purchased or leased them.

287. Irrespective of all the aggregate information, both internal and external, that clearly provided Ford with knowledge that the oil pump is dangerously defective, Ford has never disclosed to owners or prospective purchasers that there is a safety defect in the Class Vehicles. In fact, Ford intentionally and actively concealed the existence of a safety defect in the Class Vehicles.

288. Reasonable consumers, like Plaintiffs, reasonably expect that a vehicle's engine is safe, will function in a manner that will not pose a safety hazard, and is free from material defects which affect the engine's ability to deliver motive power. Plaintiffs and Class Members further reasonably expect that Ford will not sell or lease vehicles with known safety defects, such as the Defect, and will disclose any such defects to its consumers when it learns of them. They did not expect Ford to fail to disclose the Defect to them and to continually deny the defect existed.

### C. Technical Service Bulletins and Other Ford Communications

289. Beginning in 2019, Ford began issuing multiple TSBs to address the defects in their in the oil pump in 1.0 EcoBoost Engines. However, Ford never communicated the TSBs, or the information they contained, directly to the Class or any prospective buyers.

290. Ford issued several Technical Service Bulletins ("TSBs") or Special Service Messages ("SSM") to its dealers in the United States acknowledging defects in the oil in EcoBoost 1.0L engines — the same or substantially similar engine as that equipped in the Class Vehicles. On July 22, 2019, Ford issued manufacturer communication SSM 48093. This communication warns that 2018-2019 Ford EcoSport vehicles with the 1.0 EcoBoost engine "may exhibit a loss of engine oil pressure with an illuminated oil pressure warning lamp. This may be due to a broken/failed engine oil pump belt tensioner which leads to a loss of engine oil pressure. Due to the nature of this failure, an engine replacement may be required." The communication further stated the issue was confined to vehicles built before April 3, 2019. Ford then reissued this on September 23, 2020 in another communication to dealers, SSM 49200.

291. On April 8, 2021, Ford issued SSM 49726. This bulletin expanded the vehicles affected by the oil pump defect to some 2016-2018 Ford Focus and 2018-2019 Ford EcoSports with the 1.0L EcoBoost engine built before July 3, 2019. Ford described the vehicles "may exhibit an illuminated oil pressure warning lamp with a loss of engine oil pressure. This may be due to a failed engine oil pump belt tensioner which leads to a loss of engine oil pressure. If engine oil pressure at idle is below 10 psi and/or metal contamination is present in the engine oil, no further diagnostics should be performed." Ford directed dealerships to "[r]eplace the engine assembly to correct this condition."

292. Ford re-issued this bulletin on June 2, 2021, adding instructions that dealerships should refer Section 303-00 in the Workshop Manual for the appropriate oil pressure test procedure. Ford also now specified that dealerships should "[r]eplace the engine assembly with a long block option 6006 to correct this condition."

293. On June 30, 2021, Ford issued a new bulletin to its dealership, SSM 49918. This time, dealerships were directed to "[r]eplace the engine assembly with a long block option 6006 and the turbocharger."

294. Although these manufacturer communications purport to apply only to vehicles built before July 2019, consumers report identical problems in vehicles built after that date and in in subsequent model years.

295. Notably, while these manufacturer communications show Ford has been aware of and actively studying the Defect for years, none of them suggest warning current or prospective customers, preemptively repairing Class Vehicles, or covering the cost of engine replacements.

## III. Ford Has Actively Concealed the Oil Pump Defect

296. Despite its knowledge of the Defect, in the Class Vehicles, Ford actively concealed the existence and nature of the defect from Plaintiffs and Class Members. Specifically, Ford failed to disclose or actively concealed at and after the time of purchase, lease, or repair:

a. any and all known material defects or material nonconformity of the Class Vehicles, including the defects pertaining to the oil pump and the engine;

b. that the Class Vehicles, including their engines, were not in good working order, were defective, and were not fit for their intended purposes; and

c. that the Class Vehicles and their engines, specifically the oil pumps within the engines, were defective, despite the fact that Ford learned of such defects as early as 2011.

297. As discussed above, Ford monitors its customers' discussions on online forums, and actively concealed the defect by denying the existence of a defect, and blaming the class members and a purported lack of maintenance for the problems.

298. In particularly, despite knowing of the existence of the Defect, Ford has refused to inform potential or recent buyers that the oil pumps in their engines have a high probability of failure, usually becoming apparent to consumers after the expiration of the time and/or mileage

limits of the Ford Powertrain Warranty. If Ford had been truthful with prospective customers about the existence of the Oil Pump Defect, customers could have made choices that were in their own best interest including: 1) not purchasing the vehicle; 2) purchasing the vehicle for less; or 3) purchasing an extended warranty. However, consumers were unable to make rational choices because Ford suppressed the information about Defect.

299. When consumers present their Class Vehicles to an authorized Ford dealer for diagnosis and repair, Ford refuses to honor the warranty, relying on the fact that the Defect usually becomes apparent to drivers only after the expiration of the Powertrain Warranty via limits Ford decided itself were applicable.

300. Even to the extent that Ford has acknowledged the existence of the Defect, via bulletins and direct communications with its dealerships, it did not send those communications to owners of the vehicles. Moreover, even those communications took pains to minimize the extent of the Defect, trying to artificially limit the number of vehicles in which the Defect existed.

301. Accordingly, despite Ford's knowledge of the Transmission Defect, Ford has caused Class Members to expend money at its dealerships to diagnose, repair, or replace the Class Vehicles' Transmissions and components, once the time limitations have run on the bumper-to-bumper warranty.

## IV. Ford Unjustly Retained Substantial Benefits

302. Ford unlawfully failed to disclose the Defect to induce them and other putative Class Members to purchase or lease the Class Vehicles.

303. Plaintiffs further allege that Ford thus engaged in deceptive acts or practices pertaining to all transactions involving the Class Vehicles.

304. Specifically, Plaintiffs purchased their vehicles and/or parts needed to attempt repairs to their vehicles from Ford authorized dealerships. Those dealerships purchased those vehicles and/or components from Ford.

305. As discussed above therefore, Plaintiffs allege that Ford unlawfully induced them to purchase their respective Class Vehicles and/or components for their Class Vehicles by concealing and/or omitting a material fact (the Oil Pump Defect) and that Plaintiffs would have paid less for the Class Vehicles, or not purchased them at all, had they known of the Oil Pump Defect.

306. Moreover, because Plaintiffs are likely to need further replacements of the engines in the future, they will be forced to purchase more defective components from Defendant absent some relief which forces the Defendant to correct the defective components.

307. Accordingly, Ford's ill-gotten gains, benefits accrued in the form of increased sales and profits resulting from the material concealment and omissions that did - and likely will continue to - deceive consumers, should be disgorged.

## V. The Agency Relationship Between Ford and its Network of Authorized Dealerships

308. Defendant enters into agreements with its nationwide network of authorized dealerships to fulfill Defendant's obligations under the warranties it provides directly to consumers as well as to provide repairs under recalls. These agreements require a dealership to follow the rules and policies of Ford in all aspects of diagnosing, repairing, maintaining, and servicing Ford vehicles, as well as selling only Ford-approved parts for the vehicles, for reimbursement by Ford.

309. Because Plaintiffs and members of the Class are third-party beneficiaries of the manufacturer-dealership agreements which create the implied warranty, they may avail themselves of the implied warranty and allow consumers to seek warranty and recall services locally. This is true because third-party beneficiaries to contracts between other parties that create an implied warranty of merchantability may avail themselves of the implied warranty. *See In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Practices, & Prod. Liab. Litig.*, 754 F. Supp. 2d 1145, 1185 (C.D. Cal. 2010).

310. Further, Plaintiffs and each of the members of the Class are the intended beneficiaries of Defendant's express and implied warranties. The dealers were not intended to be

the ultimate consumers of the Class Vehicles, and they have no rights under the warranty agreements provided by Defendant. Defendant's warranties were designed for and intended to benefit the consumers only. The consumers are the true intended beneficiaries of Defendant's express and implied warranties, and the consumers may therefore avail themselves of those warranties.

311. Defendant issued the express warranties to the Plaintiffs and the Class members. Defendant also developed and disseminated the owner's manual and warranty booklets, advertisements, and other promotional materials relating to the Class Vehicles. Defendant also is responsible for the content of the Moroney Stickers on Defendant-branded vehicles.

312. In repairing Ford-branded vehicles, Defendant acts through numerous authorized dealers who act, and represent themselves to the public, as exclusive Defendant representatives and agents. That the dealers act as Defendant's agents is demonstrated by the following facts:

313. The authorized Ford dealerships complete all service and repair according to Defendant's instructions, which Defendant issues to its authorized dealerships through service manuals, technical service bulletins ("TSBs"), and other documents, often only accessible via Defendant's proprietary systems and tools, including the Ford diagnostic scan tool referenced on many TSBs such as the Ford Integrated Diagnostic System and Ford J2534 Diagnostic Software;

a. Consumers are able to receive services under Defendant's issued New Vehicle Limited Warranty only at Defendant's authorized dealerships, and they are able to receive these services because of the agreements between Defendant and the authorized dealers. These agreements provide Defendant with a significant amount of control over the actions of the authorized dealerships;

b. The warranties provided by Defendant for the defective vehicles direct consumers to take their vehicles to authorized dealerships for repairs or services;

c. Defendant controls the way in which its authorized dealers can respond to complaints and inquiries concerning defective vehicles, and the dealerships are able to perform repairs under warranty only with Defendant's authorization;

d. Defendant has entered into agreements and understandings with its authorized dealers pursuant to which it authorizes and exercises substantial control over the operations of its dealers and the dealers' interaction with the public;

e. Defendant implemented its express and implied warranties as they relate to the defects alleged herein by instructing authorized Defendant dealerships to address complaints of the Transmission Defect by prescribing and implementing the relevant TSBs cited herein; and

f. Ford's authorized dealerships are able to bind Ford into the terms of the express warranties by selling vehicles to the public, by reviewing the quality of used Ford vehicles and certifying their worthiness to receive Ford's Certified Pre-Owned Warranties.

314. Indeed, Ford's warranty booklets make it abundantly clear that Ford's authorized dealerships are Ford's agents so that consumers may receive repairs from Ford under the warranties it provides directly to consumers such as Plaintiffs. The booklets, which are plainly written for the consumers, not the dealerships, tell the consumers repeatedly to seek repairs and assistance at its "your selling dealer." For example, the booklets state, that "[w]hen you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs." The booklets further state that "[y]our Ford or Lincoln dealership, or Ford or Lincoln Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts."

315. The booklets further state that "[d]uring the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements – not originally included in your Owner's Manual – intended to increase your overall satisfaction with your vehicle." As such, authorized dealerships are not only Ford's agents to perform Ford's promised services under the warranties provided by Ford directly to the consumer, and are Ford's agents to provide "improvements" to Plaintiffs' and Class members' vehicles at Ford's direction.

## TOLLING OF STATUTES OF LIMITATIONS

316. Any applicable statute of limitations has been tolled by Defendant's knowing and active concealment of the Transmission Defect and misrepresentations and omissions alleged herein. Through no fault or lack of diligence, Plaintiffs and members of the Class were deceived regarding the Class Vehicles and could not reasonably discover the Defect or Defendant's deception with respect to the Defect. Defendant and its agents continue to deny the existence and extent of the Defect, even when questioned by Plaintiffs and members of the Class.

317. Plaintiffs and members of the Class did not discover and did not know of any facts that would have caused a reasonable person to suspect that the Defendant was concealing a defect and/or the Class Vehicles contained the Transmission Defect and the corresponding safety risk. As alleged herein, the existence of the Transmission Defect was material to Plaintiffs and members of the Class at all relevant times. Within the time period of any applicable statutes of limitations, Plaintiffs and members of the Class could not have discovered through the exercise of reasonable diligence the existence of the Defect or that the Defendant was concealing the Defect.

318. At all times, Defendant is and was under a continuous duty to disclose to Plaintiffs and members of the Class the true standard, quality, and grade of the Class Vehicles and to disclose the Transmission Defect and corresponding safety risk due to their exclusive and superior knowledge of the existence and extent of the Transmission Defect in Class Vehicles.

319. Defendant knowingly, actively, and affirmatively concealed the facts alleged herein. Plaintiffs and members of the Class reasonably relied on Defendant's knowing, active, and affirmative concealment.

320. For these reasons, all applicable statutes of limitation have been tolled based on the discovery rule and Defendant's fraudulent concealment, and Defendant is estopped from relying on any statutes of limitations in defense of this action.

## CLASS ACTION ALLEGATIONS

321. This action is brought and may be maintained as a class action, pursuant to Rule 23(a), (b)(2), (b)(3), and/or (c)(4) of the Federal Rule of Civil Procedure.

322. The Nationwide Class is defined as follows:

> **Class**: All persons in the United States who bought or leased, other than for resale, any Ford Focus or Ecosport vehicle equipped with a 1.0L EcoBoost engine model year 2016 or later ("Class Vehicles").

323. In addition, or in the alternative, State Subclasses are defined as follows:

**California Subclass**

All individuals who purchased or leased, other than for resale, any Class Vehicle in the State of California.

**Florida Subclass**

All individuals who purchased or leased, other than for resale, any Class Vehicle in the State of Florida.

**Michigan Subclass**

All individuals who purchased or leased, other than for resale, any Class Vehicle in the State of Michigan.

**Pennsylvania Subclass**

All individuals who purchased or leased, other than for resale, any Class Vehicle in the Commonwealth of Pennsylvania.

**Texas Subclass**

All individuals who purchased or leased, other than for resale, any Class Vehicle in the State of Texas.

**North Carolina Subclass**

All individuals who purchased or leased, other than for resale, any Class Vehicle in the State of North Carolina.

**Tennessee Subclass**

All individuals who purchased or leased, other than for resale, any Class Vehicle in the State of Tennessee.

**Louisiana Subclass**

All individuals who purchased or leased, other than for resale, any Class Vehicle in the State of Louisiana.

324. Excluded from the Class are Ford, its affiliates, employees, officers and directors; persons or entities that purchased the Class Vehicles for resale; and the Judge(s) assigned to this case. Plaintiff reserves the right to modify, change, or expand the class definitions in light of discovery and/or further investigation.

325. **Numerosity**: The Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class is unknown at this time, as such information is in the sole possession of Ford and is obtainable by Plaintiffs only through the discovery process, Plaintiffs believe, and on that basis alleges, that at least thousands of Class Vehicles have been sold and leased nationwide and in each of the states where Plaintiffs reside. Members of the Class can be readily identified and notified based upon, *inter alia*, the records (including databases, e-mails, and dealership records and files) maintained by Ford in connection with its sales and leases of Class Vehicles.

326. **Existence and Predominance of Common Questions of Fact and Law**: Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to:

a. whether Ford engaged in the conduct alleged herein;

b. whether Class Vehicles are defective;

c. whether Ford placed Class Vehicles into the stream of commerce in the United States with knowledge of the Defect;

d. whether Ford knew or should have known of the Defect, and if so, for how long;

e. when Ford became aware of the Defect in the Class Vehicles;

f. whether Ford knowingly failed to disclose the existence and cause of the Defect in the Class Vehicles;

g. whether Ford's conduct alleged herein violates consumer protection laws, warranty laws, and other laws as asserted herein;

h. whether Plaintiffs and Class Members overpaid for their Class Vehicles as a result of the Defect;

i. whether Plaintiffs and Class Members have suffered an ascertainable loss as a result of their loss of their Class Vehicles' features and functionality;

j. whether Plaintiffs and Class Members are entitled to damages, including punitive damages, as a result of Ford's conduct alleged herein, and if so, the amount or proper measure of those damages; and

k. whether Plaintiffs and Class Members are entitled to equitable relief, including but not limited to restitution and/or injunctive relief.

327. **Typicality**: Plaintiffs' claims are typical of the claims of the Class because each Plaintiff purchased or leased a Class Vehicle containing the Defect, as did each member of the Class. Plaintiffs and Class Members were economically injured in the same manner by Ford's uniform course of conduct alleged herein. Plaintiffs and Class Members have the same or similar claims against Ford relating to the conduct alleged herein, and the same conduct on the part of Ford gives rise to all the claims for relief.

328. **Adequacy**: Plaintiffs are adequate representatives of the Class, whose interests do not conflict with those of any other Class Member. Plaintiffs have retained counsel competent and

experienced in complex class action litigation—including consumer fraud and automobile defect class actions—who intend to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

329. **Superiority**: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiffs and members of the Class. The injury suffered by each individual Class Member is relatively small in comparison to the burden and expense of individual prosecution of these claims, including from the need for expert witness testimony on the technical and economic aspects of the case. Individualized litigation also would risk inconsistent or contradictory judgments and increase the delay and expense to all parties and the courts. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

330. **Injunctive Relief**: Ford has acted, and refuses to act, on grounds generally applicable to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

## CLAIMS FOR RELIEF

### COUNT I

**Violations of the California Consumers Legal Remedies Act ("CLRA")**
**Cal. Civ. [redacted]**
**Plaintiff [redacted] and on Behalf of the California Subclass Who Purchased or Leased a Class Vehicle for Personal Use**

331. Plaintiff [redacted] incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

332. Plaintiff [redacted] brings this claim individually and on behalf of the California Subclass members who purchased a vehicle for personal, family, or household use.

333. Plaintiffs [redacted] and the members of the California Subclass are "consumers" as defined under the CLRA. *See* Cal. Civ. Code § 1761(d).

334. Ford is a "person" as defined under the CLRA. *See* Cal. Civ. Code § 1761(c).

335. Class Vehicles are "goods" as defined under the CLRA. *See* Cal. Civ. Code § 1761(a).

336. The CLRA proscribes "unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer." Cal. Civ. Code § 1770(a).

337. Ford engaged in unfair and deceptive acts in violation of the CLRA by the practices described above and by knowingly and intentionally concealing from Plaintiff and the California Subclass members that the Class Vehicles suffer from the Oil Pump Defect (and the costs, risks, and diminished value of the Class Vehicles as a result of this Defect). Ford's conduct violated at least the following enumerated CLRA provisions:

a. Ford represented that the Class Vehicles have characteristics, uses, or benefits that they do not have, which is in violation of section 1770(a)(5);

b. Ford represented that the Class Vehicles are of a particular standard, quality, or grade when, in fact, they are not, which is in violation of section 1770(a)(7);

c. Ford advertises its Class Vehicles with the intent not to sell them as advertised, which is in violation of section 1770(a)(9);

d. Ford represents that its Class Vehicles have been supplied in accordance with a previous representation when they have not, which is in violation of section 1770(a)(16); and

e. Ford inserts an unconscionable provision into its warranty in violation of section 1770(a)(19).

338. Ford's unfair or deceptive acts or practices occurred repeatedly in its trade or business, were capable of deceiving a substantial portion of the purchasing public, and created a serious safety hazard for the public.

339. Ford knew, should have known, or was reckless in not knowing that the Class Vehicles were defective, posed a safety hazard, would fail prematurely, and were not suitable for their intended use.

340. Ford was under a duty to Plaintiff and the California Subclass members to disclose the defective nature of the Class Vehicles and the Defect because:

a. Ford knew of but actively concealed the Defect from Plaintiff and the California Subclass;

b. Ford was in a superior and exclusive position to know the true facts about the Defect, which poses serious safety hazards and affects the central functionality of the vehicle, and Plaintiff and the Subclass members could not reasonably have been expected to discover that the Class Vehicles contained the Defect until it manifested, which Ford knew; and

c. Ford made partial representations regarding the reliability, safety, and quality but suppressed facts regarding the Defect.

341. The facts that Ford misrepresented to and concealed from Plaintiff and the other California Subclass members are material because a reasonable consumer would have considered them to be important in deciding whether to purchase their Class Vehicles or pay a lesser price for them.

342. The Defect poses a serious safety defect and affects the central functionality of a vehicle because it renders the vehicle inoperable.

343. In failing to disclose the material Defect, Ford has knowingly and intentionally concealed material facts in breach of its duty to disclose.

344. Plaintiff [redacted] Subclass have suffered injury in fact and actual damages resulting from Ford's material misrepresentations and omissions, including by paying an inflated purchase price for their Class Vehicles and incurring additional out-of-pocket expenses to deal with the Defect. Had Plaintiff [redacted] and the Subclass known about the

defective nature of the Class Vehicles and the Defect, they would not have purchased or leased their Class Vehicles or would have paid less in doing so.

345. As a direct and proximate result of Ford's unfair and deceptive conduct, therefore, Plaintiff and the California Subclass members have been harmed.

346. Pursuant to Cal. Civ. Code § 1782(a), on June 6, 2022, Plaintiff [redacted] sent a demand letter to Ford notifying it of its CLRA violations and providing it with an opportunity to correct its business practices. Ford did not correct its business practices. Accordingly, Plaintiff [redacted] on behalf of herself and the California Subclass, seeks monetary relief, including for actual, restitutionary, and punitive damages under the CLRA.

347. Pursuant to Cal. Civ. Code § 1780(a), Plaintiff [redacted], individually and on behalf of the California Subclass, seeks injunctive relief for Ford's violation of the CLRA.

348. Additionally, pursuant to Cal. Civ. Code §§ 1780 and 1781, Plaintiff [redacted] individually and on behalf of the California Subclass, seek compensatory and punitive damages under the CLRA and to recover attorneys' fees and costs.

349. Plaintiff's CLRA venue declaration is attached as Exhibit A to this complaint in accordance with Cal. Civ. Code § 1780(d).

## COUNT II

**Violations of the California Unfair Competitions Law ("UCL")**
**Cal. Bus. & Prof. Code §§ 17200–17210**
**Plaintiff [redacted] Individually and on Behalf of the California Subclass**

350. Plaintiff [redacted] incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

351. Plaintiff [redacted] brings this claim individually and on behalf of the California Subclass.

352. The UCL proscribes acts of unfair competition, including "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200. Ford's conduct violates each of these prohibitions.

**Unlawful Conduct**

353. Ford's conduct is unlawful, in violation of the UCL, because, as set forth herein, it violates the Song–Beverly Consumer Warranty Act, the MMWA, and the CLRA.

**Unfair Conduct**

354. Ford's conduct is unfair because it violated California public policy, legislatively declared in the Song–Beverly Consumer Warranty Act, which requires a manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes. The Defect renders the Class Vehicles unsafe, unreliable, and inoperable.

355. Ford acted in an immoral, unethical, oppressive, and unscrupulous manner, in at least the following respects:

a. Knowingly selling Plaintiff [redacted] and California Subclass members Class Vehicles with the Defect;

b. Directing and furnishing replacement parts it knew would not adequately remedy the defect, and repairing defective parts with more defective parts and otherwise failing to adequately remedy the Defect during the warranty period;

c. Refusing to repair or replace the Class Vehicles when the known Defect manifested outside the warranty period;

d. Failing to exercise adequate quality control and due diligence over the Class Vehicles before placing them on the market; and

e. Failing to acknowledge the scope and severity of the Defect, which poses serious safety concerns, refusing to acknowledge the Class Vehicles are defective, and failing to provide adequate relief.

356. The gravity of the harm resulting from Ford's unfair conduct outweighs any potential utility of the conduct. The practice of selling defective Class Vehicles without providing an adequate remedy to cure the Defect harms the public at large and is part of a common and uniform course of wrongful conduct.

357. There are reasonably available alternatives that would further Ford's business interests of increasing sales and preventing false warranty claims. For example, Ford could have: (a) acknowledged the Defect and provided a permanent, effective fix for the Defect; and/or (b) disclosed the Defect prior to prospective consumers' purchases.

358. The harm from Ford's unfair conduct was not reasonably avoidable by consumers. The Class Vehicles all suffer from the latent Defect, and Ford has failed to disclose it. Plaintiff and California Subclass members did not know of, and had no reasonable means of discovering, the Defect.

**Fraudulent Conduct**

359. Ford's conduct is fraudulent in violation of the UCL. Ford's fraudulent acts include knowingly and intentionally concealing from Plaintiff and the California Subclass members the existence of the Defect and falsely marketing and misrepresenting the Class Vehicles as being functional, reliable and safe.

360. Ford's misrepresentations and omissions alleged herein caused Plaintiff and the California Subclass members to purchase or lease their Class Vehicles or pay more than they would have had Ford disclosed the Defect.

361. At all relevant times, Ford had a duty to disclose the Defect because it had superior and exclusive knowledge of the Defect, which affects the central functionality of the vehicle and creates a safety risk for drivers and passengers, and because Ford made partial representations about the reliability, quality, and safety of the Class Vehicles but failed to fully disclose the Defect.

362. Accordingly, Plaintiff [redacted] and [redacted] Subclass members have suffered injury in fact, including lost money or property, as a result of Ford's unlawful, unfair, and fraudulent acts. Absent these acts, Plaintiff [redacted] and [redacted] Subclass members would not have purchased or lease their Class Vehicles at the prices they paid or would not have purchased or leased them at all.

363. Plaintiff [redacted] seeks appropriate relief under the UCL, including such orders as may be necessary: (a) to enjoin Ford from continuing its unlawful, unfair, and fraudulent acts or practices, and (b) to restore Plaintiff and California Subclass members any money Ford acquired by its unfair competition, including restitution. Plaintiff also seeks reasonable attorneys' fees and expenses under applicable law.

## COUNT III

**Violations of Song–Beverly Consumer Warranty Act**
**For Breach of Express Warranty**
**Cal. Civ. Code §§ 1790–1795.8**
**Plaintiff [redacted] Individually and on Behalf of the California Subclass**

364. Plaintiff [redacted] incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

365. Plaintiff [redacted] brings this claim individually and on behalf of the California Subclass who purchased or leased a Class Vehicle for Personal, Family or Household Purposes.

366. Plaintiff [redacted] and the California Subclass members who purchased or leased the Class Vehicles are "buyers" within the meaning of Cal. Civ. Code. § 1791(b).

367. The Class Vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

368. Defendant is a "manufacturer" of the Class Vehicles within the meaning of Cal. Civ. Code § 1791(j).

369. Defendant made express warranties to Plaintiff [redacted] and the California Subclass members within the meaning of Cal. Civ. Code §§ 1791.2 & 1793.2(d).

370. Defendant breached these express warranties by selling and leasing defective Class Vehicles that required repair or replacement within the applicable warranty period and failing to adequately repair the alleged Defect.

371. Defendant has failed to promptly replace or buy back the vehicles of Plaintiff and the proposed California Subclass members as required under Cal. Civ. Code § 1793.2(d)(2).

372. As a direct and proximate result of Defendant's breach of its express warranties, Plaintiff [redacted] and the California Subclass members received goods in a condition that substantially impairs their value to Plaintiff [redacted] and the other Subclass members. Plaintiff and the California Subclass members have been damaged as a result of, *inter alia*, overpaying for the Class Vehicles, the diminished value of the Class Vehicles, the Class Vehicles' malfunctioning, out-of-pocket costs incurred, and actual and potential increased maintenance and repair costs.

373. Pursuant to Cal. Civ. Code §§ 1793.2 & 1794, Plaintiff [redacted] and the California Subclass members who purchased for personal, family or household purposes are entitled to damages and other legal and equitable relief, including, at their election, the purchase price of their Class Vehicles or the overpayment or diminution in value of their Class Vehicles as well as reimbursement of out-of-pocket expenses incurred as a result of the Defect.

374. Pursuant to Cal. Civ. Code § 1794(d), (e), Plaintiff [redacted] and the California Subclass members are entitled to reasonable costs and attorneys' fees.

## COUNT IV

**Violations of Song–Beverly Consumer Warranty Act**
**For Breach of Implied Warranty**
**Cal. Civ. Code §§ 1790–1795.8**
**Plaintiff [redacted] Individually and on Behalf of the California Subclass**

375. Plaintiff [redacted] incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

376. Plaintiff [redacted] brings this claim individually and on behalf of the California Subclass who purchased for personal, family or household purposes.

377. Plaintiff [redacted] and the California Subclass members who purchased or leased the Class Vehicles are "buyers" within the meaning of Cal. Civ. Code. § 1791(b).

378. The Class Vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

379. Defendant is a "manufacturer" of the Class Vehicles within the meaning of Cal. Civ. Code § 1791(j).

380. Defendant impliedly warranted to Plaintiff [redacted] and the California Subclass members that Class Vehicles were "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792.

381. Section 1791.1(a) provides that: "Implied warranty of merchantability" or "implied warranty that goods are merchantable" means that the consumer goods must meet each of the following:

(1) Pass without objection in the trade under the contract description.

(2) Are fit for the ordinary purposes for which such goods are used.

(3) Are adequately contained, packaged, and labeled.

(4) Conform to the promises or affirmations of fact made on the container or label.

382. The Defect in the Class Vehicles is present in them when sold and is substantially certain to manifest. The Class Vehicles would not pass without objection in the automotive trade because the Defect causes all, or substantially all, of the vehicles to experience oil pump failure and require full engine replacements, and dangerous inoperability while the vehicle is in motion. The Defect thus affects the central functionality of the vehicle, poses a serious safety risk to drivers and passengers, and causes increased maintenance costs.

383. Because the Defect creates an unreasonable risk to driver and passenger safety, and because the Class Vehicles are unfit for their ordinary purpose due to the Defect, the Class Vehicles are not fit for the ordinary purposes for which such vehicles are used.

384. Class Vehicles are not adequately labeled because the labeling fails to disclose the Oil Pump Defect and does not advise the California Subclass members of the Oil Pump Defect.

385. Any attempt by Defendant to disclaim its implied warranty obligations under the Song-Beverly Act is ineffective due to its failure to adhere to Sections 1792.3 and 1792.4. Those sections of the Civil Code provide that, in order to validly disclaim the implied warranty of

merchantability, a manufacturer must "in simple and concise language" state each of the following: "(1) The goods are being sold on an 'as is' or 'with all faults' basis. (2) The entire risk as to the quality and performance of the goods is with the buyer. (3) Should the goods prove defective following their purchase, the buyer and not the manufacturer, distributor, or retailer assumes the entire cost of all necessary servicing or repair." Cal. Civ. Code § 1792.4(a). Defendant's attempted implied warranty disclaimer does not conform to these requirements.

386. The Oil Pump Defect deprived Plaintiff [redacted] and the California Subclass members of the benefit of their bargain and have resulted in Class Vehicles being worth less than what Plaintiff and other California Subclass members paid.

387. As a direct and proximate result of Defendant's breach of its implied warranties, Plaintiff [redacted] and the California Subclass members received goods that contain a defect that substantially impairs their value. Plaintiff [redacted] and the California Subclass members have been damaged by the diminished value of the vehicles, the vehicles' malfunctioning, out-of-pocket costs incurred, and actual and potential increased maintenance and repair costs.

388. Under Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiff [redacted] and the California Subclass members are entitled to damages and other legal and equitable relief, including, *inter alia*, benefit-of-the-bargain damages, overpayment or diminution in value of their Class Vehicles, and reasonable attorneys' fees and costs.

## COUNT V

**Violation of Florida's Deceptive and Unfair Trade Practices Act**
**F.S.A. §§ 501.201-.213, *et seq.* ("FDUPTA")**
**Plaintiffs [redacted] and [redacted] Individually, and on Behalf of the Florida Subclass**

389. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

390. Plaintiffs [redacted] and [redacted] bring this claim on behalf of the Florida Subclass.

391. Plaintiffs [redacted] and the Florida Subclass members are "consumers" within the meaning of Fla. Stat. § 501.203(7).

392. Ford engaged in "trade or commerce" within the meaning of Fla. Stat. § 501.203(8).

393. The FDUTPA prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." Fla. Stat. § 501.204(1).

394. Ford's acts and practices, described herein, are unfair in violation of Florida law because it violates Florida public policy and warranty laws requiring a manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes.

395. Ford acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner, in at least the following respects:

a. promoted and sold or leased Class Vehicles it knew were defective;

b. failed to disclose the Oil Pump Defect, and represented through advertising and the Class Vehicles possess particular qualities that were inconsistent with Ford's actual knowledge of them;

c. failed to make repairs or made repairs and provided replacements that caused Plaintiff and the Florida Subclass members to experience repeated instances of failure, rendering the New Vehicle Limited Warranty useless; and

d. minimized the scope and severity of the problems with the Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate relief to consumers.

396. The gravity of harm resulting from Ford's unfair conduct outweighs any potential utility. The practice of selling and leasing defective Class Vehicles without providing an adequate remedy to cure the defect harms the public at large and is part of a common and uniform course of wrongful conduct.

397. The harm from Ford's conduct was not reasonably avoidable by consumers. Even after receiving a large volume of consumer complaints, Ford did not disclose the Defect. Plaintiffs

[redacted] and Florida Subclass members did not know of, and had no reasonable means of discovering, that Class Vehicles are defective.

398. Ford also engaged in deceptive trade practices in violation of Florida law, by promoting the safety, convenience, and operability of Class Vehicles while willfully failing to disclose and actively concealing their defective nature.

399. Ford committed deceptive acts and practices with the intent that consumers, such as Plaintiffs [redacted] and Florida Subclass members, would rely upon Ford's representations and omissions when deciding whether to purchase or lease a Class Vehicle.

400. Plaintiffs [redacted] and Florida Subclass members suffered ascertainable loss as a direct and proximate result of Ford's unfair and deceptive acts or practices. Had Plaintiffs [redacted] and the Florida Subclass members known that the Class Vehicles are equipped with engines containing the Oil Pump Defect, they would not have purchased and leased the Class Vehicles, or would have paid significantly less for the them. Among other injuries, they overpaid for their Class Vehicles, and their Class Vehicles suffered a diminution in value.

401. Plaintiffs [redacted], and the Florida Subclass members are entitled to recover their actual damages under Fla. Stat. § 501.211(2) and reasonable attorneys' fees under Fla. Stat. § 501.2105(1).

402. Plaintiffs [redacted] also seeks an order enjoining Ford's unfair and deceptive acts or practices pursuant to Fla. Stat. § 501.211, and any other just and proper relief available under the FDUTPA.

## COUNT VI

**Breach of Express Warranty (Florida)**
**F.S.A. §§ 672.31, 680.21**
**Plaintiffs [redacted], Individually and on Behalf of the Florida Subclass**

403. Plaintiffs incorporate by reference and re-allege the allegations contained in the preceding paragraphs of this complaint, as though fully set forth herein.

404. Plaintiffs [redacted] bring this cause of action individually and on behalf of the members of the Florida Subclass.

405. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Fla. Stat. §§ 672.104(1) and 680.1031(3)(k), and a "seller" of motor vehicles under § 672.103(1)(d ).

406. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Fla. Stat. § 680.1031(1)(p).

407. The Class Vehicles are and were at all relevant times "goods" within the meaning of Fla. Stat. §§ 672.105(1) and 680.1031(1)(h).

408. Ford provided all purchasers and lessees of the Class Vehicles with the express warranty described herein, which became a material part of the bargain.

409. Ford sold and leased the Class Vehicles with a written express warranty covering the Vehicles for three years or 36,000 miles, whichever comes first.

410. Ford's New Vehicle Limited Warranty expressly states that Ford will "without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship" so long the Vehicle is properly operated and maintained and taken to a Ford dealership for repair within the warranty period.

411. Ford further provides powertrain warranty coverage, which is applicable to "the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump" as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes first.

412. For certified pre-owned ("CPO") Vehicles, Ford offers an additional limited warranty covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

413. Ford's CPO Vehicle warranty states that a dealer will replace "all covered components . . . that are found to be defective in factory-supplied materials or workmanship during the applicable warranty periods." The engine and its components—including the cylinder block and cylinder heads—are included in Ford's list of "covered components."

414. Ford manufactured and/or installed the engines and the engines' component parts in the Class Vehicles, and the engines and their component parts are covered by the express Warranties.

415. The Oil Pump Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Plaintiffs [redacted] and the Florida Subclass Members.

416. Plaintiffs relied on Ford's express warranties, which were a material part of the bargain, when purchasing or leasing their Class Vehicles.

417. Under the express Warranties, Ford was obligated to correct the Oil Pump Defect in the vehicles owned or leased by Plaintiffs [redacted] and the Florida Subclass Members.

418. Although Ford was obligated to correct the Oil Pump Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

419. Ford breached the express Warranties by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranties, Ford falsely informed Florida Subclass Members that there was no problem with their Class Vehicles, performed ineffective procedures including software updates, and/or replaced defective components in the engines with equally defective components, without actually repairing the Class Vehicles.

420. Ford and its agent dealers have failed and refused to conform the engines to the express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

421. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's

warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

422. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Plaintiffs [redacted] and the Florida Subclass Members. Among other things, Plaintiffs [redacted] and the Florida Subclass Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

423. Plaintiffs [redacted] and the Florida Subclass Members have complied with all obligations under the Warranties, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

424. Plaintiffs [redacted], and the Florida Subclass Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Pump Defect from the complaints and service requests it received from Plaintiffs [redacted] and the Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal and external sources.

425. Because Ford, through its conduct and exemplified by its own service bulletins, has covered repairs of the Oil Pump Defect if Ford determines the repairs are appropriately covered under the Warranties, Ford cannot now deny that the Warranties cover the Oil Pump Defect.

426. Because Ford has not been able remedy the Oil Pump Defect, any limitation on remedies included in the Warranties causes the Warranties to fail their essential purposes, rendering them null and void.

427. As a direct and proximate cause of Ford's breach, Plaintiffs [redacted] and the Florida Subclass Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally,

Plaintiffs [redacted] and the Florida Subclass Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

428. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs [redacted] and the Florida Subclass Members have been damaged in an amount to be determined at trial.

## COUNT VII

**Breach of the Implied Warranty of Merchantability (Florida)**
**F.S.A. §§ 672.314 and 680.212**
**(On Behalf of the Florida Subclass against Defendant)**
**Plaintiffs [redacted], Individually and on Behalf of the Florida Subclass**

429. Plaintiffs repeat and re-allege each and every allegation contained in each of the preceding and succeeding paragraphs as fully set forth herein.

430. Plaintiffs [redacted] bring this cause of action individually and on behalf of the members of the Florida Subclass.

431. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Fla. Stat. §§ 672.104(1) and 680.1031(3)(k), and a "seller" of motor vehicles under § 672.103(1)(d ).

432. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Fla. Stat. § 680.1031(1)(p).

433. The Class Vehicles are and were at all relevant times "goods" within the meaning of Fla. Stat. §§ 672.105(1) and 680.1031(1)(h).

434. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under Fla. Stat. §§ 672.314 and 680.212.

435. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed vehicles equipped with the engines to customers through authorized dealers, like those from whom Plaintiffs Martin, Wright, and the

Florida Subclass Members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from Ford to the authorized dealers to Plaintiffs [redacted], and the Florida Subclass Members, with no modification to the defective engines.

436. Ford provided Plaintiffs and Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

437. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their engines would be fit for their intended use while the Class Vehicles were being operated.

438. Contrary to the applicable implied warranties, the Class Vehicles and their engines at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiffs [redacted] and Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, including, but not limited to, the defective design and manufacture of their engines and the existence of the Oil Pump Defect at the time of sale or lease and thereafter. Ford knew of this defect at the time these sale or lease transactions occurred.

439. As a result of Ford's breach of the applicable implied warranties, Plaintiffs [redacted] and the Florida Subclass Members suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Oil Pump Defect, Plaintiffs [redacted] and the Florida Subclass Members were harmed and suffered actual damages in that the Class Vehicles' engine components are substantially certain to fail before their expected useful life has run.

440. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of Fla. Stat. §§ 672.314 and 680.212.

441. Plaintiffs [redacted] and the Florida Subclass Members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

442. Plaintiffs [redacted] and the Florida Subclass Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of implied warranty would have been futile. Ford was also on notice of the Oil Pump Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal sources.

443. Because Plaintiffs [redacted] and the Florida Subclass Members purchased their vehicles from authorized Ford dealers, they are in privity with Ford since (1) an agency relationship establishes privity for purposes of the breach of implied warranty claims and (2) privity is not required where plaintiffs are intended third-party beneficiaries of a defendant's implied warranties and of the contracts between Ford and its authorized dealers.

444. As a direct and proximate cause of Ford's breach, Plaintiffs [redacted] and the Florida Subclass Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiffs [redacted] and the Florida Subclass Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

445. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiffs [redacted] and the Florida Subclass Members have been damaged in an amount to be proven at trial.

## COUNT VIII

**Violations of the Louisiana Product Liability Act,**
**La. Stat. Ann. § 9:2800.51*, et seq.***
**Plaintiff [redacted] Individually and on Behalf of the Louisiana Subclass**

446. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

447. Plaintiff [redacted] brings this claim on behalf of herself and the members of the Louisiana Subclass.

448. Defendant is a "manufacturer" within the meaning of La. Stat. Ann. § 9:2800.53(1).

449. Plaintiff [redacted] and the members of Louisiana Subclass are "claimants" as that term is defined in La. Stat. Ann. § 9:2800.53(4).

450. Defendant placed the Class Vehicles into trade or commerce, which are "products" within the meaning of La. Stat. Ann. § 9:2800.53(3).

451. The Louisiana Product Liability Act ("LPLA") makes manufacturers liable for the damages caused by their products which are "unreasonably dangerous" in one of four ways: (1) in construction or composition; (2) design; (3) inadequate warning; and (4) nonconformity to express warranty. La. Stat. Ann. § 9:2800.55-58.

452. Defendant manufactured, sold, and distributed the Class Vehicles, including the oil pump, the 1.0L EcoBoost Engine, and their defects, which render the Class Vehicles unreasonably dangerous with an associated safety risk which can lead the Class Vehicles to lose power while driving and cause hesitation and stalling, putting vehicle operators, passengers, and other motorists at risk for injury. Plaintiff [redacted] and the Louisiana Subclass used the Class Vehicles in a reasonably foreseeable manner by using the vehicles to transport themselves and others.

453. The oil pumps and the 1.0L EcoBoost Engines installed in the engines of the Class Vehicles are unreasonably dangerous in construction or composition because the oil pump and the 1.0L EcoBoost Engine are prone to malfunction and prematurely fail, which can cause the vehicle to suddenly lose power or stall while being driven, which severely affects the driver's ability to control the car's speed, acceleration, and deceleration. The oil pump and the 1.0L EcoBoost Engine do not meet performance standards for oil pumps and engines in any vehicle because prematurely fail and deviate materially from manufacturer specifications. Furthermore, the Oil Pump Defect and its associated safety risk put drivers, passengers, and other motorists at risk for injury due to a sudden loss of power while driving, hesitation, and stalling, which can increase the likelihood of collisions. The performance standards for oil pumps and the 1.0L EcoBoost Engines

do not include the risk of malfunction or premature failure and/or Defendant's specifications for the Class Vehicles do not include such a risk.

454. The Class Vehicles are unreasonably dangerous due to the Oil Pump Defect and Defendant's failure to disclose the Oil Pump Defect as well as its associated safety risk to Plaintiff [redacted] and the Louisiana Subclass. At the time Plaintiff [redacted] and the Louisiana Subclass purchased their Class Vehicles, Defendant knew, or should have known, that the Oil Pump Defect in the Class Vehicles would cause the oil pump and the 1.0L EcoBoost Engine to malfunction or prematurely fail. Further, Defendant knew, or should have known, that this associated safety risk would cause the Class Vehicles to become involved in accidents, putting drivers, passengers, and other motorists at risk for injury. However, Defendant provided no warnings or otherwise conveyed these risks to Plaintiff [redacted] and the Louisiana Subclass.

455. The Class Vehicles are also unreasonably dangerous because the existence of the Oil Pump Defect and its associated safety risk, and Defendant's failure to disclose either violates the express warranty Defendant provided that the Class Vehicles were safe, reliable, and functional vehicles capable of providing transportation and that Defendant's warranties would correct any known defects in the Class Vehicle' materials and/or workmanship. Such warranties induced Plaintiff [redacted] and the Louisiana Subclass to purchase the Class Vehicles. These representations were untrue at the time of the purchase and/or lease of the Class Vehicles because Defendant knew that the Class Vehicles contained the Oil Pump Defect and its associated safety risk and further knew they would not honor the warranty for the Oil Pump Defect by disclaiming its existence within the time and durational limitations of their express warranties. Defendant's failure to provide Class Vehicles that conformed with their representations lead to the injuries sustained by Plaintiff [redacted] and the Louisiana Subclass.

456. Defendant knowingly concealed, suppressed, and/or omitted the existence of the Oil Pump Defect and its associated safety risk in the Class Vehicles at the time of their sale or lease and at all relevant times thereafter. Defendant failed to inform Plaintiff [redacted] and the Louisiana Subclass of the Oil Pump Defect in their Class Vehicles at the time of purchase or lease

and all times thereafter and Plaintiff [redacted] and the Louisiana Subclass had no independent knowledge that the Class Vehicles incorporate the Oil Pump Defect.

457. Had Defendant disclosed that the Class Vehicles had the Oil Pump Defect and associated safety risk, Plaintiff [redacted] and the Louisiana Subclass would not have purchased or leased the Class Vehicles, or would have paid less for their vehicles.

458. As a proximate and direct result of Defendant's conduct as a described herein, Plaintiff [redacted] and the Louisiana Subclass have suffered and continue to suffer harm by the loss of their vehicles, the threat of sudden engine stalls or hesitations, and/or higher than expected maintenance costs based on Defendant's own estimates, and other damages to be determined at trial. Plaintiff [redacted] and the Louisiana Subclass have also suffered the ascertainable loss of the benefit of the bargain they reached at the time of purchase or lease, and the diminished value of their Class Vehicles.

459. The conduct of Defendant caused unavoidable and substantial injury to Class Vehicle owners and lessees (who were unable to have reasonably avoided injury due to no fault of their own and Defendant's concealment of the Oil Pump Defect) without any countervailing benefit to consumers.

460. Although not required, Plaintiff [redacted] provided notice to Defendant of her claims via letter dated September 11, 2023.

461. The applicable period of prescription of the LPLA has been tolled by the discovery rule, fraudulent concealment, and the terms of the express warranty.

462. Pursuant to La. Civ. Ann. Art. 2315, Plaintiff [redacted] and the Louisiana Subclass seek to recover compensatory damages for past and future harms in an amount to be determined at trial, and any other just and proper relief available.

**COUNT IX**

**Breach of Implied Warranty of Merchantability / Warranty Against Redhibitory Defects (Louisiana)**
**(La. Civ. Code Art. 2520, 2524)**
**Plaintiff [redacted] Individually and on Behalf of the Louisiana Subclass**

463. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

464. Plaintiff [redacted] brings this claim on behalf of herself and the members of the Louisiana Subclass.

465. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under La. Civ. Code Art. 2520, 2524.

466. Under La. Civ. Code Art. 2520 and 2524, a warranty that the Class Vehicles did not have redhibitory defects was implied by law in the transactions when Plaintiff [redacted] and the Louisiana Subclass Members purchased or leased their Class Vehicles from Ford.

467. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Class Vehicles to customers through authorized dealers, like those from whom Plaintiff [redacted] and members of the Louisiana Subclass bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Plaintiff [redacted] and members of the Louisiana Subclass, with no modification to the defective Class Vehicles.

468. Ford provided Plaintiff [redacted] and members of the Louisiana Subclass with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

469. This implied warranty included, among other things: (i) a warranty that the Class Vehicles that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their intended use while the Class Vehicles were being operated.

470. Contrary to the applicable implied warranties, the Class Vehicles at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles were and are defective at the time of sale or lease and thereafter as more fully described above. Ford knew of this defect at the time these sale or lease transactions occurred.

471. As a result of Ford's breach of the applicable implied warranties, Plaintiff [redacted] and members of the Louisiana Subclass suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Defect, Plaintiff [redacted] and members of the Louisiana Subclass were harmed and suffered actual damages in that the Class Vehicles are substantially certain to fail before their expected useful life has run.

472. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of the Uniform Commercial Code and relevant state law.

473. Plaintiff [redacted] and members of the Louisiana Subclass have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

474. Plaintiff [redacted] and members of the Louisiana Subclass were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Ford was also on notice of the Defect from the complaints and service requests it received from Plaintiff [redacted] and members of the Louisiana Subclass and through other internal sources.

475. Nonetheless, Plaintiffs provided notice to Ford of the breach of implied warranties when they repeatedly took their vehicle to an authorized Ford dealership and requested warranty repairs. Further, Plaintiff [redacted] provided written notice by letter dated September 11, 2023.

476. As a direct and proximate cause of Ford's breach, Plaintiff [redacted] and members of the Louisiana Subclass suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally,

Plaintiff [redacted] and members of the Louisiana Subclass have incurred or will incur economic damages at the point of repair in the form of the cost of repair as well as additional losses.

477. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff [redacted] and members of the Louisiana Subclass have been damaged in an amount to be proven at trial.

## COUNT X

**Violations of the Michigan Consumer Protection Act ("MCPA")**
**MICH. COMP. LAWS §§ 445.901 – .922**
**Plaintiffs [redacted] and [redacted] Individually and on Behalf of the Michigan Subclass**

478. Plaintiffs repeat and reallege the allegations contained above as if fully set forth herein.

479. Plaintiffs [redacted] and [redacted] bring this claim on behalf of herself and the Michigan Subclass.

480. Plaintiffs, [redacted] Subclass members, and Ford fall within the definition of "person" under the MCPA. Mich. Comp. Laws § 445.902(d).

481. The MCPA is designed to provide a remedy for consumers who are injured by deceptive business practices. The MCPA expressly allows for class actions on behalf of consumers who have suffered a loss as a result of a violation of the act. Mich. Comp. Laws § 445.911(3).

482. Defendant's conduct alleged herein constitutes unfair, unlawful, unconscionable, and deceptive acts in violation of the MCPA, including, but not necessarily limited to, the following sections:

a. Section 445.903(1)(c): Defendant represented that its Class Vehicles have characteristics, uses, or benefits that they do not have;

b. Section 445.903(1)(e): Defendant represented that its Class Vehicles were of a particular standard, quality, or grade, when they were of another.

c. Section 445.903(1)(s): Defendant failed to reveal material facts, the omission of which tended to mislead or deceive the consumers, and which fact could not reasonably be known by the consumers;

d. Section 445.903(1)(bb): Defendant made representations of fact material to the transaction such that consumers reasonably believed the represented state of affairs to be other than it actually was; and

e. Section 445.903(1)(cc): Defendant failed to reveal facts that were material to the purchase and lease of Class Vehicles in light of the representations of fact made in a positive manner.

483. Specifically, as alleged herein, Defendant knowingly or recklessly made misrepresentations about the quality, characteristics, performance, and reliability of its Class Vehicles which contain the Oil Pump Defect and pose a safety hazard.

484. Defendant concealed, omitted, and failed to disclose the truth about Class Vehicles in order to continue sales and increase profits.

485. Defendant had a duty to disclose the material defect because it had exclusive knowledge of the Oil Pump Defect and such information was not reasonably accessible to Plaintiffs and the Michigan Subclass.

486. Had Plaintiffs and the Michigan Subclass members known about the Oil Pump Defect, Plaintiffs and the class members would not have purchased or leased their Class Vehicles or would have paid significantly less for them.

487. As a direct and proximate result of Defendant's business practices, Plaintiffs and proposed class members suffered injury in fact and lost money or property because they purchased and paid for Class Vehicles that they otherwise would not have purchased or would have paid significantly less for them and because they have incurred out of pocket costs in the form of costly repairs and other out of pocket expenses.

488. Plaintiffs and proposed class members are entitled to actual or statutory damages, attorneys' fees, an injunction, and other equitable relief, including restitutionary disgorgement of

all profits accruing to Defendant because of its unfair and deceptive practices and such other orders as may be necessary to prevent the future use of these practices. Mich. Comp. Laws § 445.911.

## COUNT XI

**Breach of Express Warranty (Michigan)**
**(Mich. Comp. Laws §§ 440.2313 and 440.2860)**
**Plaintiffs Ptaszek and Drotos, Individually and on Behalf of the Michigan Subclass**

489. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

490. Plaintiffs [redacted] and [redacted] bring this cause of action individually and on behalf of the Michigan Subclass.

491. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Mich. Comp. Laws §§ 440.2104(1) and a "seller" of motor vehicles under § 440.2103(1)(c).

492. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Mich. Comp. Laws § 440.2803(1)(p).

493. The Class Vehicles are and were at all relevant times "goods" within the meaning of Mich. Comp. Laws §§ 440.2105(1) and 440.2803(1)(h).

494. Ford provided all purchasers and lessees of the Class Vehicles with the express warranty described herein, which became a material part of the bargain.

495. Ford sold and leased the Class Vehicles with a written express warranty covering the Vehicles for three years or 36,000 miles, whichever comes first.

496. Ford's New Vehicle Limited Warranty expressly states that Ford will "without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship" so long the Vehicle is properly operated and maintained and taken to a Ford dealership for repair within the warranty period.

497. Ford further provides powertrain warranty coverage, which is applicable to "the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump,

powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump" as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes first.

498. For certified pre-owned ("CPO") Vehicles, Ford offers an additional limited warranty covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

499. Ford's CPO Vehicle warranty states that a dealer will replace "all covered components . . . that are found to be defective in factory-supplied materials or workmanship during the applicable warranty periods." The engine and its components—including the cylinder block and cylinder heads—are included in Ford's list of "covered components."

500. Ford manufactured and/or installed the engines and the engines' component parts in the Class Vehicles, and the engines and their component parts are covered by the express Warranties.

501. The Oil Pump Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Plaintiffs [redacted] and [redacted] and the Michigan Subclass Members.

502. Plaintiffs relied on Ford's express warranties, which were a material part of the bargain, when purchasing or leasing their Class Vehicles.

503. Under the express Warranties, Ford was obligated to correct the Oil Pump Defect in the vehicles owned or leased by Plaintiffs [redacted] and [redacted] and the Michigan Subclass Members.

504. Although Ford was obligated to correct the Oil Pump Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

505. Ford breached the express Warranties by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranties, Ford falsely informed Michigan Subclass Members that there was no problem with their Class Vehicles, performed ineffective procedures

including software updates, and/or replaced defective components in the engines with equally defective components, without actually repairing the Class Vehicles.

506. Ford and its agent dealers have failed and refused to conform the engines to the express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

507. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

508. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Plaintiffs [redacted] and [redacted] and the Michigan Subclass Members. Among other things, Plaintiff [redacted] and [redacted] and the Michigan Subclass Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

509. Plaintiffs [redacted] and [redacted] and the Michigan Subclass Members have complied with all obligations under the Warranties, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

510. Plaintiffs [redacted] and [redacted] and the Michigan Subclass Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Pump Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal and external sources.

511. Nonetheless, Plaintiffs [redacted] and [redacted] provided notice to Ford of the breach of the warranties when they repeatedly took their vehicle to an authorized Ford dealership and

requested warranty repairs. Further, Plaintiffs [redacted] and [redacted] and provided written notice by letter dated May 23, 2023.

512. Because Ford, through its conduct and exemplified by its own service bulletins, has covered repairs of the Oil Pump Defect if Ford determines the repairs are appropriately covered under the Warranties, Ford cannot now deny that the Warranties cover the Oil Pump Defect.

513. Because Ford has not been able remedy the Oil Pump Defect, any limitation on remedies included in the Warranties causes the Warranties to fail their essential purposes, rendering them null and void.

514. As a direct and proximate cause of Ford's breach, Plaintiffs [redacted] and [redacted] and the Michigan Subclass Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiffs [redacted] and [redacted] and the Michigan Subclass Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

515. As a direct and proximate result of Ford's breach of express warranties, Plaintiff [redacted] and the [redacted] Subclass Members have been damaged in an amount to be determined at trial.

## COUNT XII

**Violations of the North Carolina Unfair and Deceptive Acts and Practices Act (N.C. Gen. Stat. § 75-1.1, *et seq.*)**
**Plaintiff [redacted] Individually and on Behalf of the North Carolina Subclass**

516. Plaintiff [redacted] realleges and incorporates by reference all allegations of the preceding paragraphs as though fully set forth herein.

517. Plaintiff [redacted] brings this claim individually and on behalf of the members of the North Carolina Subclass.

518. Ford engaged in "commerce" within the meaning of the North Carolina Unfair and Deceptive Acts and Practices Act ("North Carolina UDTPA"), N.C. Gen. Stat. § 75-1.1(b).

519. The North Carolina UDTPA broadly prohibits "unfair or deceptive acts or practices

in or affecting commerce." N.C. Gen. Stat. § 75-1.1(a). Ford willfully committed unfair or deceptive acts or practices in violation of North Carolina UDTPA.

520. Ford participated in misleading, false, or deceptive acts that violated the North Carolina UDTPA as described below and alleged throughout the Complaint. By failing to disclose the Defect, by concealing the Defect, by marketing its vehicles as safe, reliable, easily operable, efficient, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, reliability, performance and efficiency, and stood behind its vehicles after they were sold, Ford knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles. Ford systematically misrepresented, concealed, suppressed, or omitted material facts relating to the Class Vehicles and Defect in the course of its business.

521. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles.

522. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

523. Ford knew that the Class Vehicles and their engines suffered from an inherent defect, were defectively designed or manufactured, and were not suitable for their intended use.

524. Ford knew or should have known that its conduct violated the North Carolina UDTPA.

525. Plaintiff [redacted] and the North Carolina Subclass Members reasonably relied on FCA's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and in the purchase of the Class Vehicles.

526. Had Plaintiff [redacted] and the North Carolina Subclass Members known that the Class Vehicles would exhibit the Defect, they would not have purchased or leased the Class Vehicles, or would have paid less for them. Plaintiff [redacted] and the North Carolina Subclass

Members did not receive the benefit of their bargain as a result of Ford's misconduct.

527. Ford owed Plaintiff [redacted] and the North Carolina Subclass Members a duty to disclose the truth about the Defect because Ford: (a) possessed exclusive knowledge of the Class Vehicles and the Defect; (b) intentionally concealed the foregoing from Plaintiff [redacted] and the North Carolina Subclass Members; and/or (c) made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiff [redacted] and the North Carolina Subclass Members that contradicted these representations.

528. Due to Ford's specific and superior knowledge that the engines in the Class Vehicles have the Defect, its false representations regarding that affects the qualify, safety, reliability, and performance of the Class Vehicles, and reliance by Plaintiff [redacted] and the North Carolina Subclass Members on these material representations, Ford had a duty to disclose to Class members that the engines in Class Vehicles suffer from the Oil Pump Defect and are prone to oil pump failure which presents a safety hazard and necessities costly repairs and engine replacements, that Class Vehicles do not have the expected durability, reliability, and/or safety over other vehicles or of their predecessor engines, and that Class members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiff [redacted] and the North Carolina Subclass Members, Ford had the duty to disclose not just the partial truth, but the entire truth.

529. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiff [redacted] and the North Carolina Subclass Members. Longevity, durability, performance, and safety are material concerns to Ford's consumers. Ford represented to Plaintiff [redacted] and the North Carolina Subclass Members that they were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and containing engines of advanced and superior characteristics and technology as alleged throughout this Complaint, when in fact their engines suffer from the Oil Pump Defect, necessitating costly repairs and subjecting Plaintiff [redacted] and the North Carolina Subclass Members to increased risk of collisions due to stalls and sudden loss of oil pressure.

530. Plaintiff [redacted] and the North Carolina Subclass Members suffered injury in fact to a legally protected interest. As a result of Ford's conduct, Plaintiff [redacted] and the North Carolina Subclass Members were harmed and suffered actual damages in the form of the diminished value of their vehicles.

531. As a result of Ford's conduct, Plaintiff [redacted] and the North Carolina Subclass Members were harmed and suffered actual damages as a result of Ford's misrepresentations and omissions with regard to their Class Vehicles' engines because they purchased vehicles which do not perform as advertised.

532. As a direct and proximate result of Ford's unfair or deceptive acts or practices, Plaintiff [redacted] and the North Carolina Subclass Members suffered and will continue to suffer injury in fact and/or actual damages.

533. Defendant's violations present a continuing risk to Plaintiff [redacted] and the North Carolina Subclass Members as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

534. Because Ford's actions and conduct were willful, Plaintiff [redacted] seeks an order for treble her actual damages, an order enjoining Ford's unlawful acts, court costs, attorneys' fees, and any other just and proper relief available under the North Carolina Act, N.C. Gen. Stat.§ 75-16.

## COUNT XIII

**Breach of Implied Warranty of Merchantability (North Carolina)**
**(N.C. GEN. STAT. ANN. § 25-2-314 and 25-2A-212)**
**Plaintiff [redacted] Individually and on Behalf of the North Carolina Subclass**

535. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

536. Plaintiff [redacted] brings this cause of action individually and on behalf of the North Carolina Subclass.

537. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under N.C. Gen. Stat. § 25-2-104(1) and a "seller" of motor vehicles under § 25-2-103(1)(d).

538. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under N.C. Gen. Stat. § 25-2A-103(1)(p).

539. The Class Vehicles are and were at all relevant times "goods" within the meaning of N.C. Gen. Stat. § 25-2-105(1) and § 25-2A-103(1)(h).

540. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under N.C. Gen. Stat. § 25-2-314 and 25-2A-212.

541. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Class Vehicles to customers through authorized dealers, like those from whom Plaintiff [redacted] and the North Carolina Subclass members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Plaintiff [redacted] and the North Carolina Subclass members, with no modification to the defective Class Vehicles.

542. Ford provided Plaintiff [redacted] and the North Carolina Subclass members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

543. This implied warranty included, among other things: (i) a warranty that the Class Vehicles that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their intended use while the Class Vehicles were being operated.

544. Contrary to the applicable implied warranties, the Class Vehicles at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles were and are

defective at the time of sale or lease and thereafter as more fully described above. Ford knew of this defect at the time these sale or lease transactions occurred.

545. As a result of Ford's breach of the applicable implied warranties, Plaintiff [redacted] and the North Carolina Subclass members suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Defect, Plaintiff [redacted] and the North Carolina Subclass members were harmed and suffered actual damages in that the Class Vehicles are substantially certain to fail before their expected useful life has run.

546. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of the Uniform Commercial Code and relevant state law.

547. Plaintiff [redacted] and the North Carolina Subclass members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

548. Plaintiff [redacted] and the North Carolina Subclass members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Nevertheless, Plaintiff [redacted] served Ford with a demand letter notifying it of its breaches of implied warranty on September 11, 2023. Ford was also on notice of the Defect from the complaints and service requests it received from Plaintiff [redacted] and the Texas Subclass members and through other internal sources.

549. As a direct and proximate cause of Ford's breach, Plaintiff [redacted] and the North Carolina Subclass members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiff [redacted] and the North Carolina Subclass members have incurred or will incur economic damages at the point of repair in the form of the cost of repair as well as additional losses.

550. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff [redacted] and the North Carolina Subclass members have been damaged in an amount to be proven at trial.

## COUNT XIV

**Violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.***
**Plaintiff [redacted] Individually and on Behalf of the Pennsylvania Subclass**

551. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

552. Plaintiff [redacted] brings this claim on behalf of herself and the members of the Pennsylvania Subclass.

553. Plaintiff [redacted] and the Pennsylvania Sub-Class Members purchased or leased their Class Vehicles primarily for personal, family or household purposes within the meaning of 73 P.S. § 201-9.2.

554. All of the acts complained of herein were perpetrated by Ford in the course of trade or commerce within the meaning of 73 P.S. § 201-2(3).Pennsylvania Unfair Trade Practices and Consumer Protection Law ("Pennsylvania CPL") prohibits unfair or deceptive acts or practices, including: (a) "Representing that goods or services have . . . characteristics, . . . [b]enefits or qualities that they do not have;" (b) "Representing that goods or services are of a particular standard, quality or grade . . . if they are of another;" (c) "Advertising goods or services with intent not to sell them as advertised;" and (d) "Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding." 73 P.S. § 201-2(4). Ford engaged in unfair and deceptive practices that violated the Pennsylvania CPL as described above.

555. Defendant participated in and engaged in deceptive business or trade practices prohibited by the Pennsylvania CPL by failing to disclose and actively concealing the defective nature of the oil pump within the 1.0 L EcoBoost engine, by marketing their Class Vehicles as safe and of high quality, and by presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles after they were sold.

556. By failing to disclose the Oil Pump Defect; by concealing the Oil Pump Defect; by promoting and selling or leasing Class Vehicles it knew were defective, including by marketing its

vehicles as safe, reliable, easily operable, efficient, and of high quality; by presenting itself as a reputable manufacturer that valued safety, reliability, performance and efficiency, and stood behind its vehicles after they were sold; by failing to make repairs or making repairs and providing replacements that caused Plaintiff [redacted] and the Pennsylvania Sub-Class Members to experience repeated instances of failure, rendering the New Vehicle Limited Warranty useless; and by minimized the scope and severity of the problems with the Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate relief to consumers, Ford knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles.

557. Defendant systematically misrepresented, concealed, suppressed, or omitted material facts relating to the Class Vehicles and Oil Pump Defect in the course of its business.

558. Defendant also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles.

559. Defendant's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

560. Defendant knew that the Class Vehicles and their 1.0L EcoBoost engines suffered from an inherent defect, were defectively designed or manufactured, and were not suitable for their intended use.

561. Defendant knew or should have known that its conduct violated the Pennsylvania CPL.

562. Plaintiff [redacted] and the Pennsylvania Sub-Class Members reasonably relied on Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and in the purchase of the Class Vehicles.

563. Had Plaintiff [redacted] and the Pennsylvania Sub-Class Members known that the Class Vehicles would exhibit the Oil Pump Defect, they would not have purchased or leased the Class Vehicles or would have paid less for them. Plaintiffs did not receive the benefit of their bargain as a result of Ford's misconduct.

564. Defendant owed Plaintiff [redacted] and the Pennsylvania Sub-Class Members a duty to disclose the truth about the Oil Pump Defect because Ford:.

a. possessed exclusive and superior knowledge of the design of the Class Vehicles and the Oil Pump Defect;

b. intentionally concealed the foregoing from Plaintiff [redacted] and the Pennsylvania Sub-Class Members;

c. had a duty under the Motor Vehicle Safety Act to disclose safety defects, which places a duty on manufacturers to report vehicle or equipment defects. 49 U.S.C. § 30118(c); and/or

d. made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiff [redacted] and the Pennsylvania Sub-Class Members that contradicted these representations.

565. Due to Ford's specific and superior knowledge that the 1.0L EcoBoost engine in the Class Vehicles will fail before their expected useful life has run due to the Oil Pump Defect, its false representations regarding the increased durability of the Class Vehicles, and reliance by Plaintiff [redacted] and the Pennsylvania Sub-Class Members on these material representations, Ford had a duty to disclose to Class members that the Oil Pump Defect will cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability, reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the Engines will cause damage to Class Vehicle, and that Class members would be required to bear the cost of the damage to their vehicles.

566. Having volunteered to provide information to Plaintiff [redacted] and the Pennsylvania Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiff [redacted] and the Pennsylvania Sub-Class Members.

567. Longevity, durability, performance, and safety are material concerns to Ford consumers. Ford represented to Plaintiff [redacted] and the Pennsylvania Sub-Class Members that they were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and containing engines of advanced and superior characteristics and technology as alleged throughout this Complaint, when in fact it is only a matter of time, far sooner than any reasonable consumer would expect, before the engines fail due to the Oil Pump Defect.

568. Plaintiff [redacted] and the Pennsylvania Sub-Class Members suffered injury in fact to a legally protected interest. As a result of Ford's conduct, Plaintiff [redacted] and the Pennsylvania Sub-Class Members were harmed and suffered actual damages in the form of the costs of diagnosis and repair of their vehicles, and the diminished value of their vehicles.

569. As a direct and proximate result of Ford's unfair or deceptive acts or practices, Plaintiff [redacted] and the Pennsylvania Sub-Class Members suffered and will continue to suffer injury in fact and/or actual damages.

570. Defendant's violations present a continuing risk to Plaintiff [redacted] and the Pennsylvania Sub-Class Members as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

571. As a proximate and direct result of Ford's unfair and deceptive trade practices, Plaintiff [redacted] and members of the Pennsylvania Sub-Class purchased or leased Class Vehicles and suffered an ascertainable loss and financial harm. This included ascertainable losses in the form of actual damages in the amount of the cost to attempt to repair the Oil Pump Defect, replaced the damaged related system components, diminution of Class Vehicle resale value, increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

572. Defendant is liable to Plaintiff [redacted] and the Pennsylvania Sub-Class Members for treble their actual damages or $100, whichever is greater, and attorneys' fees and costs under 73 P.S. § 201-9.2(a). Plaintiff [redacted] and the Pennsylvania Sub-Class members are also entitled to an award of punitive damages given that Defendant's conduct was malicious, wanton, willful, oppressive, or exhibited a reckless indifference to the rights of others.

## COUNT XV

**Breach of Express Warranty (Pennsylvania)**
**(13 PA. CONS. STAT. §§ 2313 and 2A210)**
**Plaintiff [redacted] Individually and on Behalf of the Maryland Subclass**

573. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

574. Plaintiff [redacted] brings this cause of action on her behalf and on behalf of the Maryland Subclass.

575. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and a "seller" of motor vehicles under § 2103(a).

576. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

577. The Class Vehicles are and were at all relevant times "goods" within the meaning of 13 Pa. Cons. Stat. § 2105(a) and 2A103(a).

578. Ford provided all purchasers and lessees of the Class Vehicles with the express warranty described herein, which became a material part of the bargain.

579. Ford sold and leased the Class Vehicles with a written express warranty covering the Vehicles for three years or 36,000 miles, whichever comes first.

580. Ford's New Vehicle Limited Warranty expressly states that Ford will "without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied

materials or factory workmanship" so long the Vehicle is properly operated and maintained and taken to a Ford dealership for repair within the warranty period.

581. Ford further provides powertrain warranty coverage, which is applicable to "the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump" as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes first.

582. For certified pre-owned ("CPO") Vehicles, Ford offers an additional limited warranty covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

583. Ford's CPO Vehicle warranty states that a dealer will replace "all covered components . . . that are found to be defective in factory-supplied materials or workmanship during the applicable warranty periods." The engine and its components—including the cylinder block and cylinder heads—are included in Ford's list of "covered components."

584. Ford manufactured and/or installed the engines and the engines' component parts in the Class Vehicles, and the engines and their component parts are covered by the express Warranties.

585. The Oil Pump Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Plaintiff [redacted] and the Pennsylvania Subclass Members.

586. Plaintiff [redacted] and the Pennsylvania Subclass Members relied on Ford's express warranties, which were a material part of the bargain, when purchasing or leasing their Class Vehicles.

587. Under the express Warranties, Ford was obligated to correct the Oil Pump Defect in the vehicles owned or leased by Plaintiff [redacted] the Pennsylvania Subclass Members.

588. Although Ford was obligated to correct the Oil Pump Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

589. Ford breached the express Warranties by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranties, Ford falsely informed Pennsylvania Subclass Members that there was no problem with their Class Vehicles, performed ineffective procedures including software updates, and/or replaced defective components in the engines with equally defective components, without actually repairing the Class Vehicles.

590. Ford and its agent dealers have failed and refused to conform the engines to the express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

591. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

592. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Plaintiff [redacted] and the Pennsylvania Subclass Members. Among other things, Plaintiff [redacted] and the Pennsylvania Subclass Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

593. Plaintiff [redacted] and the Pennsylvania Subclass Members have complied with all obligations under the Warranties, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

594. Plaintiff [redacted] and the Pennsylvania Subclass Members sent ford a notice and demand on June 2, 2023. They also were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Pump Defect from the complaints and service requests it

received from Plaintiffs and the Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal and external sources.

595. Because Ford, through its conduct and exemplified by its own service bulletins, has covered repairs of the Oil Pump Defect if Ford determines the repairs are appropriately covered under the Warranties, Ford cannot now deny that the Warranties cover the Oil Pump Defect.

596. Because Ford has not been able remedy the Oil Pump Defect, any limitation on remedies included in the Warranties causes the Warranties to fail their essential purposes, rendering them null and void.

597. As a direct and proximate cause of Ford's breach, Plaintiff [redacted] and the Pennsylvania Subclass Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiff [redacted] and the Pennsylvania Subclass Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

598. As a direct and proximate result of Ford's breach of express warranties, Plaintiff [redacted] and the Pennsylvania Subclass Members have been damaged in an amount to be determined at trial.

## COUNT XVI

**Breach of Implied Warranty of Merchantability (Pennsylvania)**
**(13 PA. CONS. STAT. §§ 2314 and 2A212)**
**Plaintiff [redacted] Individually and on Behalf of the Pennsylvania Subclass**

599. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

600. Plaintiff [redacted] brings this cause of action on her behalf and on behalf of the Pennsylvania Subclass.

601. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and a "seller" of motor vehicles under § 2103(a).

602. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

603. The Class Vehicles are and were at all relevant times "goods" within the meaning of 13 Pa. Cons. Stat. § 2105(a) and 2A103(a).

604. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to 13 Pa. Cons. Stat. §§ 2314 and 2A212.

605. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Class Vehicles to customers through authorized dealers, like those from whom Plaintiff [redacted] and members of the Pennsylvania Subclass bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Plaintiff [redacted] and members of the Pennsylvania Subclass, with no modification to the defective Class Vehicles.

606. Ford provided Plaintiff [redacted] and members of the Pennsylvania Subclass with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

607. This implied warranty included, among other things: (i) a warranty that the Class Vehicles that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their intended use while the Class Vehicles were being operated.

608. Contrary to the applicable implied warranties, the Class Vehicles at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles were and are defective at the time of sale or lease and thereafter as more fully described above. Ford knew of this defect at the time these sale or lease transactions occurred.

609. As a result of Ford's breach of the applicable implied warranties, Plaintiff [redacted] and members of the Pennsylvania Subclass suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Defect, Plaintiff [redacted] and members of the Pennsylvania Subclass were harmed and suffered actual damages in that the Class Vehicles are substantially certain to fail before their expected useful life has run.

610. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of the Uniform Commercial Code and relevant state law.

611. Plaintiff [redacted] and members of the Pennsylvania Subclass have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

612. Plaintiff [redacted] and members of the Pennsylvania Subclass were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Ford was also on notice of the Defect from the complaints and service requests it received from Plaintiff [redacted] and members of the Pennsylvania Subclass and through other internal sources.

613. Nonetheless, Plaintiffs provided notice to Ford of the breach of implied warranties when they repeatedly took their vehicle to an authorized Ford dealership and requested warranty repairs. Further, Plaintiff [redacted] provided written notice by letter dated June 2, 2023.

614. As a direct and proximate cause of Ford's breach, Plaintiff [redacted] and members of the Pennsylvania Subclass suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiff Bilotta and members of the Pennsylvania Subclass have incurred or will incur economic damages at the point of repair in the form of the cost of repair as well as additional losses.

615. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff [redacted] and members of the Pennsylvania Subclass have been damaged in an amount to be proven at trial.

**COUNT XIIIII**

**Violation of the Texas Deceptive Trade Practices Act**
**Texas Bus. & Com. Code § 17.41, et seq.**
**Plaintiffs [redacted] and [redacted] Individually and on Behalf of the Texas Subclass**

616. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

617. Plaintiffs [redacted] and [redacted] bring this claim on behalf of themselves and the members of the Texas Subclass.

618. Plaintiffs [redacted] and members of the Texas Subclass are individuals, partnerships, or corporations with assets of less than $25 million (or are controlled by corporations or entities with less than $25 million in assets), see Tex. Bus. & Com. Code § 17.41 and are therefore "consumers" pursuant to Tex. Bus. & Corn. Code § 17.45(4).

619. Ford is a "person" as that term is defined in Tex. Bus. & Corn. Code § 17.45(3).

620. Ford is engaged in "trade" or "commerce" or "consumer transactions" within the meaning Tex. Bus. & Com. Code § 17.46(a).

621. The Texas Deceptive Trade Practices ("Texas DTPA") prohibits "false, misleading, or deceptive acts or practices in the conduct of any trade or commerce," Tex. Bus. & Corn. Code § 17.46(a), and an "unconscionable action or course of action," which means "an act or practice which, to a consumer's detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree." Tex. Bus. & Com. Code §§ 17.45(5) and 17.50(a)(3). Ford engaged in unlawful trade practices, and unfair or deceptive acts or practices that violated the Texas DTPA.

622. Ford participated in unfair or deceptive trade practices that violated the Texas DTPA. As described below and alleged throughout the Complaint, by failing to disclose the Defect, by concealing the Defect, by marketing its vehicles as safe, reliable, well-engineered, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, performance and reliability, and stood behind its vehicles after they were sold, Ford knowingly and intentionally

misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles. Ford systematically misrepresented, concealed, suppressed, or omitted material facts relating to the Class Vehicles and the Defect in the course of its business.

623. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles.

624. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford' s trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

625. Ford knew that the Class Vehicles suffered from an inherent defect, were defectively designed and/or used improper or deficient materials, and were not suitable for their intended use.

626. Ford knew or should have known that its conduct violated the Texas DTPA.

627. Defendant was under a duty to Plaintiffs [redacted] and the Texas Subclass Members to disclose the defective nature of the Class Vehicles because:

a. Defendant was in a superior position to know the true state of facts about the safety defect in the Class Vehicles

b. Defendant made partial disclosures about the quality of the Class Vehicles without revealing the defective nature of the Class Vehicles;

c. Defendant was under an obligation to disclose safety defects under federal motor vehicle safety laws; and

d. Defendant actively concealed the defective nature of the Class Vehicles from Texas Plaintiff and the Texas Subclass Members at the time of sale and thereafter.

628. By failing to disclose the Defect, Defendant knowingly and intentionally concealed material facts and breached its duty not to do so.

629. The facts concealed or not disclosed by Defendant to Plaintiffs [redacted] and the Texas Subclass Members are material because a reasonable person would have considered them to be important in deciding whether or not to purchase or lease Defendant's Class Vehicles, or to pay less for them. Whether a vehicle becomes inoperable when the differential fails is a material safety concern. Had Plaintiffs [redacted] and the Texas Subclass Members known that the Class Vehicles suffered from the Defect described herein, they would not have purchased or leased the Class Vehicles or would have paid less for them.

630. Plaintiffs [redacted] and the Texas Subclass Members are reasonable consumers who do not expect that their vehicles will suffer from the Defect. That is the reasonable and objective consumer expectation for vehicles.

631. As a result of Defendant's misconduct, Plaintiffs [redacted] and the Texas Subclass Members have been harmed and have suffered actual damages in that the Class Vehicles are defective and require repairs or replacement.

632. As a direct and proximate result of Defendant's unfair or deceptive acts or practices, Plaintiffs [redacted] and the Texas Subclass Members have suffered and will continue to suffer actual damages.

633. Ford's violations present a continuing risk to Plaintiffs [redacted] and the Texas Subclass Members as well as to the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

634. Pursuant to statute, Plaintiffs [redacted] and [redacted] each provided notice of their claims by letters dated May 23, 2023, June 2, 2023, and September 6, 2023. Plaintiffs [redacted] and members of the Texas Subclass seek all damages and relief to which they are entitled to because Ford failed to remedy its unlawful conduct within the requisite time period.

635. Pursuant to Tex. Bus. & Com. Code § 17.50, Plaintiffs [redacted] and members of the Texas Subclass seek an order enjoining Ford from engaging in unfair and/or deceptive acts or practices, damages, multiple damages for knowing and intentional violations,

pursuant to § 17.50(b)(1), punitive damages, and attorneys' fees, costs, and any other just and proper relief available under the Texas DTPA.

## COUNT XIVII

**Breach of Express Warranty (Texas)**
**(TEX. BUS. & COM. CODE §§ 2.313 AND 2A.210)**
**Plaintiffs [redacted] [redacted] Individually and on Behalf of the Texas Subclass**

636. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

637. Plaintiffs [redacted] [redacted] and [redacted] bring this cause of action individually and on behalf of the Texas Subclass.

638. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Texas Bus. & Corn. Code §§ 2.104(1) and 2A.103(a)(20), and a "seller" of motor vehicles under § 2.103(a)(4).

639. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Texas Bus. & Corn. Code § 2A.103(a)(16).

640. The Class Vehicles are and were at all relevant times "goods" within the meaning of Texas Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

641. Ford provided all purchasers and lessees of the Class Vehicles with the express warranty described herein, which became a material part of the bargain.

642. Ford sold and leased the Class Vehicles with a written express warranty covering the Vehicles for three years or 36,000 miles, whichever comes first.

643. Ford's New Vehicle Limited Warranty expressly states that Ford will "without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship" so long the Vehicle is properly operated and maintained and taken to a Ford dealership for repair within the warranty period.

644. Ford further provides powertrain warranty coverage, which is applicable to "the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump" as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes first.

645. For certified pre-owned ("CPO") Vehicles, Ford offers an additional limited warranty covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

646. Ford's CPO Vehicle warranty states that a dealer will replace "all covered components . . . that are found to be defective in factory-supplied materials or workmanship during the applicable warranty periods." The engine and its components—including the cylinder block and cylinder heads—are included in Ford's list of "covered components."

647. Ford manufactured and/or installed the engines and the engines' component parts in the Class Vehicles, and the engines and their component parts are covered by the express Warranties.

648. The Oil Pump Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Plaintiffs [redacted] and the Texas Subclass Members.

649. Plaintiffs relied on Ford's express warranties, which were a material part of the bargain, when purchasing or leasing their Class Vehicles.

650. Under the express Warranties, Ford was obligated to correct the Oil Pump Defect in the vehicles owned or leased by Plaintiffs [redacted] and the Texas Subclass Members.

651. Although Ford was obligated to correct the Oil Pump Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

652. Ford breached the express Warranties by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranties, Ford falsely informed Texas Subclass Members that there was no problem with their Class Vehicles, performed ineffective procedures including software updates, and/or replaced defective components in the engines with equally defective components, without actually repairing the Class Vehicles.

653. Ford and its agent dealers have failed and refused to conform the engines to the express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

654. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

655. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Plaintiffs [redacted] and the Texas Subclass Members. Among other things, Plaintiffs [redacted] and the Texas Subclass Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

656. Plaintiffs [redacted] and the Texas Subclass Members have complied with all obligations under the Warranties, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

657. Plaintiffs [redacted] and the Texas Subclass Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Pump Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal and external sources.

658. Nonetheless, Plaintiffs [redacted] and [redacted] provided notice to Ford of the breach of the warranties when they repeatedly took their vehicle to an authorized Ford dealership and requested warranty repairs. Further, Plaintiffs [redacted] and [redacted] each provided notice of their claims by letters dated May 23, 2023, June 2, 2023, and September 6, 2023.

659. Because Ford, through its conduct and exemplified by its own service bulletins, has covered repairs of the Oil Pump Defect if Ford determines the repairs are appropriately covered under the Warranties, Ford cannot now deny that the Warranties cover the Oil Pump Defect.

660. Because Ford has not been able remedy the Oil Pump Defect, any limitation on remedies included in the Warranties causes the Warranties to fail their essential purposes, rendering them null and void.

661. As a direct and proximate cause of Ford's breach, Plaintiffs [redacted] and the Texas Subclass Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiffs [redacted] and the Texas Subclass Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

662. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs [redacted] and the Texas Subclass Members have been damaged in an amount to be determined at trial.

## COUNT XIX

**Breach of Implied Warranty of Merchantability (Texas)**
**(Tex. Bus. & Com. Code §§ 2.314 and 2A.212)**
**Plaintiff [redacted] Individually and on Behalf of the Texas Subclass**

663. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

664. Plaintiffs [redacted] and [redacted] bring this cause of action individually and on behalf of the Texas Subclass.

665. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Texas Bus. & Corn. Code §§ 2.104(1) and 2A.103(a)(20), and a "seller" of motor vehicles under § 2.103(a)(4).

666. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Texas Bus. & Corn. Code § 2A.103(a)(16).

667. The Class Vehicles are and were at all relevant times "goods" within the meaning of Texas Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

668. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under Tex. Bus. & Com. Code §§ 2.314 and 2A.212.

669. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Class Vehicles to customers through authorized dealers, like those from whom Plaintiffs [redacted] and the Texas Subclass members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Plaintiffs [redacted] and the Texas Subclass members, with no modification to the defective Class Vehicles.

670. Ford provided Plaintiffs [redacted] and the Texas Subclass members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

671. This implied warranty included, among other things: (i) a warranty that the Class Vehicles that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their intended use while the Class Vehicles were being operated.

672. Contrary to the applicable implied warranties, the Class Vehicles at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles were and are

defective at the time of sale or lease and thereafter as more fully described above. Ford knew of this defect at the time these sale or lease transactions occurred.

673. As a result of Ford's breach of the applicable implied warranties, Plaintiffs [redacted] and the Texas Subclass members suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Defect, Plaintiffs [redacted] and the Texas Subclass members were harmed and suffered actual damages in that the Class Vehicles are substantially certain to fail before their expected useful life has run.

674. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of the Uniform Commercial Code and relevant state law.

675. Plaintiffs [redacted] and the Texas Subclass members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

676. Plaintiffs [redacted] and the Texas Subclass members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Ford was also on notice of the Defect from the complaints and service requests it received from Plaintiffs [redacted] and the Texas Subclass members and through other internal sources.

677. As a direct and proximate cause of Ford's breach, Plaintiffs [redacted] and the Texas Subclass members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiffs [redacted] and the Texas Subclass members have incurred or will incur economic damages at the point of repair in the form of the cost of repair as well as additional losses.

678. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiffs [redacted] and the Texas Subclass members have been damaged in an amount to be proven at trial.

**COUNT XV**

**Breach of Implied Warranty of Merchantability ([redacted]**
**(TENN. CODE ANN. § 47-2-314 and 47-2A-212)**
**Plaintiff [redacted] Individually and on Behalf of the Tennessee Subclass**

679. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

680. Plaintiff [redacted] brings this cause of action individually and on behalf of the Tennessee Subclass.

681. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Tenn. Code §§ 47-2-104(1) and 47-2A-103(1)(t), and "seller" of motor vehicles under § 47-2-103(1)(d).

682. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Tenn. Code § 47-2A-103(1)(p).

683. The Class Vehicles are and were at all relevant times "goods" within the meaning of Tenn. Code §§ 47-2-105(1) and 47-2A-103(1)(h).

684. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under TENN. CODE ANN. § 47-2-314 and 47-2A-212.

685. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Class Vehicles to customers through authorized dealers, like those from whom Plaintiff [redacted] and the [redacted] Subclass members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Plaintiff [redacted] and the [redacted] Subclass members, with no modification to the defective Class Vehicles.

686. Ford provided Plaintiff [redacted] and the Tennessee Subclass members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

687. This implied warranty included, among other things: (i) a warranty that the Class Vehicles that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their intended use while the Class Vehicles were being operated.

688. Contrary to the applicable implied warranties, the Class Vehicles at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles were and are defective at the time of sale or lease and thereafter as more fully described above. Ford knew of this defect at the time these sale or lease transactions occurred.

689. As a result of Ford's breach of the applicable implied warranties, Plaintiff [redacted] and the [redacted] Subclass members suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Defect, Plaintiff [redacted] and the [redacted] Subclass members were harmed and suffered actual damages in that the Class Vehicles are substantially certain to fail before their expected useful life has run.

690. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of the Uniform Commercial Code and relevant state law.

691. Plaintiff [redacted] and the [redacted] Subclass members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

692. Plaintiff [redacted] and the [redacted] Subclass members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Nevertheless, Plaintiff [redacted] served Ford with a demand letter notifying it of its breaches of implied warranty on September 11, 2023. Ford was also on

notice of the Defect from the complaints and service requests it received from Plaintiff [redacted] and the [redacted] Subclass members and through other internal sources.

693. As a direct and proximate cause of Ford's breach, Plaintiff [redacted] and the [redacted] Subclass members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiff [redacted] and the [redacted] Subclass members have incurred or will incur economic damages at the point of repair in the form of the cost of repair as well as additional losses.

694. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff [redacted] and the [redacted] Subclass members have been damaged in an amount to be proven at trial.

## COUNT XVI

**Unjust Enrichment**
**In the Alternative to All Other Claims**
**All Plaintiffs, Individually and on Behalf of the State Subclasses**

695. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

696. Plaintiffs bring this claim, under the laws of their respective home states, individually and on behalf of their respective State Subclasses.

697. This claim is pleaded in the alternative to the other claims set forth herein.

698. As the intended and expected result of its conscious wrongdoing, Ford has profited and benefited from the purchase and lease of Class Vehicles that contain the Defect.

699. In particular, the value of the Class Vehicles was artificially inflated by Ford's concealment of the Oil Pump Defect, and Plaintiffs and Class Members have overpaid for the cars and have been forced to pay other costs.

700. As a result of its wrongful acts, concealments, and omissions of the defect in its Class Vehicles, as set forth above, Ford charged higher prices for their vehicles than the vehicles'

true value. Plaintiffs and Class Members paid than higher price for their vehicles to Ford's authorized distributors and dealers, which are in Ford's control and from whom Ford receives monetary benefits..

701. Moreover, Ford continues to profit from its ongoing wrongful behavior by denying the nature and existence of the Oil Pump Defect to Plaintiffs and Class Members during the duration of the Warranties, refusing to honor the Warranties, and selling replacement parts to Plaintiffs and the Class Members.

702. Ford has voluntarily accepted and retained these profits and benefits, knowing that, as a result of its misconduct alleged herein, Plaintiffs and the Class Members were not receiving Class Vehicles of the quality, nature, fitness, reliability, safety, or value that Ford had represented and that a reasonable consumer would expect. Plaintiffs and the Class Members expected that when they purchased or leased a Class Vehicle, it would not contain a Defect that makes the vehicle unreliable and poses a serious safety risk.

703. Plaintiffs and all Class members were not aware of the true facts about the Class Vehicles and did not benefit from Ford's conduct.

704. Ford has been unjustly enriched by its deceptive, wrongful, and unscrupulous conduct and by its withholding of benefits and monies from Plaintiffs and Class Members rightfully belonging to them.

705. Equity and good conscience militate against permitting Ford to retain these profits and benefits from its wrongful conduct.

706. As a result of the Defendant's unjust enrichment, Plaintiffs and Class Members have suffered damages.

707. Plaintiffs do not seek restitution under their Unjust Enrichment claim. Rather, Plaintiffs and Class Members seek non-restitutionary disgorgement of the financial profits that Defendant obtained as a result of its unjust conduct.

708. Additionally, Plaintiffs seek injunctive relief to compel Defendant to offer, under warranty, remediation solutions that Defendant identifies. Plaintiffs also seek injunctive relief

enjoining Defendant from further deceptive distribution, sales, and lease practices with respect to Class Vehicles, enjoining Defendant from selling the Class Vehicles with the misleading information; compelling Defendant to provide Class members with a replacement components that do not contain the defects alleged herein; and/or compelling Defendant to reform its warranty, in a manner deemed to be appropriate by the Court, to cover the injury alleged and to notify all Class Members that such warranty has been reformed. Money damages are not an adequate remedy for the above requested non-monetary injunctive relief.

## COUNT XVII

**Violation of the Magnuson-Moss Warranty Act,**
**15 U.S.C. §§ 2301, *et seq.***
**All Plaintiffs, Individually**

709. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

710. Plaintiffs bring this cause of action individually.

711. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301 by virtue of 28 U.S.C. §§ 1332(a) and (d).

712. Plaintiffs are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

713. Ford is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. 2301(4)-(5).

714. The Class Vehicles are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

715. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written warranty.

716. In its Limited Warranty, Ford expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects became apparent during the warranty period.

717. Ford's Limited Warranty is a written warranty within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles' implied warranty of merchantability is covered by 15 U.S.C. 2301(7).

718. With respect to Plaintiffs' purchases of the Class Vehicles, the terms of Ford's written warranty and implied warranty became part of the basis of the bargain between Ford, on the one hand, and Plaintiffs, on the other.

719. Ford breached the implied warranty of merchantability. Without limitation, the Class Vehicles have engines that leak coolant, overheat, fail, and in some instances catch fire, as described above, and which thus render the Class Vehicles unmerchantable.

720. Ford breached its express Limited Warranty by refusing to repair the defective engines in the Class Vehicles. Plaintiffs presented their vehicles for repair and Ford failed to remedy the Oil Pump Defect, whether by refusing to repair or replace the engine, providing ineffective repairs, installing another engine with the same Oil Pump Defect, or otherwise.

721. Plaintiffs [redacted] and [redacted] individually and on behalf of the members of the proposed Class, notified Ford of the Oil Pump Defect in the Class Vehicles, and its corresponding breach of warranty, through a notice letter delivered by courier on May 23, 2023 to Ford's registered agent in [redacted] [redacted]

722. Ford was also provided notice of the defect through thousands of consumer complaints and information about service repairs from its dealerships. Ford has not remedied the breach.

723. Further, Ford has refused to provide an adequate warranty repair for the Oil Pump Defect, thus rendering the satisfaction of any notice requirement futile. As stated above, customers that have presented their vehicles for warranty repair due to oil pressure problems and engine failure have simply been provided either replacement parts that do nothing to fix the Oil Pump Defect, or replacement defective engines.

724. At the time of sale or lease of each Class Vehicle, Ford knew, should have known, or was reckless in not knowing of the Class Vehicles' inability to perform as warranted, but

nonetheless failed to rectify the situation and/or disclose the Oil Pump Defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate and futile, and any requirement that Plaintiffs resort to an informal dispute resolution procedure and/or afford Ford a reasonable opportunity to cure its breach of warranties is excused and thus deemed satisfied.

725. The amount in controversy of Plaintiffs' individual claims meet or exceed the sum of $25. The amount in controversy in this action exceeds the sum of $50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

726. As a direct and proximate result of Ford's breaches of its Limited Warranty and the implied warranty of merchantability, Plaintiffs have sustained damages in an amount to be determined at trial.

727. Plaintiffs seek all damages permitted by law, including the diminution in value of their vehicles, in an amount to be proven at trial.

## COUNT XVIII

**Fraud by Omission or Fraudulent Concealment**
**All Plaintiffs, Individually and on Behalf of the Nationwide Class,**
**Or, in the Alternative, on Behalf of All Subclasses**

728. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

729. Plaintiffs bring this cause of action on behalf of themselves and the Nationwide Class against Defendant as there are no true conflicts among the states' laws of fraudulent concealment/omission. Defendant is liable for both fraudulent concealment and non-disclosure, including the resultant fraudulent inducement. *See, e.g.*, Restatement (Second) Torts §§ 550-51 (1977). In alternative, Plaintiffs bring this claim on behalf of each of the State Subclasses, against Defendant.

730. Ford distributed and sold the Class Vehicles in all 50 states. Ford also drafted, distributed, and disseminated the same advertising materials in all 50 states, including on the

website it maintains to advertise the Class Vehicles. Those materials omitted any mention of the Defect and its associated safety concerns.

731. Ford also drafted the Monroney Stickers which were affixed to Class Vehicles and contained other safety information about the vehicles, including the safety systems available on the vehicles such as airbags, autonomous braking and other systems, but failed to disclose the Defect and its associated safety concerns.

732. Ford knew that the Class Vehicles suffered from an inherent Oil Pump Defect, were defectively designed and/or manufactured and were not suitable for their intended use.

733. Defendant concealed from and failed to disclose to Plaintiffs and Class Members the defective nature of the Class Vehicles.

734. Defendant was under a duty to Plaintiffs and Class Members to disclose the defective nature of the Class Vehicles because:

735. Defendant was in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles;

a. The omitted facts were material because they directly impact the safety of the Class Vehicles;

b. Defendant knew the omitted facts regarding the Oil Pump Defect were not known to or reasonably discoverable by Plaintiffs and Class Members;

c. Defendant made partial disclosures about the quality of the Class Vehicles without revealing their true defective nature; and,

d. Defendant actively concealed the defective nature of the Class Vehicles from Plaintiffs and Class Members.

736. Ford also had a statutory duty to disclose known safety defects to consumers and NHTSA under federal motor vehicle safety law.

737. The facts concealed or not disclosed by Defendant to Plaintiffs and the other Class Members are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease Defendant's Class Vehicles or pay a lesser price for them.

Whether a Class Vehicle's oil pump is defective, which can cause the vehicle to go into limp mode, lose power while driving, and complete failure, is a material safety concern. Had Plaintiffs and Class Members known about the defective nature of the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have paid less for them.

738. Defendant concealed or failed to disclose the true nature of the design and/or manufacturing defects contained in the Class Vehicles to induce Plaintiffs and Class Members to act thereon. Plaintiffs and the other Class Members justifiably relied on Defendant's omissions to their detriment. This detriment is evident from Plaintiffs' and Class Members' purchase or lease of Defendant's defective Class Vehicles.

739. Defendant continued to conceal the defective nature of the Class Vehicles even after Class Members began to report the problems. Indeed, Defendant continues to cover up and conceal the true nature of the problem today.

740. As a direct and proximate result of Defendant's misconduct, Plaintiffs and Class Members have suffered and will continue to suffer actual damages. Plaintiffs and the Class reserve their right to elect either to (a) rescind their purchase or lease of the defective Vehicles and obtain restitution or (b) affirm their purchase or lease of the defective Vehicles and recover damages.

741. Defendant's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Class's rights and well-being to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, hereby requests that this Court enter an Order against Ford providing for the following:

A. Certification of the proposed Class, appointment of Plaintiffs and their counsel to represent the Class, and provision of notice to the Class;

B. An order permanently enjoining Ford from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint

C. Injunctive relief in the form of a recall or free replacement/repair program;

D. Equitable relief, including in the form of buyback of the Class Vehicles;

E. Costs, restitution, damages, including punitive damages, penalties, and disgorgement in an amount to be determined at trial;

F. An Order requiring Ford to pay pre- and post-judgment interest on any amounts awarded, as provided by law;

G. An award of reasonable attorneys' fees and costs as permitted by law; and

H. Such other or further relief as may be appropriate.

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury for all claims so triable.

Respectfully submitted,

/s/ *Robert J. Kriner, Jr.*

Dated: September 15, 2023

Robert J. Kriner, Jr. (Del. Bar No. 2546)
Scott M. Tucker (Del. Bar No. 4925)
[redacted]

Tel: (610) 642-8500
tnm@chimicles.com
amk@chimicles.com

Russell D. Paul (Bar No. 4647)
Abigail Gertner (*pro hac vice forthcoming*)
Amey J. Park (*pro hac vice forthcoming*)
Natalie Lesser (*pro hac vice forthcoming*)
**BERGER MONTAGUE PC**
1818 Market Street, Suite 3600

[redacted]

# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF DELAWARE**

[redacted] on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendants.

[redacted]

**JURY TRIAL DEMANDED**

**CLRA VENUE DECLARATION OF PLAINTIFF** [redacted]

I, [redacted], declare as follows:

1 I have personal knowledge of the facts stated herein and, if called upon to do so, could competently testify thereto.

2. I am a Plaintiff in the above-captioned action.

3. I submit this declaration in support of the First Amended Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code §§ 1750 *et seq*.

4. The Class Action Complaint has been filed in the proper place for trial of this action.

5. Defendant Ford Motor Company is incorporated in Delaware, with their registered agent residing in Wilmington, DE, which is within New Castle County. Defendant conducts substantial business, including the acts and practices at issue in this action, within New Castle County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Executed on September 14, 2023 in Upland, CA.

[redacted] _____



# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
300 Carnegie Center
Suite 150
Princeton, NJ 08540

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


May 10, 2023

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

Re: [redacted]
Vehicle: 2020 Ford Ecosport
VIN: MAJ3S2GE5LC[redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interest [redacted] relating to the purchase of the above-mentioned vehicle. Let this letter serve as notificatio[redacted]tely cease and desist all communications with our client. **The only exception is the dealership may communicate with our client in reference to current and future repairs. The dealer must also provide all necessary documentation for our client including but not limited to repair orders, sales documents and current registration.** Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

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

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

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

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Jay Chamberlin
Of Counsel Attorney for Plaintiff

CC: Enterprise Car Sales Elmwood Park, 100 Hwy 46, Elmwood Park, NJ 07407

[redacted]

[redacted]

INVOICE

KOCH 33 AUTO.com
Ford TOYOTA COLLISION CENTER
3810 Hecktown Rd, Easton, PA 18045 | 866-885-8312
Phone: 610-253-9191 · Fax: 610-258-4444



SERVICE ADVISOR: 10731 WALTER FRIES III

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| RED | 20 | FORD ECOSPORT | MAJ3S2GE5LC[redacted] | | 55204/55210 | [redacted]. |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN20 DD | | | 16:00 06MAY23 | | 249.99 | CASH | 11MAY23 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 08:56 17APR23 | 06:04 11MAY23 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A TOWED IN - CUSTOMER STATES DIED WHILE DRIVING, POSS OIL PUMP BELT, WOULD NOT ACCEL, | | | |
| CAUSE: . | | | |
| 12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N | | | |
| 8384 WF | | | (N/C) |
| 1 G1FZ*6006*A SERVICE ENGINE ASY | | | (N/C) |
| CORE CHARGE W | | | (N/C) |
| 1 *W715141*S442 BOLT | | | (N/C) |
| 14 *W715474*S437 BOLT AND WASHER ASY - HEX.HEAD | | | (N/C) |
| 1 GN1Z*5A215*A CLAMP - EXHAUST | | | (N/C) |
| 1 FL*910S*B12 KIT - ELEMENT & GASKET - OIL F | | | (N/C) |
| 1 CM5Z*9450*A GASKET | | | (N/C) |
| 6 *W716271*S437 NUT | | | (N/C) |
| 4 *W715618*S437 NUT | | | (N/C) |
| 1 CM5Z*6A345*A BOLT - HEX.HEAD | | | (N/C) |
| 10 CM5Z*00812*E BOLT | | | (N/C) |
| 2 CM5Z*00812*H BOLT - SPECIAL | | | (N/C) |
| 4 CM5Z*00812*F BOLT | | | (N/C) |
| 3 *W715991*S442 BOLT | | | (N/C) |
| 2 *W500414*S442 BOLT | | | (N/C) |
| 1 CM5Z*6C683*A FILTER ASY | | | (N/C) |
| 1 F1FZ*9N454*K HEAT SHIELD | | | (N/C) |
| 1 CM5Z*6378*A WASHER | | | (N/C) |
| 1 CM5Z*9229*A KIT - "O" RING | | | (N/C) |
| 1 CM5Z*6K679*B PIPE - OIL FEED | | | (N/C) |
| 1 PM*4*A BRAKE CLEANER | | | (N/C) |
| 1 ZC*20* SHAMPOO - ENGINE | | | (N/C) |
| 1 VC*13*G ANTI-FREEZE | | | (N/C) |
| 1 XL*2* LUBRICANT - UNIVERSAL ANTI-SEI | | | (N/C) |
| 1 4R8Z*6N652*A GASKET | | | (N/C) |
| 6 *W715195*S437 BOLT | | | (N/C) |
| 1 CM5Z*8255*B GASKET | | | (N/C) |
| 1 CM5Z*6700*B SEAL ASY - CRANKSHAFT OIL - FR | | | (N/C) |

**DISCLAIMER OF WARRANTIES**

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

**X** _____

CUSTOMER SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| LESS DISCOUNT | |
| SUBLET AMOUNT | |
| MISC/EXT WARR | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

**CUSTOMER COPY**

The dealer warrants to the original purchaser, retail, fleet, and wholesaler, that Ford parts and accessories found to be defective in factory-supplied material or workmanship will be repaired, replaced, or exchanged for:

- Parts and accessories for Ford, Mercury, and Lincoln cars, and light trucks: 12 months or 12,000 miles, whichever comes first,
- Parts and accessories for 600 and higher series trucks: 12 months / unlimited miles.

The only requirement of the purchaser is to return the defective part or accessory to the dealer's place of business during regular business hours for repair or replacement. The purchaser must have the original counter sale receipt or repair order for a dealer-installed part or accessory in order to validate the date and mileage on the vehicle at the date of sale or installation of the original part or accessory.

If the purchaser is traveling or has moved to a different locality, any authorized Ford Motor Company Dealer will fulfill this warranty.

**NOTE:** Contact your Ford Dealer to verify any exceptions to warranty coverages.

**IMPORTANT:** When a service part or accessory (either dealer-installed on a customer-pay basis or sold over-the-counter) fails and is replaced or exchanged at no **charge to the purchaser**, the replacement part or accessory assumes only the remaining, unexpired portion of the warranty on the original **purchased** part or accessory. **The warranty period does not start over.**

THIS WARRANTY DOES NOT COVER PARTS AND ACCESSORIES THAT FAIL DUE TO ABUSE, MISUSE, NEGLECT, ALTERATION, ACCIDENT, RACING, OR THE USE OF NON-FORD PARTS, OR PARTS WHICH ARE REPLACED AS A PART OF NORMAL MAINTENANCE.

TO THE EXTENT ALLOWED BY LAW, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES ARE NOT COVERED.

THERE IS NO OTHER EXPRESSED WARRANTY OF FORD MOTOR COMPANY - SUPPLIED REPLACEMENT PARTS AND ACCESSORIES.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS; THEREFORE, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT ALWAYS APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

# LIMITED WARRANTY
## FOR TOYOTA PARTS OR ACCESSORIES

### WHAT IS COVERED:

- TOYOTA* warrants that it will either provide a replacement part or repair any TOYOTA part or accessory that is defective in material or workmanship. This warranty applies to new or remanufactured parts which are genuine or authorized TOYOTA parts. Except for those parts or accessories listed below, this warranty is good for 12 months, regardless of mileage form the date of purchase or installation on a vehicle, or the remainder of any applicable new vehicle warranty, whichever provides greater coverage.

**COVERAGE OTHER THAN 12 MONTHS REGARDLESS OF MILEAGE:**

### BATTERY LIMITED WARRANTY:

- TOYOTA authorized replacement batteries are warranted from the date of purchase or installation for 18 months, regardless of mileage, or the remainder of any applicable New Vehicle Warranty, whichever provides greater coverage, and on a prorated basis thereafter. The prorated amount equal to the remaining warranty months, depending on your battery, will be credited toward that of a comparable TOYOTA replacement battery, excluding taxes and installation.

### TIRE LIMITED WARRANTY:

- Tires are warranted independently by the tire manufacturer. See manufacturer's statement for details.

### WHAT IS NOT COVERED:

- Damage to a TOYOTA part or accessory caused by a non-genuine or unauthorized TOYOTA part or component is not covered.
- Labor for removal from a vehicle and reinstallation of a part or accessory sold "over-the-counter" is not covered.
- Labor, parts and other costs (such as all lubricants) connected with recommended maintenance service are not covered. Service adjustments, such as calibration or alignments are not covered.
- Failures or damages resulting from improper installation, removal, repair, misuse, negligence, accidents, or modification of the part or the accessory are not covered.
- This Limited Warranty does not apply where the vehicle mileage cannot be determined, or has been altered, or where proof of purchase is unavailable.
- INCIDENTAL OR CONSEQUENTIAL DAMAGES (FOR OTHER THAN PERSONAL INJURY) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY (SUCH AS TELEPHONE CALLS, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS) ARE NOT COVERED.
- ANY IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE APPLICABLE DURATION OF THIS WRITTEN WARRANTY.
- SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- THIS IS THE ONLY EXPRESS WARRANTY AUTHORIZED BY TOYOTA. THE PERFORMANCE OF REPAIRS OR THE REPLACEMENT OF THE PART ARE THE EXCLUSIVE REMEDIES UNDER THIS WARRANTY OR ANY IMPLIED WARRANTY. TOYOTA DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH TOYOTA PARTS OR ACCESSORIES.
- This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

### OWNER'S REPONSIBILITIES:

- To obtain this warranty coverage, return the part or accessory, or vehicle to which it is attached, to any authorized TOYOTA dealer.
- Because warranty coverage periods are calculated on a time or mileage basis from the date of purchase, it is recommended that you retain proof of the purchase date and vehicle mileage at the time of purchase.

### FOR MORE INFORMATION:

- For more information, please call your dealership or call TOYOTA toll free at 1-800-331-4331.
- If you would prefer to write, our address is:
  TOYOTA Customer Assistance Center
  P.O. Box 2991, Torrance, CA 90509-2991

*TOYOTA is Toyota Motor Sales, U.S.A., Inc. (a California corporation), for the purpose of warranty in the United States mainland.

**ARBITRATION CLAUSE PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

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

By acceptance of the products and/or services referenced either on the reverse or the attached document, you agree that any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, and our successors or assigns, which arises out of or relates to your purchase of products and or services, shall, at your of our election, be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. Binding arbitration shall be provided by the National Arbitration Forum ("NAF"), Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com ), under the OAF Code of Procedures then in effect, or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website. If the chosen arbitration organization's rules conflict with this agreement, then the provisions of this agreement shall control.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the seller(s) of the products or services is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $1500, which may be reimbursed by decision of the arbitrator under applicable law. Each party shall be responsible for its can attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties. Any court having jurisdiction may enter judgment on the arbitrator's award. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et.seq.) and not by any state law concerning arbitration.

**YOU AND WE HAVE READ, UNDERSTAND AND ACKNOWLEDGE THAT, BY AGREEING TO BINDING ARBITRATION, YOU AND WE GIVE UP OUR RIGHTS TO TRIAL BEFORE A JURY.**

[redacted]

[redacted]

INVOICE

PAGE 2

KOCH 33 AUTO.com
Ford TOYOTA COLLISION CENTER
3810 Hecktown Rd, Easton, PA 18045 | 866-885-8312
Phone: 610-253-9191 · Fax: 610-258-4444

SERVICE ADVISOR: 10731 WALTER FRIES III

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| RED | 20 | FORD ECOSPORT | MAJ3S2GE5LC[redacted] | | 55204/55210 | [redacted]. |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN20 DD | | | 16:00 06MAY23 | | 249.99 | CASH | 11MAY23 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 08:56 17APR23 | 06:04 11MAY23 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| 1 | CM5Z*9J323*A TUBE ASY | | | | | | (N/C) |
| 1 | TA*357* SEALANT - SILICONE | | | | | | (N/C) |
| 1 | CM5Z*6L092*A TUBE ASY - DRAIN | | | | | | (N/C) |
| 1 | ZC*31*B CLEANER - METAL SURFACE | | | | | | (N/C) |
| 1 | TA*16* ADHESIVE | | | | | | (N/C) |
| 1 | AA5Z*9E583*A SEAL | | | | | | (N/C) |
| 1 | ZC*30*A REMOVER - SILICONE | | | | | | (N/C) |
| 1 | CM5Z*6K682*L TURBOCHARGER ASY | | | | | | (N/C) |
| | CORE CHARGE W | | | | | | (N/C) |
| 8 | *W715309*S300 STUD | | | | | | (N/C) |
| 1 | BM5Z*2A572*A GASKET - VACUUM PUMP | | | | | | (N/C) |
| 3 | HYFS*093*YECX SPARK PLUG | | | | | | (N/C) |
| 5 | F1FZ*6379*A BOLT - HEX.HEAD | | | | | | (N/C) |
| 1 | F1FZ*6379*A BOLT - HEX.HEAD | | | | | | (N/C) |
| 1 | CM5Z*8255*A GASKET | | | | | | (N/C) |
| -1 | CM5Z*6K682*L CORE RETURN | | | | | | (N/C) |
| -1 | G1FZ*6006*A CORE RETURN | | | | | | (N/C) |
| 12650DX1 | EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N | | | | | | |
| | EXTRA TIME TO REPEAT FINAL QUICK TEST | | | | | | |
| | 8384 | WF | | | | | (N/C) |
| 12650D45 | ENGINE MODULE - DIAGNOSTIC PIN POINT TEST - L | | | | | | |
| | 8384 | WF | | | | | (N/C) |
| 6007A | ENGINE ASSEMBLY - REMOVE AND INSTALL (6007) - L | | | | | | |
| | 8384 | WF | | | | | (N/C) |
| 6007A34 | SERVICE ENGINE ASSEMBLY - FR (FORD REMANUFACTURED ENGINE)/OEM LONG BLOCK - REPLACE (6006/6007) - L | | | | | | |
| | 8384 | WF | | | | | (N/C) |
| 6007E1 | INSPECT AND DETERMINE ENGINE CONDITION - CHECK (6006/6007/6009/6012/6675) - L | | | | | | |
| | 8384 | WF | | | | | (N/C) |
| FC: E29 01 | | | | | | | |

**DISCLAIMER OF WARRANTIES**

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

**X** _____

CUSTOMER SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| LESS DISCOUNT | |
| SUBLET AMOUNT | |
| MISC/EXT WARR | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

**CUSTOMER COPY**

The dealer warrants to the original purchaser, retail, fleet, and wholesaler, that Ford parts and accessories found to be defective in factory-supplied material or workmanship will be repaired, replaced, or exchanged for:

- Parts and accessories for Ford, Mercury, and Lincoln cars, and light trucks: 12 months or 12,000 miles, whichever comes first,
- Parts and accessories for 600 and higher series trucks: 12 months / unlimited miles.

The only requirement of the purchaser is to return the defective part or accessory to the dealer's place of business during regular business hours for repair or replacement. The purchaser must have the original counter sale receipt or repair order for a dealer-installed part or accessory in order to validate the date and mileage on the vehicle at the date of sale or installation of the original part or accessory.

If the purchaser is traveling or has moved to a different locality, any authorized Ford Motor Company Dealer will fulfill this warranty.

**NOTE:** Contact your Ford Dealer to verify any exceptions to warranty coverages.

**IMPORTANT:** When a service part or accessory (either dealer-installed on a customer-pay basis or sold over-the-counter) fails and is replaced or exchanged at no **charge to the purchaser**, the replacement part or accessory assumes only the remaining, unexpired portion of the warranty on the original **purchased** part or accessory. **The warranty period does not start over.**

THIS WARRANTY DOES NOT COVER PARTS AND ACCESSORIES THAT FAIL DUE TO ABUSE, MISUSE, NEGLECT, ALTERATION, ACCIDENT, RACING, OR THE USE OF NON-FORD PARTS, OR PARTS WHICH ARE REPLACED AS A PART OF NORMAL MAINTENANCE.

TO THE EXTENT ALLOWED BY LAW, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES ARE NOT COVERED.

THERE IS NO OTHER EXPRESSED WARRANTY OF FORD MOTOR COMPANY - SUPPLIED REPLACEMENT PARTS AND ACCESSORIES.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS; THEREFORE, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT ALWAYS APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

# LIMITED WARRANTY
## FOR TOYOTA PARTS OR ACCESSORIES

### WHAT IS COVERED:

- TOYOTA* warrants that it will either provide a replacement part or repair any TOYOTA part or accessory that is defective in material or workmanship. This warranty applies to new or remanufactured parts which are genuine or authorized TOYOTA parts. Except for those parts or accessories listed below, this warranty is good for 12 months, regardless of mileage form the date of purchase or installation on a vehicle, or the remainder of any applicable new vehicle warranty, whichever provides greater coverage.

**COVERAGE OTHER THAN 12 MONTHS REGARDLESS OF MILEAGE:**

### BATTERY LIMITED WARRANTY:

- TOYOTA authorized replacement batteries are warranted from the date of purchase or installation for 18 months, regardless of mileage, or the remainder of any applicable New Vehicle Warranty, whichever provides greater coverage, and on a prorated basis thereafter. The prorated amount equal to the remaining warranty months, depending on your battery, will be credited toward that of a comparable TOYOTA replacement battery, excluding taxes and installation.

### TIRE LIMITED WARRANTY:

- Tires are warranted independently by the tire manufacturer. See manufacturer's statement for details.

### WHAT IS NOT COVERED:

- Damage to a TOYOTA part or accessory caused by a non-genuine or unauthorized TOYOTA part or component is not covered.
- Labor for removal from a vehicle and reinstallation of a part or accessory sold "over-the-counter" is not covered.
- Labor, parts and other costs (such as all lubricants) connected with recommended maintenance service are not covered. Service adjustments, such as calibration or alignments are not covered.
- Failures or damages resulting from improper installation, removal, repair, misuse, negligence, accidents, or modification of the part or the accessory are not covered.
- This Limited Warranty does not apply where the vehicle mileage cannot be determined, or has been altered, or where proof of purchase is unavailable.
- INCIDENTAL OR CONSEQUENTIAL DAMAGES (FOR OTHER THAN PERSONAL INJURY) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY (SUCH AS TELEPHONE CALLS, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS) ARE NOT COVERED.
- ANY IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE APPLICABLE DURATION OF THIS WRITTEN WARRANTY.
- SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- THIS IS THE ONLY EXPRESS WARRANTY AUTHORIZED BY TOYOTA. THE PERFORMANCE OF REPAIRS OR THE REPLACEMENT OF THE PART ARE THE EXCLUSIVE REMEDIES UNDER THIS WARRANTY OR ANY IMPLIED WARRANTY. TOYOTA DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH TOYOTA PARTS OR ACCESSORIES.
- This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

### OWNER'S REPONSIBILITIES:

- To obtain this warranty coverage, return the part or accessory, or vehicle to which it is attached, to any authorized TOYOTA dealer.
- Because warranty coverage periods are calculated on a time or mileage basis from the date of purchase, it is recommended that you retain proof of the purchase date and vehicle mileage at the time of purchase.

### FOR MORE INFORMATION:

- For more information, please call your dealership or call TOYOTA toll free at 1-800-331-4331.
- If you would prefer to write, our address is:
  TOYOTA Customer Assistance Center
  P.O. Box 2991, Torrance, CA 90509-2991

*TOYOTA is Toyota Motor Sales, U.S.A., Inc. (a California corporation), for the purpose of warranty in the United States mainland.

**ARBITRATION CLAUSE PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

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

By acceptance of the products and/or services referenced either on the reverse or the attached document, you agree that any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, and our successors or assigns, which arises out of or relates to your purchase of products and or services, shall, at your of our election, be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. Binding arbitration shall be provided by the National Arbitration Forum ("NAF"), Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com ), under the OAF Code of Procedures then in effect, or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website. If the chosen arbitration organization's rules conflict with this agreement, then the provisions of this agreement shall control.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the seller(s) of the products or services is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $1500, which may be reimbursed by decision of the arbitrator under applicable law. Each party shall be responsible for its can attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties. Any court having jurisdiction may enter judgment on the arbitrator's award. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et.seq.) and not by any state law concerning arbitration.

**YOU AND WE HAVE READ, UNDERSTAND AND ACKNOWLEDGE THAT, BY AGREEING TO BINDING ARBITRATION, YOU AND WE GIVE UP OUR RIGHTS TO TRIAL BEFORE A JURY.**

[redacted]

[redacted]

INVOICE

KOCH 33 AUTO.com
Ford TOYOTA COLLISION CENTER
3810 Hecktown Rd, Easton, PA 18045 | 866-885-8312
Phone: 610-253-9191 · Fax: 610-258-4444



SERVICE ADVISOR: 10731 WALTER FRIES III

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| RED | 20 | FORD ECOSPORT | MAJ3S2GE5LC[redacted] | | 55204/55210 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN20 DD | | | 16:00 06MAY23 | | 249.99 | CASH | 11MAY23 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 08:56 17APR23 | 06:04 11MAY23 | |

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

PART#: 6600
COUNT:
CLAIM TYPE:
AUTH CODE:
8384

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

55204 VERIFIED CUSTOMERS CONCERN VEHICLE WILL CRANK BUT WILL NOT START STAR TEST P1116/P00C8/P0217/P0299/P0340/P0344/P04DBP06E9 PERFORM A MECHANICAL COMPRESSION TEST ALL CLY 5 TO 10 PSI CHECK CAM SHAFTS CRANK IS TURNING CAMS ARE NOT oil pump belt broke needs long block and turbo do to lack of oil to bearings REPLACE LONG BLOCK ASPER WORK SHOP MANUAL WITH TURBO CLEAR ALL CODES TOP OFF ALL FLUIDS ROAD TEST OK

**********

B PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS AND COMPONENTS

99P PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS AND COMPONENTS

8384 CF 0.00 0.00

GBATT BATTERY TESTED OK AT THIS TIME

8384 CF 0.00 0.00

GBK ALL BRAKES ARE IN NEED OF NO IMMEDIATE ATTENTION OTHER THAN NORMAL PREVENTATIVE MAINTENANCE

8384 CF 0.00 0.00

GTIRE ALL TIRES ARE IN NEED OF NO IMMEDIATE ATTENTION OTHER THAN NORMAL PREVENTATIVE MAINTENANCE

8384 CF 0.00 0.00

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

**********

C** REQUESTED RENTAL CAR
CAUSE: .
RENTAL REQUESTED RENTAL CAR

**DISCLAIMER OF WARRANTIES**

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

**X** _____
CUSTOMER SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| LESS DISCOUNT | |
| SUBLET AMOUNT | |
| MISC/EXT WARR | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

**CUSTOMER COPY**

The dealer warrants to the original purchaser, retail, fleet, and wholesaler, that Ford parts and accessories found to be defective in factory-supplied material or workmanship will be repaired, replaced, or exchanged for:

- Parts and accessories for Ford, Mercury, and Lincoln cars, and light trucks: 12 months or 12,000 miles, whichever comes first,
- Parts and accessories for 600 and higher series trucks: 12 months / unlimited miles.

The only requirement of the purchaser is to return the defective part or accessory to the dealer's place of business during regular business hours for repair or replacement. The purchaser must have the original counter sale receipt or repair order for a dealer-installed part or accessory in order to validate the date and mileage on the vehicle at the date of sale or installation of the original part or accessory.

If the purchaser is traveling or has moved to a different locality, any authorized Ford Motor Company Dealer will fulfill this warranty.

**NOTE:** Contact your Ford Dealer to verify any exceptions to warranty coverages.

**IMPORTANT:** When a service part or accessory (either dealer-installed on a customer-pay basis or sold over-the-counter) fails and is replaced or exchanged at no **charge to the purchaser**, the replacement part or accessory assumes only the remaining, unexpired portion of the warranty on the original **purchased** part or accessory. **The warranty period does not start over.**

THIS WARRANTY DOES NOT COVER PARTS AND ACCESSORIES THAT FAIL DUE TO ABUSE, MISUSE, NEGLECT, ALTERATION, ACCIDENT, RACING, OR THE USE OF NON-FORD PARTS, OR PARTS WHICH ARE REPLACED AS A PART OF NORMAL MAINTENANCE.

TO THE EXTENT ALLOWED BY LAW, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES ARE NOT COVERED.

THERE IS NO OTHER EXPRESSED WARRANTY OF FORD MOTOR COMPANY - SUPPLIED REPLACEMENT PARTS AND ACCESSORIES.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS; THEREFORE, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT ALWAYS APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

# LIMITED WARRANTY
## FOR TOYOTA PARTS OR ACCESSORIES

### WHAT IS COVERED:

- TOYOTA* warrants that it will either provide a replacement part or repair any TOYOTA part or accessory that is defective in material or workmanship. This warranty applies to new or remanufactured parts which are genuine or authorized TOYOTA parts. Except for those parts or accessories listed below, this warranty is good for 12 months, regardless of mileage form the date of purchase or installation on a vehicle, or the remainder of any applicable new vehicle warranty, whichever provides greater coverage.

**COVERAGE OTHER THAN 12 MONTHS REGARDLESS OF MILEAGE:**

### BATTERY LIMITED WARRANTY:

- TOYOTA authorized replacement batteries are warranted from the date of purchase or installation for 18 months, regardless of mileage, or the remainder of any applicable New Vehicle Warranty, whichever provides greater coverage, and on a prorated basis thereafter. The prorated amount equal to the remaining warranty months, depending on your battery, will be credited toward that of a comparable TOYOTA replacement battery, excluding taxes and installation.

### TIRE LIMITED WARRANTY:

- Tires are warranted independently by the tire manufacturer. See manufacturer's statement for details.

### WHAT IS NOT COVERED:

- Damage to a TOYOTA part or accessory caused by a non-genuine or unauthorized TOYOTA part or component is not covered.
- Labor for removal from a vehicle and reinstallation of a part or accessory sold "over-the-counter" is not covered.
- Labor, parts and other costs (such as all lubricants) connected with recommended maintenance service are not covered. Service adjustments, such as calibration or alignments are not covered.
- Failures or damages resulting from improper installation, removal, repair, misuse, negligence, accidents, or modification of the part or the accessory are not covered.
- This Limited Warranty does not apply where the vehicle mileage cannot be determined, or has been altered, or where proof of purchase is unavailable.
- INCIDENTAL OR CONSEQUENTIAL DAMAGES (FOR OTHER THAN PERSONAL INJURY) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY (SUCH AS TELEPHONE CALLS, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS) ARE NOT COVERED.
- ANY IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE APPLICABLE DURATION OF THIS WRITTEN WARRANTY.
- SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- THIS IS THE ONLY EXPRESS WARRANTY AUTHORIZED BY TOYOTA. THE PERFORMANCE OF REPAIRS OR THE REPLACEMENT OF THE PART ARE THE EXCLUSIVE REMEDIES UNDER THIS WARRANTY OR ANY IMPLIED WARRANTY. TOYOTA DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH TOYOTA PARTS OR ACCESSORIES.
- This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

### OWNER'S REPONSIBILITIES:

- To obtain this warranty coverage, return the part or accessory, or vehicle to which it is attached, to any authorized TOYOTA dealer.
- Because warranty coverage periods are calculated on a time or mileage basis from the date of purchase, it is recommended that you retain proof of the purchase date and vehicle mileage at the time of purchase.

### FOR MORE INFORMATION:

- For more information, please call your dealership or call TOYOTA toll free at 1-800-331-4331.
- If you would prefer to write, our address is:
  TOYOTA Customer Assistance Center
  P.O. Box 2991, Torrance, CA 90509-2991

*TOYOTA is Toyota Motor Sales, U.S.A., Inc. (a California corporation), for the purpose of warranty in the United States mainland.

**ARBITRATION CLAUSE PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

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

By acceptance of the products and/or services referenced either on the reverse or the attached document, you agree that any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, and our successors or assigns, which arises out of or relates to your purchase of products and or services, shall, at your of our election, be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. Binding arbitration shall be provided by the National Arbitration Forum ("NAF"), Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com ), under the OAF Code of Procedures then in effect, or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website. If the chosen arbitration organization's rules conflict with this agreement, then the provisions of this agreement shall control.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the seller(s) of the products or services is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $1500, which may be reimbursed by decision of the arbitrator under applicable law. Each party shall be responsible for its can attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties. Any court having jurisdiction may enter judgment on the arbitrator's award. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et.seq.) and not by any state law concerning arbitration.

**YOU AND WE HAVE READ, UNDERSTAND AND ACKNOWLEDGE THAT, BY AGREEING TO BINDING ARBITRATION, YOU AND WE GIVE UP OUR RIGHTS TO TRIAL BEFORE A JURY.**

[redacted]

[redacted]

INVOICE

PAGE 4

KOCH 33 AUTO.com
Ford TOYOTA COLLISION CENTER
3810 Hecktown Rd, Easton, PA 18045 | 866-885-8312
Phone: 610-253-9191 · Fax: 610-258-4444

SERVICE ADVISOR: 10731 WALTER FRIES III

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| RED | 20 | FORD ECOSPORT | MAJ3S2GE5LC[redacted] | | 55204/55210 | [redacted]. |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN20 DD | | | 16:00 06MAY23 | | 249.99 | CASH | 11MAY23 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 08:56 17APR23 | 06:04 11MAY23 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| | | 999 | WFR | | | | (N/C) |

FC: PART#: RENTAL COUNT:
CLAIM TYPE: p11
AUTH CODE: MSPA857526

SUBL RENTAL VEHICLE PO#79930
WFR (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
55210 RENTAL REQUESTED
**********

**********

ESTIMATE: 200.00 20APR23 06:25 SA: 10731
CONTACT:
**********

**DISCLAIMER OF WARRANTIES**

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

X _____
CUSTOMER SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| LESS DISCOUNT | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC/EXT WARR | 0.00 |
| TOTAL CHARGES | 0.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| **PLEASE PAY THIS AMOUNT** | 0.00 |

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

**CUSTOMER COPY**

The dealer warrants to the original purchaser, retail, fleet, and wholesaler, that Ford parts and accessories found to be defective in factory-supplied material or workmanship will be repaired, replaced, or exchanged for:

- Parts and accessories for Ford, Mercury, and Lincoln cars, and light trucks: 12 months or 12,000 miles, whichever comes first,
- Parts and accessories for 600 and higher series trucks: 12 months / unlimited miles.

The only requirement of the purchaser is to return the defective part or accessory to the dealer's place of business during regular business hours for repair or replacement. The purchaser must have the original counter sale receipt or repair order for a dealer-installed part or accessory in order to validate the date and mileage on the vehicle at the date of sale or installation of the original part or accessory.

If the purchaser is traveling or has moved to a different locality, any authorized Ford Motor Company Dealer will fulfill this warranty.

**NOTE:** Contact your Ford Dealer to verify any exceptions to warranty coverages.

**IMPORTANT:** When a service part or accessory (either dealer-installed on a customer-pay basis or sold over-the-counter) fails and is replaced or exchanged at no **charge to the purchaser**, the replacement part or accessory assumes only the remaining, unexpired portion of the warranty on the original **purchased** part or accessory. **The warranty period does not start over.**

THIS WARRANTY DOES NOT COVER PARTS AND ACCESSORIES THAT FAIL DUE TO ABUSE, MISUSE, NEGLECT, ALTERATION, ACCIDENT, RACING, OR THE USE OF NON-FORD PARTS, OR PARTS WHICH ARE REPLACED AS A PART OF NORMAL MAINTENANCE.

TO THE EXTENT ALLOWED BY LAW, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES ARE NOT COVERED.

THERE IS NO OTHER EXPRESSED WARRANTY OF FORD MOTOR COMPANY - SUPPLIED REPLACEMENT PARTS AND ACCESSORIES.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS; THEREFORE, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT ALWAYS APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

# LIMITED WARRANTY
## FOR TOYOTA PARTS OR ACCESSORIES

### WHAT IS COVERED:

- TOYOTA* warrants that it will either provide a replacement part or repair any TOYOTA part or accessory that is defective in material or workmanship. This warranty applies to new or remanufactured parts which are genuine or authorized TOYOTA parts. Except for those parts or accessories listed below, this warranty is good for 12 months, regardless of mileage form the date of purchase or installation on a vehicle, or the remainder of any applicable new vehicle warranty, whichever provides greater coverage.

**COVERAGE OTHER THAN 12 MONTHS REGARDLESS OF MILEAGE:**

### BATTERY LIMITED WARRANTY:

- TOYOTA authorized replacement batteries are warranted from the date of purchase or installation for 18 months, regardless of mileage, or the remainder of any applicable New Vehicle Warranty, whichever provides greater coverage, and on a prorated basis thereafter. The prorated amount equal to the remaining warranty months, depending on your battery, will be credited toward that of a comparable TOYOTA replacement battery, excluding taxes and installation.

### TIRE LIMITED WARRANTY:

- Tires are warranted independently by the tire manufacturer. See manufacturer's statement for details.

### WHAT IS NOT COVERED:

- Damage to a TOYOTA part or accessory caused by a non-genuine or unauthorized TOYOTA part or component is not covered.
- Labor for removal from a vehicle and reinstallation of a part or accessory sold "over-the-counter" is not covered.
- Labor, parts and other costs (such as all lubricants) connected with recommended maintenance service are not covered. Service adjustments, such as calibration or alignments are not covered.
- Failures or damages resulting from improper installation, removal, repair, misuse, negligence, accidents, or modification of the part or the accessory are not covered.
- This Limited Warranty does not apply where the vehicle mileage cannot be determined, or has been altered, or where proof of purchase is unavailable.
- INCIDENTAL OR CONSEQUENTIAL DAMAGES (FOR OTHER THAN PERSONAL INJURY) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY (SUCH AS TELEPHONE CALLS, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS) ARE NOT COVERED.
- ANY IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE APPLICABLE DURATION OF THIS WRITTEN WARRANTY.
- SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- THIS IS THE ONLY EXPRESS WARRANTY AUTHORIZED BY TOYOTA. THE PERFORMANCE OF REPAIRS OR THE REPLACEMENT OF THE PART ARE THE EXCLUSIVE REMEDIES UNDER THIS WARRANTY OR ANY IMPLIED WARRANTY. TOYOTA DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH TOYOTA PARTS OR ACCESSORIES.
- This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

### OWNER'S REPONSIBILITIES:

- To obtain this warranty coverage, return the part or accessory, or vehicle to which it is attached, to any authorized TOYOTA dealer.
- Because warranty coverage periods are calculated on a time or mileage basis from the date of purchase, it is recommended that you retain proof of the purchase date and vehicle mileage at the time of purchase.

### FOR MORE INFORMATION:

- For more information, please call your dealership or call TOYOTA toll free at 1-800-331-4331.
- If you would prefer to write, our address is:
  TOYOTA Customer Assistance Center
  P.O. Box 2991, Torrance, CA 90509-2991

*TOYOTA is Toyota Motor Sales, U.S.A., Inc. (a California corporation), for the purpose of warranty in the United States mainland.

**ARBITRATION CLAUSE PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

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

By acceptance of the products and/or services referenced either on the reverse or the attached document, you agree that any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, and our successors or assigns, which arises out of or relates to your purchase of products and or services, shall, at your of our election, be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. Binding arbitration shall be provided by the National Arbitration Forum ("NAF"), Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com ), under the OAF Code of Procedures then in effect, or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website. If the chosen arbitration organization's rules conflict with this agreement, then the provisions of this agreement shall control.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the seller(s) of the products or services is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $1500, which may be reimbursed by decision of the arbitrator under applicable law. Each party shall be responsible for its can attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties. Any court having jurisdiction may enter judgment on the arbitrator's award. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et.seq.) and not by any state law concerning arbitration.

**YOU AND WE HAVE READ, UNDERSTAND AND ACKNOWLEDGE THAT, BY AGREEING TO BINDING ARBITRATION, YOU AND WE GIVE UP OUR RIGHTS TO TRIAL BEFORE A JURY.**



CT Corporation

# Service of Process Transmittal

07/09/2021
CT Log Number [redacted]

**TO:** Chuck Morici
Ford Motor Company
1 American Rd
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:**

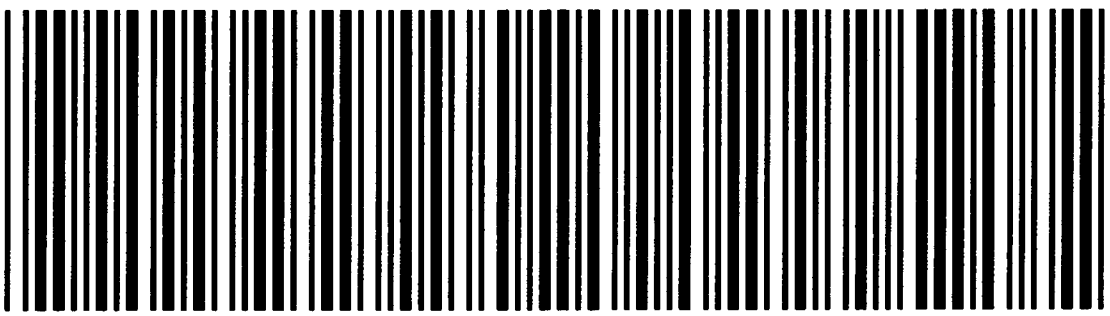
| | |
|---|---|
| **TITLE OF ACTION:** | [redacted]. vs. Ford Motor Company, etc., et al., Dfts. |
| **DOCUMENT(S) SERVED:** | Summons, Cover Sheet, Complaint, Attachment(s) |
| **COURT/AGENCY:** | Los Angelas County - Superior Court - Los Angelas, CA<br>Case # [redacted] |
| **NATURE OF ACTION:** | Product Liability Litigation - Lemon Law - 2018 Ford EcoSport, VIN: MAJ3P1TE1JC[redacted] |
| **ON WHOM PROCESS WAS SERVED:** | C T Corporation System, GLENDALE, CA |
| **DATE AND HOUR OF SERVICE:** | By Process Server on 07/09/2021 at 12:56 |
| **JURISDICTION SERVED :** | California |
| **APPEARANCE OR ANSWER DUE:** | Within 30 days after service |
| **ATTORNEY(S) / SENDER(S):** | Adam M. Zolonz<br>Law Offices of Adam Zolonz, A.P.C. |
| **ACTION ITEMS:** | [redacted] urge Date: |
| **REGISTERED AGENT ADDRESS:** | [redacted] |

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

| | |
|---|---|
| **Date:** | Fri, Jul 9, 2021 |
| **Server Name:** | Jessica Dean |
| Entity Served | FORD MOTOR COMPANY |
| Case Number | [redacted] |
| Jurisdiction | CA |



Electronically FILED by Superior Court of California, County of Los Angeles [redacted] R. Carter, Executive Officer/Clerk of Court, by M. Barel,Deputy Clerk

SUM-100

# SUMMONS
## (CITACION JUDICIAL)

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

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

Ford Motor Company, a Delaware Corporation; [redacted]
Additional Parties Attachment form is attached

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

[redacted] an individual

**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):* Stanley Mosk Courthouse
Los Angeles Superior Court, 111 N. Hill Street, Los Angeles CA 90012 [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):*
Law Offices of Adam Zolonz, A.P.C. 1680 N. Vine Street, Suite 912, Los Angeles, CA 90028; 310.247.8230

DATE: 07/02/2021 (*Fecha*)
Clerk, by Sherri R. Carter Executive Officer / Clerk of Court, Deputy
(*Secretario*) M. Barel (*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):*
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date):*



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

PE23-015 000372 LC SV

| [redacted] v. Ford Motor Company, et al. | CASE NUMBER: |
|---|---|

**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** *(Check only one box. Use a separate page for each type of party.)*:

☐ Plaintiff ☑ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

FORD OF MONTEBELLO, INC., a Delaware Corporation; and DOES 1 through 20, inclusive,



Form Adopted for Mandatory Use
Judicial Council of California
SUM-200(A) [Rev. January 1, 2007]

**ADDITIONAL PARTIES ATTACHMENT**
**Attachment to Summons**

Electronically FILED by Superior Court of California, County of Los Angel[redacted]arter, Executive Officer/Clerk of Court, by M. Barel,Deputy Clerk

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Adam M. Zolonz, S.B.N. 250591
LAW OFFICES OF ADAM ZOLONZ, A.P.C.
1680 N. Vine Street, Suite 912
Los Angeles, CA 90028
TELEPHONE NO.: 310.247.8230 FAX NO.: 310.888.1129
ATTORNEY FOR (Name): [redacted]

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 N. Hill St.
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles 90017

[redacted] v. Ford Motor Company, et al.

[redacted]

**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)

JUDGE:

DEPT:

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

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

**Auto Tort**
- ☐ 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)*: Two (2)
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: July 1, 2021
Adam Zolonz
(TYPE OR PRINT NAME) [redacted]TY)

**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

PE23-015 000374 LC SV

## 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

| SHORT [redacted]. FORD MOTOR COMPANY, et al. | CASE NUMBER |
|---|---|

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

**This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☑ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 3-5 ☐ HOURS/ ☑ DAYS

**Item II. Indicate** the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check **one** Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

| | A<br>Civil Case Cover Sheet Category No. | B<br>Type of Action (Check only one) | C<br>Applicable Reasons - See Step 3 Above |
|---|---|---|---|
| Auto Tort | Auto (22) | ☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death | 1., 2., 4. |
| | Uninsured Motorist (46) | ☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist | 1., 2., 4. |
| Other Personal Injury/ Property Damage/ Wrongful Death Tort | Asbestos (04) | ☐ A6070 Asbestos Property Damage<br>☐ A7221 Asbestos - Personal Injury/Wrongful Death | 2.<br>2. |
| | Product Liability (24) | ☐ A7260 Product Liability (not asbestos or toxic/environmental) | 1., 2., 3., 4., 8. |
| | Medical Malpractice (45) | ☐ A7210 Medical Malpractice - Physicians & Surgeons<br>☐ A7240 Other Professional Health Care Malpractice | 1., 4.<br>1., 4. |
| | Other Personal Injury Property Damage Wrongful Death (23) | ☐ A7250 Premises Liability (e.g., slip and fall)<br>☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)<br>☐ A7270 Intentional Infliction of Emotional Distress<br>☐ A7220 Other Personal Injury/Property Damage/Wrongful Death | 1., 4.<br>1., 4.<br>1., 3.<br>1., 4. |



PE23-015 000376 LC SV

| SHORT [redacted]. FORD MOTOR COMPANY, et al. | CASE NUMBER |
|---|---|

| | A<br>Civil Case Cover Sheet Category No. | B<br>Type of Action<br>(Check only one) | C<br>Applicable Reasons - See Step 3 Above |
|---|---|---|---|
| Non-Personal Injury/ Property Damage/ Wrongful Death Tort | Business Tort (07) | ☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1., 3. |
| | Civil Rights (08) | ☐ A6005 Civil Rights/Discrimination | 1., 2., 3. |
| | Defamation (13) | ☐ A6010 Defamation (slander/libel) | 1., 2., 3. |
| | Fraud (16) | ☐ A6013 Fraud (no contract) | 1., 2., 3. |
| | Professional Negligence (25) | ☐ A6017 Legal Malpractice<br>☐ A6050 Other Professional Malpractice (not medical or legal) | 1., 2., 3.<br>1., 2., 3. |
| | Other (35) | ☐ A6025 Other Non-Personal Injury/Property Damage tort | 2.,3. |
| Employment | Wrongful Termination (36) | ☐ A6037 Wrongful Termination | 1., 2., 3. |
| | Other Employment (15) | ☐ A6024 Other Employment Complaint Case<br>☐ A6109 Labor Commissioner Appeals | 1., 2., 3.<br>10. |
| Contract | Breach of Contract/ Warranty (06) (not insurance) | ☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)<br>☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)<br>☐ A6019 Negligent Breach of Contract/Warranty (no fraud)<br>☑ A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5.<br>2., 5.<br>1., 2., 5.<br>1., 2., 5. |
| | Collections (09) | ☐ A6002 Collections Case-Seller Plaintiff<br>☐ A6012 Other Promissory Note/Collections Case | 2., 5., 6.<br>2., 5. |
| | Insurance Coverage (18) | ☐ A6015 Insurance Coverage (not complex) | 1., 2., 5., 8. |
| | Other Contract (37) | ☐ A6009 Contractual Fraud<br>☐ A6031 Tortious Interference<br>☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1., 2., 3., 5.<br>1., 2., 3., 5.<br>1., 2., 3., 8. |
| Real Property | Eminent Domain/Inverse Condemnation (14) | ☐ A7300 Eminent Domain/Condemnation Number of parcels_____ | 2. |
| | Wrongful Eviction (33) | ☐ A6023 Wrongful Eviction Case | 2., 6. |
| | Other Real Property (26) | ☐ A6018 Mortgage Foreclosure<br>☐ A6032 Quiet Title<br>☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2., 6.<br>2., 6.<br>2., 6. |
| Unlawful Detainer | Unlawful Detainer-Commercial (31) | ☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 2., 6. |
| | Unlawful Detainer-Residential (32) | ☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 2., 6. |
| | Unlawful Detainer-Post-Foreclosure (34) | ☐ A6020F Unlawful Detainer-Post-Foreclosure | 2., 6. |
| | Unlawful Detainer-Drugs (38) | ☐ A6022 Unlawful Detainer-Drugs | 2., 6. |

| SHORT T [redacted] FORD MOTOR COMPANY, et al. | CASE NUMBER |
|---|---|

| | A<br>Civil Case Cover Sheet Category No. | B<br>Type of Action<br>(Check only one) | C<br>Applicable Reasons - See Step 3 Above |
|---|---|---|---|
| Judicial Review | Asset Forfeiture (05) | ☐ A6108 Asset Forfeiture Case | 2., 6. |
| | Petition re Arbitration (11) | ☐ A6115 Petition to Compel/Confirm/Vacate Arbitration | 2., 5. |
| | Writ of Mandate (02) | ☐ A6151 Writ - Administrative Mandamus | 2., 8. |
| | | ☐ A6152 Writ - Mandamus on Limited Court Case Matter | 2. |
| | | ☐ A6153 Writ - Other Limited Court Case Review | 2. |
| | Other Judicial Review (39) | ☐ A6150 Other Writ /Judicial Review | 2., 8. |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | ☐ A6003 Antitrust/Trade Regulation | 1., 2., 8. |
| | Construction Defect (10) | ☐ A6007 Construction Defect | 1., 2., 3. |
| | Claims Involving Mass Tort (40) | ☐ A6006 Claims Involving Mass Tort | 1., 2., 8. |
| | Securities Litigation (28) | ☐ A6035 Securities Litigation Case | 1., 2., 8. |
| | Toxic Tort Environmental (30) | ☐ A6036 Toxic Tort/Environmental | 1., 2., 3., 8. |
| | Insurance Coverage Claims from Complex Case (41) | ☐ A6014 Insurance Coverage/Subrogation (complex case only) | 1., 2., 5., 8. |
| Enforcement of Judgment | Enforcement of Judgment (20) | ☐ A6141 Sister State Judgment | 2., 9. |
| | | ☐ A6160 Abstract of Judgment | 2., 6. |
| | | ☐ A6107 Confession of Judgment (non-domestic relations) | 2., 9. |
| | | ☐ A6140 Administrative Agency Award (not unpaid taxes) | 2., 8. |
| | | ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax | 2., 8. |
| | | ☐ A6112 Other Enforcement of Judgment Case | 2., 8., 9. |
| Miscellaneous Civil Complaints | RICO (27) | ☐ A6033 Racketeering (RICO) Case | 1., 2., 8. |
| | Other Complaints (Not Specified Above) (42) | ☐ A6030 Declaratory Relief Only | 1., 2., 8. |
| | | ☐ A6040 Injunctive Relief Only (not domestic/harassment) | 2., 8. |
| | | ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) | 1., 2., 8. |
| | | ☐ A6000 Other Civil Complaint (non-tort/non-complex) | 1., 2., 8. |
| Miscellaneous Civil Petitions | Partnership Corporation Governance (21) | ☐ A6113 Partnership and Corporate Governance Case | 2., 8. |
| | Other Petitions (Not Specified Above) (43) | ☐ A6121 Civil Harassment | 2., 3., 9. |
| | | ☐ A6123 Workplace Harassment | 2., 3., 9. |
| | | ☐ A6124 Elder/Dependent Adult Abuse Case | 2., 3., 9. |
| | | ☐ A6190 Election Contest | 2. |
| | | ☐ A6110 Petition for Change of Name | 2., 7. |
| | | ☐ A6170 Petition for Relief from Late Claim Law | 2., 3., 4., 8. |
| | | ☐ A6100 Other Civil Petition | 2., 9. |

| SHORT TIT[redacted] | CASE NUMBER |
|---|---|
| FORD MOTOR COMPANY, et al. | |

**Item III.** Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

| REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. ☑1. ☑2. ☐3. ☐4. ☑5. ☐6. ☐7. ☐8. ☐9. ☐10. | ADDRESS: 202 N. Kern Ave. | |
|---|---|---|
| CITY: Los Angeles | STATE: CA | ZIP CODE: 90022 |

**Item IV.** *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: July 1, 2021

(SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

[redacted]

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Stuart Rice

[redacted]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

[redacted] an individual,

Plaintiff,

v.

FORD MOTOR COMPANY, a Delaware Corporation; FORD OF MONTEBELLO, INC., a Delaware Corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. [redacted]

**COMPLAINT FOR DAMAGES**

*Assigned for all purposes to the Hon. in Dept.*

1. Breach of Implied Warranty of Merchantability under the Song-Beverly Warranty Act.
2. Breach of Express Warranty under the Song-Beverly Warranty Act.

JURY TRIAL DEMANDED.

Plaintiff [redacted] an individual, hereby alleges and complains as follows:

**GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

1. Plaintiff is an individual, residing in the City of Los Angeles, in the State of California.

2. Defendant, FORD MOTOR COMPANY, (hereinafter referred to as "Manufacturer"), is a Delaware corporation doing business in the County of Los Angeles, State of California, and, at all times relevant herein, was/is engaged in the manufacture, sale, distribution, and/or importing of Ford motor vehicles and related equipment.

Law Offices of Adam Zolonz, A.P.C.
1680 N. Vine Street, Suite 912
Los Angeles, CA 90028

3. Defendant, FORD OF MONTEBELLO, INC. is a Delaware corporation doing business in the County of Los Angeles, State of California, and, at all times relevant herein, a Manufacturer-authorized agent engaged in the business of selling/leasing and servicing and repairing Manufacturer's vehicles.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants, Does 1 through 20, inclusive, are unknown to Plaintiff who therefore sues these Defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to set forth their true names and capacities when they have ascertained them. Further, Plaintiff is informed and believes, and thereon alleges, that each of the Defendants designated herein as a "Doe" is responsible in some manner for the events and happenings herein referred to and caused injury and damage to Plaintiff as herein alleged.

5. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants, and each of them, were the agents, servants, and/or employees of each of their Co-Defendants. Plaintiff is informed and believes, and thereon alleges, that in doing the things hereinafter alleged Defendants, and each of them, were acting in the course and scope of their employment as such agents, servants, and/or employees, and with the permission, consent, knowledge, and/or ratification of their Co-Defendants, principals, and/or employers.

6. Before February 2019, defendants Manufacturer and Does 1 through 20 inclusive, manufactured and/or distributed into the stream of commerce a used 2018 Ford EcoSport, VIN MAJ3P1TE1JC199331 (hereinafter referred to as the "Vehicle") for its eventual sale/lease in the State of California.

7. On or about February 20, 2019, Plaintiff purchased, for personal, family, and/or household purposes, the subject Vehicle from the Seller for a total consideration over the term of the installment contract of approximately $21,000. The Purchase Agreement is in the possession of Defendants.

8. The subject Vehicle was/is a "new motor vehicle" under the Song-Beverly Warranty Act.

9. Along with the purchase of the Vehicle, Plaintiff received written warranties and other

Law Offices of Adam Zolonz, A.P.C.
1680 N. Vine Street, Suite 912
Los Angeles, CA 90028

express and implied warranties including, but not limited to, warranties from Manufacturer and Seller that the Vehicle and its components would be free from all defects in material and workmanship; that the Vehicle would pass without objection in the trade under the contract description; that the Vehicle would be fit for the ordinary purposes for which it was intended; that the Vehicle would conform to the promises and affirmations of fact made; that Defendants, and each of them, would perform any repairs, alignments, adjustments, and/or replacements of any parts necessary to ensure that the Vehicle was free from any defects in material and workmanship; that Defendants, and each of them, would maintain the utility of the Vehicle for four years or 50,000 miles and would conform the Vehicle to the applicable express warranties. (A copy of the written warranty is in the possession of the Defendants).

10. Plaintiff has duly performed all the conditions on Plaintiff's part under the purchase agreement and under the express and implied warranties given to plaintiff, except insofar as the acts and/or omissions of the Defendants, and each of them, as alleged herein, prevented and/or excused such performance.

11. Plaintiff has delivered the Vehicle to the Manufacturer's authorized service and repair facilities, agents and/or dealers, including Seller, on at least three (3) separate occasions resulting in the Vehicle being out of service by reason of repair of nonconformities. Repair Orders/Invoices are in the possession of Defendants.

12. By way of example, and not by way of limitation, the defects, malfunctions, misadjustments, and/or nonconformities with Plaintiff's Vehicle include the following: Plaintiff has submitted the subject Vehicle for defects and malfunctions, specifically for engine, and other defects.

13. Each time Plaintiff delivered the nonconforming Vehicle to a Manufacturer-authorized service and repair facility, Plaintiff notified Defendants, and each of them, of the defects, malfunctions, misadjustments, and/or nonconformities existent with the Vehicle and demanded that Manufacturer or its representatives repair, adjust, and/or replace any necessary parts to conform the Vehicle to the applicable warranties.

14. Each time Plaintiff delivered the nonconforming Vehicle to a Manufacturer-authorized service and repair facility, Defendants, and each of them, represented to Plaintiff that they

Law Offices of Adam Zolonz, A.P.C.
1680 N. Vine Street, Suite 912
Los Angeles, CA 90028

could and would conform the Vehicle to the applicable warranties, that in fact they did conform the Vehicle to said warranties, and that all the defects, malfunctions, misadjustments, and/or nonconformities have been repaired; however, Manufacturer or its representatives failed to conform the Vehicle to the applicable warranties because said defects, malfunctions, misadjustments, and/or nonconformities continue to exist even after a reasonable number of attempts to repair was given.

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

**FIRST CAUSE OF ACTION**

**Breach of Implied Warranty of Merchantability under Song-Beverly Warranty Act**

**Against all Defendants**

16. Plaintiff realleges each and every paragraph (1-15) and incorporates them by this reference as though fully set forth herein.

17. The distribution and sale of the Vehicle was accompanied by the Manufacturer and Seller's implied warranty that the Vehicle was merchantable.

18. Furthermore, Defendants, and each of them, impliedly warranted, inter alia, that the Vehicle would pass without objection in the trade under the contract description; that the Vehicle was fit for the ordinary purposes for which it was intended; that the Vehicle was adequately assembled; and/or that the Vehicle conformed to the promises or affirmations of fact made to Plaintiff.

19. As evidenced by the defects, malfunctions, misadjustments, and/or nonconformities alleged herein, the Vehicle was not merchantable because it did not have the quality that a buyer would reasonably expect, because it could not pass without objection in the trade under the contract description; because it was not fit for the ordinary purposes for which it was intended; because it was not adequately assembled; and/or because it did not or could not be conformed to the promises or affirmations of fact made to Plaintiff.

Law Offices of Adam Zolonz, A.P.C.
1680 N. Vine Street, Suite 912
Los Angeles, CA 90028

20. Upon discovery of the Vehicle's nonconformities, Plaintiff took reasonable steps to notify Defendants, and each of them, within a reasonable time that the Vehicle did not have the quality that a buyer would reasonably expect and, further, justifiably revoked acceptance of the nonconforming Vehicle.

21. Plaintiff hereby gives written notice and justifiably revokes acceptance of the nonconforming Vehicle under the Commercial Code sections 2607 and 2608. Plaintiff further demands that the Manufacturer cancel the sale, take back the nonconforming Vehicle, refund all the money expended, pay the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted, and/or pay damages under the Commercial Code sections 2711, 2714, and 2715. Defendants, and each of them, have, however, refused to comply. Notification Letter is in the possession of Defendants.

22. Plaintiff hereby gives written notice and makes demand upon Manufacturer and Seller for replacement or restitution, pursuant to Song-Beverly. Defendants, and each of them, knew of their obligations under Song-Beverly; however, despite Plaintiff's demand, Defendants and each of them, have intentionally failed and refused to make restitution or replacement pursuant to Song-Beverly.

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

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

25. As a further result of the actions of Defendants, and each of them, Plaintiff has sustained damages equal to the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted.

26. As a direct result of the acts and/or omissions of Defendants, and each of them, and

Law Offices of Adam Zolonz, A.P.C.
1680 N. Vine Street, Suite 912
Los Angeles, CA 90028

in pursuing Plaintiff's claim, it was necessary for Plaintiff to retain legal counsel. Pursuant to Song-Beverly, Plaintiff, in addition to her other remedies, is entitled to the recovery of her attorneys' fees based upon actual time expended and reasonably incurred, in connection with the commencement and prosecution of this action.

## SECOND CAUSE OF ACTION

### Breach of Express Warranty under Song-Beverly Warranty Act

### Against all Defendants

27. Plaintiff realleges each and every paragraph (1-26) and incorporates them by this reference as though fully set forth herein.

28. The Vehicle had defects, malfunctions, misadjustments, and/or nonconformities covered by the warranty that substantially impaired its value, use, or safety to Plaintiff.

29. Plaintiff delivered the Vehicle to Manufacturer or its authorized repair facilities for repair.

30. Defendants, and each of them, failed to service or repair the Vehicle to match the written warranty after a reasonable number of opportunities to do so.

31. The acts and/or omissions of Defendants, and each of them, in failing to perform the proper repairs, part replacements, and/or adjustments, to conform the Vehicle to the applicable express warranties constitute a breach of the express warranties that the Manufacturer provided to Plaintiff, thereby breaching Defendants' obligations under Song-Beverly.

32. Defendants, and each of them, failed to perform the necessary repairs and/or service in good and workmanlike manner. The actions taken by Defendants, and each of them, were insufficient to make the Subject Vehicle conform to the express warranties and/or proper operational characteristics of like Vehicles, all in violation of Defendants' obligations under Song-Beverly.

33. Plaintiff hereby gives written notice and makes demand upon Manufacturer and Seller for replacement or restitution, pursuant to Song-Beverly. Defendants, and each of them, knowing their obligations under Song-Beverly, and despite Plaintiff's demand, failed and refused to make restitution or replacement according to the mandates of Song-Beverly. The failure of Defendants, and each of them, to refund the price paid and payable or to replace the Vehicle was intentional and

Law Offices of Adam Zolonz, A.P.C.
1680 N. Vine Street, Suite 912
Los Angeles, CA 90028

justifies an award of a Civil Penalty in an amount not to exceed two times Plaintiff's actual damages.

34. As a result of the acts and/or omissions of Defendants, and each of them, and pursuant to the provisions of the Song-Beverly, Plaintiff is entitled to replacement of the Vehicle or restitution of the amount actually paid or payable under the contract, at Plaintiff's election, plus prejudgment interest thereon at the legal rate. Plaintiff will seek leave of Court to amend this Complaint to set forth the exact amount of restitution and interest, upon election, when that amount has been ascertained.

35. Additionally, as a result of the acts and/or omissions of Defendants, and each of them, and pursuant to Song-Beverly, Plaintiff has sustained and is entitled to consequential and incidental damages in amounts yet to be determined, plus interest thereon at the legal rate. Plaintiff will seek leave of the court to amend this complaint to set forth the exact amount of consequential and/or incidental damages, when those amounts have been ascertained.

36. As a direct result of the acts and/or omissions of Defendants, and each of them, and in pursuing Plaintiff's claim, it was necessary for Plaintiff to retain legal counsel. Pursuant to Song-Beverly, Plaintiff, in addition to other remedies, is entitled to the recovery of her attorneys' fees based upon actual time expended and reasonably incurred, in connection with the commencement and prosecution of this action.

///

///

///

///

///

///

///

///

///

///

///

Law Offices of Adam Zolonz, A.P.C.
1680 N. Vine Street, Suite 912
Los Angeles, CA 90028

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against all Defendants, and each of them, as follows:

A. For replacement or restitution, at Plaintiff's election, according to proof;

B. For incidental damages, according to proof;

C. For consequential damages, according to proof;

D. For a civil penalty as provided in Song-Beverly, in an amount not to exceed two times the amount of Plaintiff's actual damages;

E. For actual attorney's fees, reasonably incurred;

F. For costs of suit and expenses, according to proof;

G. For the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted;

H. For remedies provided in Chapters 6 and 7 of Division 2 of the Commercial Code;

I. For pre-judgment interest at the legal rate;

J. Such other relief the Court deems appropriate.

Date: July 1, 2021

LAW OFFICES OF ADAM ZOLONZ, A.P.C.

B[redacted]

Law Offices of Adam Zolonz, A.P.C.
1680 N. Vine Street, Suite 912
Los Angeles, CA 90028

**SUPERIOR COURT OF CALIFORNIA**
**COUNTY OF LOS ANGELES**

COURTHOUSE ADDRESS:
Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, CA 90012

Reserved for Clerk's File Stamp

FILED
Superior Court of California
County of Los Angeles
07/02/2021
Sherri R. Carter, Executive Officer / Clerk of Court
By: M. Barel Deputy

**NOTICE OF CASE ASSIGNMENT**

**UNLIMITED CIVIL CASE**

[redacted]

**Your case is assigned for all purposes to the judicial officer indicated belo**

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

| | ASSIGNED JUDGE | DEPT | ROOM | | ASSIGNED JUDGE | DEPT | ROOM |
|---|---|---|---|---|---|---|---|
| ✓ | Stuart M. Rice | 49 | | | | | |

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court

on 07/02/2021 (Date) By M. Barel, Deputy Clerk

## INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

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

**PRIORITY OVER OTHER RULES**
The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

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

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

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

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

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

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

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

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

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

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

2019-GEN-014-00

**FILED**
**Superior Court of California**

[redacted]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

| | |
|---|---|
| IN RE LOS ANGELES SUPERIOR COURT – MANDATORY ELECTRONIC FILING FOR CIVIL | FIRST AMENDED GENERAL ORDER |

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.

b) **"Efiling Portal"** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.

c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.

d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)



PE23-015 000390 LC SV

e) **"Electronic Filing Service Provider"** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

f) **"Electronic Signature"** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term "Electronic Signature" is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.

g) **"Hyperlink"** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.

h) **"Portable Document Format"** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court's website, at www.lacourt.org.



PE23-015 000391 LC SV

d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.

b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;

ii) Bonds/Undertaking documents;

iii) Trial and Evidentiary Hearing Exhibits

iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and

v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

//

//



PE23-015 000392 LC SV

5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

Electronic filing service providers must obtain and manage registration information for persons and entities electronically filing with the court.

6) TECHNICAL REQUIREMENTS

a) Electronic documents must be electronically filed in PDF, text searchable format when technologically feasible without impairment of the document's image. .

b) The table of contents for any filing must be bookmarked.

c) Electronic documents, including but not limited to, declarations, proofs of service, and exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the bookedmarked item and briefly describe the item.

d) Attachments to primary documents must be bookmarked. Examples include, but are not limited to, the following:

i) Depositions;

ii) Declarations;

iii) Exhibits (including exhibits to declarations);

iv) Transcripts (including excerpts within transcripts);

v) Points and Authorities;

vi) Citations; and

vii) Supporting Briefs.

e) Use of hyperlinks within documents (including attachments and exhibits) is strongly encouraged.

f) Accompanying Documents

Each document acompanying a single pleading must be electronically filed as a separate digital PDF document.

g) Multiple Documents

Multiple documents relating to one case can be uploaded in one envelope transaction.



PE23-015 000393 LC SV

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.



PE23-015 000394 LC SV

b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiling is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.

b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:

i) Any printed document required pursuant to a Standing or General Order;

ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;

iii) Pleadings and motions that include points and authorities;

iv) Demurrers;

v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;

vi) Motions for Summary Judgment/Adjudication; and

vii) Motions to Compel Further Discovery.

c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)

b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.



PE23-015 000395 LC SV

11) SIGNATURES ON ELECTRONIC FILING

For purposes of this General Order, all electronic filings must be in compliance with California Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil Division of the Los Angeles County Superior Court.

This First Amended General Order supersedes any previous order related to electronic filing, and is effective immediately, and is to remain in effect until otherwise ordered by the Civil Supervising Judge and/or Presiding Judge.

DATED: May 3, 2019

[redacted]



PE23-015 000396 LC SV

# VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

Superior Court of California
County of Los Angeles

LACBA

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section

Consumer Attorneys
Association of Los Angeles

Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

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

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

**◆Los Angeles County Bar Association Litigation Section◆**

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

**◆Consumer Attorneys Association of Los Angeles◆**

**◆Southern California Defense Counsel◆**

**◆Association of Business Trial Lawyers◆**

**◆California Employment Lawyers Association◆**

LACIV 230 (NEW)
LASC Approved 4-11
For Optional Use

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

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

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as



PE23-015 000398 LC SV

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lacourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at *www.lacourt.org* under "*Civil*", click on "*General Information*", then click on "*Voluntary Efficient Litigation Stipulations*".

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)



PE23-015 000399 LC SV

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

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

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

    a. The party requesting the Informal Discovery Conference will:

        i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

        ii. Include a brief summary of the dispute and specify the relief requested; and

        iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

    b. Any Answer to a Request for Informal Discovery Conference must:

        i. Also be filed on the approved form (copy attached);

        ii. Include a brief summary of why the requested relief should be denied;



PE23-015 000400 LC SV

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

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

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

**The following parties stipulate:**

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR _____)

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

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

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

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

**The parties agree that:**

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.



PE23-015 000404 LC SV

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

**The following parties stipulate:**

Date:

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR _____)

**THE COURT SO ORDERS.**

Date: _____

_____ JUDICIAL OFFICER

FILED
LOS ANGELES SUPERIOR COURT

[redacted]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

| | |
|---|---|
| General Order Re Use of Voluntary Efficient Litigation Stipulations | ORDER PURSUANT TO CCP 1054(a), EXTENDING TIME TO RESPOND BY 30 DAYS WHEN PARTIES AGREE TO EARLY ORGANIZATIONAL MEETING STIPULATION |

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"



PE23-015 000406 LC SV

Whereas the Early Organizational Meeting Stipulation is intended to encourage cooperation among the parties at an early stage in litigation in order to achieve litigation efficiencies;

Whereas it is intended that use of the Early Organizational Meeting Stipulation will promote economic case resolution and judicial efficiency;

Whereas, in order to promote a meaningful discussion of pleading issues at the Early Organizational Meeting and potentially to reduce the need for motions to challenge the pleadings, it is necessary to allow additional time to conduct the Early Organizational Meeting before the time to respond to a complaint or cross complaint has expired;

Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in which an action is pending to extend for not more than 30 days the time to respond to a pleading "upon good cause shown";

Now, therefore, this Court hereby finds that there is good cause to extend for 30 days the time to respond to a complaint or to a cross complaint in any action in which the parties have entered into the Early Organizational Meeting Stipulation. This finding of good cause is based on the anticipated judicial efficiency and benefits of economic case resolution that the Early Organizational Meeting Stipulation is intended to promote.

IT IS HEREBY ORDERED that, in any case in which the parties have entered into an Early Organizational Meeting Stipulation, the time for a defending party to respond to a complaint or cross complaint shall be extended by the 30 days permitted

by Code of Civil Procedure section 1054(a) without further need of a specific court order.

DATED: May 11, 2011

[redacted]

Superior Court of California, County of Los Angeles

# ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

## What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

## Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control (with the parties):** Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

## Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

## Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.

2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

   **Mediation may be appropriate when the parties**
   - want to work out a solution but need help from a neutral person.
   - have communication problems or strong emotions that interfere with resolution.

   **Mediation may <u>not</u> be appropriate when the parties**
   - want a public trial and want a judge or jury to decide the outcome.
   - lack equal bargaining power or have a history of physical/emotional abuse.

## How to Arrange Mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**
If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, elizabeth@adrservices.com (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, RJoseph@jamsadr.com (310) 309-6209
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

**These organizations cannot accept every case and they may decline cases at their discretion.** They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

**NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.**

b. **Los Angeles County Dispute Resolution Programs**
https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf

Day of trial mediation programs have been paused until further notice.

**Online Dispute Resolution (ODR).** Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit http://www.courts.ca.gov/programs-adr.htm

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit http://www.lacourt.org/division/civil/C10047.aspx

Los Angeles Superior Court ADR website: http://www.lacourt.org/division/civil/C10109.aspx
For general information and videos about ADR, visit http://www.courts.ca.gov/programs-adr.htm



ALLEN STEWART
A PROFESSIONAL CORPORATION

*Bonan Link – Attorney at Law*
*(214) 965-8717 Direct Line*
*(214) 965-8701 Facsimile*
*blink@allenstewart.com*

FORD MOTOR COMPANY
MAY 05 2021
OFFICE OF THE GENERAL COUNSEL

April 15, 2021

**SENT VIA CERTIFIED MAIL**
***Tracking Number*** [redacted]

Ford Motor Company
ATTN: Legal Department
PO Box 6248
Dearborn, MI 48121

**RE:** [redacted] **v. FORD MOTOR COMPANY**
Vehicle: 2018 Ford EcoSport
VIN#: MAJ3P1VE8JC[redacted]

To Whom It May Concern:

Please note that the above-named individual has retained our services against your company pursuant to the Federal Magnuson-Moss Warranty Act (hereinafter referred to as "Warranty Act") with regard to the above-listed vehicle.

**As you have been formally notified of our legal representation of** [redacted] **you are instructed not to contact our client under any circumstances. Please direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.**

**Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. As such, if you attempt to settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. Lastly, you are hereby notified of our attorneys' lien.**

My client has experienced multiple defects in their vehicle. Your company, through your authorized dealerships, have been unable to repair their vehicle within a reasonable time and/or

after having a reasonable numerous of attempts to repair it. As such, my client seeks relief under the Warranty Act as you have breached both your written warranty and the implied warranty of merchantability. The defects experienced by my client include, but are not limited to:

1. Defective engine as evidenced by low oil pressure and low oil pressure light; *and*
2. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. As a result of these defects, my client has justifiably lost confidence in the vehicle. You are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defect and payment of our attorneys' fees pursuant to the fee-shifting provisions of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

[redacted]

[redacted]

# BUYER'S ORDER

# PURCHASE AGREEMENT

[redacted]

Bill Hood
FORD ✦ LINCOLN

1500 N. Morrison Blvd.
Hammond, LA 70401
(985) 345-1590 • TOLL FREE 1-888-345-1590

058618

NEW PURCHASE

| YR | MAKE | MODEL | TYPE | COLOR | ODOMETER | |
|---|---|---|---|---|---|---|
| 18 | FORD | ECOSPORT | 4DR SUV | BLACK | 2552 | MAJ3P1VE8JC[redacted] |

TRADE IN

| YR | MAKE | MODEL | COLOR | LIC. PLATE | ODOMETER | |
|---|---|---|---|---|---|---|
| 15 | FORD | FUSION | GREY | 0018 35A | 47090 | 3FA6P0H75FR[redacted] |

DEALER INSTALLED EQUIPMENT

A new motor vehicle may have been subject to a national Highway Traffic Safety Administration required recall which would be repaired in accordance with manufacturer standards approved by the National Highway Traffic Safety Administration. If such a repair is a concern before you purchase, please ask for a copy of the recall notice, if applicable, to the vehicle being sold.

Customer Signature

Dealer Representative

This DOC fee is authorized by R.S. 6:969.18(A)(2). It is not a mandatory fee. The seller, who may also be an extender of credit, may charge the fee for credit investigation, compliance with federal and state law, preparation of the documents necessary to perfect or satisfy a lien upon the objects sold, and any other functions incidental to the titling of the retail sale

I warrant that my trade-in has not been reconstructed, salvaged, flooded, immersed, or sustained major damage that would require the reconstruction of this vehicle, thus creating a branded certificate of title. I also agree and understand if my trade has such a brand, that I am making the dealer aware, and if I do not, I agree to buy back the vehicle for the amount allowed in trade value. Further, I warrant the balance owed on my trade is correct as stated below, and if the amount is greater I will reimburse **Bill Hood Auto Group, LLC.** If the amount is less they will reimburse me.

Purchaser's Signature

| | | | | |
|---|---|---|---|---|
| **SELLING PRICE** | | | | 23987.00 |
| **REBATE** | | | | 2000.00 |
| **SUBTOTAL** | | | | 21987.00 |
| **TRADE ALLOWANCE** | | | | 12500.00 |
| **TRADE DIFFERENCE** | | | | 9487.00 |
| **ULTIMATE PROTECTION** | | | | XXMXXXX |
| **SERVICE ADVANTAGE PLUS** | | | | XXXXXXX |
| **TAXABLE BALANCE** | | | | 9487.00 |
| **SALES TAX** | CITY % | PARISH % 3.00 | STATE % 4.45 | 769.66 |
| LIC 3.00 | TITLE 68.50 | HANDLING 8.00 | FILING 10.00 | 89.50 |
| DOC 200.00 | NOTARY 15.00 | TEMP TAG 4.00 | ST. INSP. 20.00 | 247.00 |
| CONV. FEE 18.00 | | CANCEL MTG. N/A | | 18.00 |
| **SUBTOTAL:** | | | | 10611.16 |
| **BALANCE OWED ON TRADE-IN** | | | | 12281.26 |
| **TOTAL SALE AMOUNT:** | | | | 22892.42 |
| **DOWN PAYMENT:** | | | | 1500.00 |
| **MECHANICAL BREAKDOWN INS:** | | | | 2055.00 |
| **UNPAID BALANCES DUE UPON DELIVERY** | | | | 23447.42 |

Any warranties, express or implied, on the products sold hereby are those made by the manufacturer. Any service contract or mechanical insurance policy which is a part of this contract is an agreement between you, the buyer and the insurance company. **Bill Hood Ford** expressly disclaims all warranties, including any implied warranty of merchantability or fitness for a particular purpose, and **Bill Hood Ford** neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. If the vehicle involved is used or previously owned, the information you see on the window form for the vehicle is part of this agreement. Information on the window form overrides any contrary provisions in the contract of sale.

**Agreement**

This order is not binding on dealer until accepted by dealer in writing. The warranty exclusion has been brought to my attention and I agree to it as a part of this order: For and in consideration of the sum of $ _____ which **Bill Hood Ford** has this day received and credited to my account, I do hereby agree to purchase the automobile described above, under the terms and conditions set forth in this contract. If a trade-in is described in this order, I warrant the title to said automobile to be free of encumbrances and all debts, except [redacted] oes assume. I agree to pay the balance due shown above by the terms specified and accept delivery of purchased vehicle [redacted] he deposit which I have tendered is earnest or "good faith" money and is not refundable, and may be retained by **Bill Hood** [redacted] n this matter in the event I fail to take delivery as agreed. "Tire Rewards Benefit requires factory recommended services to b[redacted]

Purchaser Signatur[redacted] Date 09/17/18

Accepted by **Bill H**[redacted] Date 09/17/18

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

# LOUISIANA VEHICLE RETAIL INSTALLMENT CONTRACT

**DATE** 09/17/2018

Buyer (and Co-Buyer) Name and Address (Including Parish and Zip Code) | CREDITOR (Seller's Name and Address)

[redacted]

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

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate | FINANCE CHARGE<br>The dollar amount the credit will cost you | Amount Financed<br>The amount of credit provided to you or on your behalf | Total of Payments<br>The amount you will have paid when you have made all scheduled payments | Total Sale Price<br>The total cost of your purchase on credit, including your downpayment |
|---|---|---|---|---|
| 2.90 % | $ 2,662.98 | $ 25,086.42 | $ 27,749.40 | of $ 3,718.74<br>$ 31,468.14 |

**Your Payment Schedule will be:**

| Number of Payments | Amount of Payments | When Payments are Due<br>Monthly unless otherwise checked<br>☐ Semi-Annually ☐ Annually |
|---|---|---|
| 84 | $ 330.35 | Starting: 10/17/2018 |
| | | |
| | | |

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or $10.00, whichever is greater.
**Security Interest:** You are giving a security interest in the vehicle being purchased.
**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

1-800-727-7000

FORD CREDIT

www.fordcredit.com

**COMMERCIAL USE CONTRACTS:** If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each late payment received more than 10 days late. The charge is 7.5 percent of the late amount or $50.00, whichever is less.

## BALLOON CONTRACT PROVISIONS

☐ Your last scheduled payment under this contract is a balloon payment.

**EXCESS WEAR, USE AND MILEAGE CHARGES**

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

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

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy



T212292881-DP212292882 - This copy was created on Tue Sep 18 01:30:26 GMT 2018

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

| New/Used | Mileage | Year and Make | Model | Vehicle Identification Number | Use For Which Purchased |
|---|---|---|---|---|---|
| New | 10 | 2018 Ford | EcoSport | MAJ3P1VE8J[redacted] | Personal use unless otherwise checked below ☐ Commercial ☐ Agricultural |

Trade-in 2015 Ford (Year and Make) $ 12,500.00 (Gross Allowance) $ 12,281.26 (Amount Owing)

## ITEMIZATION OF AMOUNT FINANCED

| | | | |
|---|---|---|---|
| **1. Cash Price** | | $ 25,600.66 | (1) |
| **2. Down Payment** | | | |
| **Third Party Rebate Assigned to Creditor** | | $ 2,000.00 | |
| **Cash Down Payment** | | $ 1,500.00 | |
| N/A | | $ N/A | |
| **Trade-in** (description above) | | $ 218.74 | |
| **Total Down Payment** | | $ 3,718.74 | (2) |
| **3. Unpaid Balance of Cash Price** (1 minus 2) | | $ 21,881.92 | (3) |
| **4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)** | | | |
| **To Public Officials** | | | |
| (i) for license, title & registration fees | $ 91.50 ; | | |
| (ii) for official fees | $ 12.00 ; | | |
| (iii) for taxes (not in Cash Price) | $ N/A | $ 103.50 | |
| **To Insurance Companies for:** | | | |
| **Credit Life Insurance** | | $ N/A | |
| **Credit Disability Insurance** | | $ N/A | |
| N/A | | $ N/A | |
| N/A | | $ N/A | |
| **To** Ford Extended Service Coverage | **for** Service Plan | $ 2,055.00 | |
| **To** Louisiana Dealer Services Insu | **for** GAP Insurance | $ 795.00 | |
| **To** BILL HOOD FORD LLC | **for** Documentary Fee | $ 200.00 | |
| **To** BILL HOOD FORD LLC | **for** Notary Fee | $ 15.00 | |
| **To** state of la | **for** E.L.T Services | $ 10.00 | |
| **To** Dept. of Environment Quality | **for** DEQ Waste Tire Fee Services | $ 8.00 | |
| **To** barbara tallo | **for** Convenience Fee | $ 18.00 | |
| **To** N/A | **for** N/A | $ N/A | |
| **To** N/A | **for** N/A | $ N/A | |
| **Total** | | $ 3,204.50 | (4) |
| **5. Amount Financed** (3 plus 4) | | $ 25,086.42 | (5) |

**Debt Cancellation Waiver Addendum (Optional)**

Purchase of the debt cancellation waiver is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into the contract. By signing below you agree to purchase the debt cancellation waiver for the price set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer Signs A N/A

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy



T212292881-DP212292882 - This copy was created on Tue Sep 18 01:30:26 GMT 2018

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

## INSURANCE

**YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.**
**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.**
**CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.**

**Credit Life** N/A (Insurance Company) $ N/A (Premium) N/A (Insured(s))

**Credit Disability** N/A (Insurance Company) $ N/A (Premium) N/A (Insured(s))

You want the credit insurance for which premiums are included above.

B N/A
Buyer Signs

B N/A
Co-Buyer Signs

**Other Optional Insurance**

| Coverage | Insurance Company | Premium | Term in Months |
|---|---|---|---|
| Service Plan | Ford Extended Service Coverage | $ 2,055.00 | 96 |
| GAP Insurance | Louisiana Dealer Services Insu | $ 795.00 | 84 |
| N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A |

You want the optional insurance for which premiums are included above.

[redacted]
Buyer Signs

C N/A
Co-Buyer Signs

**Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.**

**Anti-Theft Product (Optional)**

The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A $ N/A Term N/A
N/A $ N/A Term N/A
N/A $ N/A Term N/A

D N/A
Buyer Signs

True and Accurate Completed Copy - UCC Non-Authoritative Copy
True and Accurate Completed Copy - UCC Non-Authoritative Copy



T212292881-DP212292882 - This copy was created on Tue Sep 18 01:30:26 GMT 2018

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

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer: Signs F [redacted] Co-Buyer: Signs F N/A

**YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.**

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

## NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

Buyer (and Co-Buyer) acknowledge that (i) before electronically signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in paper copy of this contract and (ii) at the time of electronically signing this contract, Buyer (and Co-Buyer) received a true and completely filled in paper copy of this contract.

G [redacted] Buyer Signs

G N/A Co-Buyer Signs

Seller [redacted] Title Finance Director

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

## WAIVER OF WARRANTIES

Except as otherwise provided in the "Use of Vehicle-Warranties" provision, you acknowledge there are no implied warranties of merchantability or fitness for a particular purpose. You also acknowledge that no express warranties and no representations, promises or statements have been made by the Creditor unless expressed in writing.

You further acknowledge that you expressly waive any right you would otherwise have to demand rescission, cancellation or dissolution of this sale or reduction of purchase price for breach of any implied warranties as described above or of any warranty given you by law. You specifically waive the right to an action for the rescission or cancellation of the sale due to any hidden defect in the vehicle which would not be discovered by a simple inspection. You acknowledge that the above Waiver of Warranties was brought to your attention, explained to you in a manner you understood, and you knowingly consent to the waiver.

I [redacted] Buyer Signs

I N/A Co-Buyer Signs

## ASSIGNMENT

Seller will assign this contract electronically to Ford Motor Credit Company LLC ("Assignee"), whose address is One American Road, Dearborn, Michigan, 48126. That Assignee will then have all the Seller's rights, privileges, and remedies.

Seller [redacted] Title Finance Director

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy



T212292881-DP212292882 - This copy was created on Tue Sep 18 01:30:26 GMT 2018

Louisiana Department of
Public Safety and Corrections
Office of Motor Vehicles
PO Box 64886
Baton Rouge, LA 70896

# REGISTRATION CERTIFICATE

| [redacted] | | PERM EXPIRATION | | MAJ3P1VE8JC[redacted] V.I.N. | | 12/19/2018 DATE | 5300 DOMICILE |
|---|---|---|---|---|---|---|---|
| FORD MAKE | ECO MODEL/WEIGHT | LL BODY | BLK/ COLOR | 2018 YEAR | 002662 ODOMETER | 12164752 DL/EIN | CITY LIMITS |
| 4 SCD | MRTO | DEALER CODE | 0123 CLASS | SPEC CODES | DVET AUTO USE | OLD EXP | CITATION DATE |
| | 1L EL FLAGS | | | PREVIOUS TITLE | STATE | OLD LIC NO | EXP |
| N N/U | 09/17/2018 DATE ACQUIRED | HHD EFT | EAFB CURRENT LA TITLE | TAXABLE VAL MANUF | | TAX DATE | EFFECTIVE DATE |
| 23987.00 SPOV OR VALUE | | TRADE VALUE | REBATE | TAXABLE VALUE | | | |
| 163 OFFICE NUMBER | | REPRINT | HCST | | | | |
| 1847 5239 OPER/PID | 7 SEQ # | MICROFILM # | BATCH/SEQ # | | | | |

VEHICLE IS SUBJECT TO LIEN(S) AS FOLLOWS

FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348
09/26/2018 Lien Date

Lien Date

OWNER'S NAME

[redacted]

N/T:

[redacted]

STATUS:

## TAX & FEE INFORMATION

| | | | |
|---|---|---|---|
| ST SALES TAX | | LIC FEE | |
| ST TAX PNLT | | TOW FEE | |
| ST INTEREST | | LIC CRDT | |
| ST TAX CRDT | | LIC PNLT | |
| ST PNLT CRDT | | LIC TRANSFER | |
| ST VNDRS COMP | | LIC PNLT CRDT | |
| NET ST TAX | | NET LIC FEE | |
| TOURISM | | PARISH FEE | |
| P/M SALES TAX | | MTG FEE | |
| P/M TAX PNLT | | MISC FEE | |
| P/M INTEREST | | SERVICE HNDL | |
| P/M COS TX CRDT | | TITLE FEE | |
| P/M PNLT CRDT | | TITLE HNDL | |
| P/M VNDRS COMP | | EXP TITLE FEE | |
| WHEELCHAIR LIFT | | ADMIN FEE | |
| NET P/M TAX | | S.P. FEE | |
| TOTAL TAX | | TOTAL FEES | |

TOTAL: N.C. REMITTANCE:

THIS REGISTRATION CERTIFICATE MUST BE CARRIED IN THE VEHICLE AT ALL TIMES

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

INSTRUCTIONS:
1) Remove decal by b
along dotted line.
2) Lift edge of decal a
3) See back side for i

Louisiana Department of
Public Safety and Corrections
Office of Motor Vehicles
PO Box 64886
Baton Rouge, LA 70896

# REGISTRATION CERTIFICATE

| [redacted] | [redacted] | PERM EXPIRATION | | MAJ3P1VE8JC[redacted] V.I.N. | | 09/26/2018 DATE | [redacted] |
|---|---|---|---|---|---|---|---|
| FORD MAKE | ECO MODEL/WEIGHT | LL BODY | BLK/ COLOR | 2018 YEAR | 002552 ODOMETER | [redacted] | OCL CITY LIMITS |
| 4 SCD | HBC MRTO | DEALER CODE | 0123 CLASS | SPEC CODES | DVET AUTO USE | OLD EXP | CITATION DATE |
| | 1L EL FLAGS | | | PREVIOUS TITLE | STATE | OLD LIC NO | EXP |
| N N/U | 09/17/2018 DATE ACQUIRED | HAE EFT | EAFB CURRENT LA TITLE | TAXABLE VAL MANUF | | 09/17/2018 TAX DATE | 09/26/2018 EFFECTIVE DATE |
| 23987.00 SPOV OR VALUE | | 12500.00 TRADE VALUE | 2000.00 REBATE | 10331.00 TAXABLE VALUE | | | |
| 410 OFFICE NUMBER | | REPRINT | HCST | | | | |
| 1586 5995 OPER/PID | 514 SEQ # | MICROFILM # | BATCH/SEQ # | | | | |

VEHICLE IS SUBJECT TO LIEN(S) AS FOLLOWS

FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348
09/26/2018 Lien Date

Lien Date

OWNER'S NAME

[redacted]

N/T:

[redacted]

STATUS:

## TAX & FEE INFORMATION

| | | | |
|---|---|---|---|
| ST SALES TAX | 456.63 | LIC FEE | |
| ST TAX PNLT | | TOW FEE | |
| ST INTEREST | | LIC CRDT | |
| ST TAX CRDT | | LIC PNLT | |
| ST PNLT CRDT | | LIC TRANSFER | 3.00 |
| ST VNDRS COMP | | LIC PNLT CRDT | |
| NET ST TAX | 456.63 | NET LIC FEE | |
| TOURISM | 3.10 | PARISH FEE | |
| P/M SALES TAX | 309.93 | MTG FEE | 15.00 |
| P/M TAX PNLT | | MISC FEE | |
| P/M INTEREST | | SERVICE HNDL | |
| P/M COS TX CRDT | | TITLE FEE | 69.50 |
| P/M PNLT CRDT | | TITLE HNDL | 9.00 |
| P/M VNDRS COMP | 3.10 | EXP TITLE FEE | |
| WHEELCHAIR LIFT | | ADMIN FEE | |
| NET P/M TAX | 306.83 | S.P. FEE | |
| TOTAL TAX | 766.56 | TOTAL FEES | 94.50 |

TOTAL: 861.06 REMITTANCE:

THIS REGISTRATION CERTIFICATE MUST BE CARRIED IN THE VEHICLE AT ALL TIMES

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PB

DISCARD

INSTRUCTIONS:
1) Remove decal by bending pa
along dotted line.
2) Lift edge of decal and slowly
3) See back side for instructions

# GATEWAY FORD, INC.

1133 Highway 51 - P.O. Box 741
Ponchatoula, LA 70454 - 0741
(985)386-7790
FAX: (985)386-8088
www.gatewayford.net

SERVICE DEPARTMENT HOURS
7:00 a.m. - 5:00 p.m.
Monday - Friday

| R/O Open Date | R/O Number |
|---|---|
| 12/17/20 | [redacted] |
| **R/O Close Date** | **Status** |
| 5/12/21 | Pre-Invoice |
| **Mileage In** | **Mileage Out** |
| 32596 | 32596 |
| **Service Advisor / Tag #** | |
| R Pavur | |

[redacted]

| Work Phone | Vehicle Identification Number |
|---|---|
| [redacted] | MAJ3P1VE8JC[redacted] |
| **Home Phone** | **Delivery Date** / **In-Service Date** |
| | |

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | TITANIUM FWD | | |

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| #1 - Customer Reports: | | |
| C/S THE LOW OIL PRESSURE WARNING CAME ON WHEN DRIVING VEHICLE- OIL LEVEL CORRECT- VEHICLE TOWED IN | | |
| Caused by CHECKED VEHICLE- OIL LEVEL FULL- FOUND ENGINE IS NOT DEVELOPING OIL PRESSURE- FOUND SHREDDED OIL PUMP DRIVE BELT, CRACKED OIL PUMP DRIVE BELT TENSIONER. REPLACED AFFECTED PARTS, RAN ENGINE, ENGINE DEVELOPED NOISE- FOUND ENGINE DAMAGED, ENGINE NEEDS REPLACEMENT | | |
| Tech: D Thomas (260) | | |
| Installed CM5Z 6268 A :BELT - TIMING | Qty: 1 | Warranty |
| Installed CM5Z 6K679 B :PIPE - OIL FEED | Qty: 2 | Warranty |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | Qty: 1 | Warranty |
| Installed F1FZ 6C348 C :TENSIONER - DRIVE BELT | Qty: 1 | Warranty |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 1 | Warranty |
| Installed F1FZ 6B651 A :DRIVE BELT - OIL PUMP | Qty: 1 | Warranty |
| Installed CM5Z 9J323 A :TUBE ASY | Qty: 1 | Warranty |
| Installed CM5Z 6700 B :SEAL ASY - CRANKSHAFT OIL - | Qty: 1 | Warranty |
| Installed W715195 S437 :BOLT | Qty: 6 | Warranty |
| Installed W500414 S442 :BOLT | Qty: 12 | Warranty |
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. | Qty: 14 | Warranty |
| Installed W715992 S442 :BOLT | Qty: 4 | Warranty |
| Installed W715991 S442 :BOLT | Qty: 3 | Warranty |
| Installed W718197 S437 :BOLT | Qty: 3 | Warranty |
| Installed CM5Z 6A345 A :BOLT - HEX.HEAD | Qty: 1 | Warranty |

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

(C) 2003 ARKONA, Inc. - Dealership Application Group (800)845-1028

# GATEWAY FORD, INC.

1133 Highway 51 - P.O. Box 741
Ponchatoula, LA 70454 - 0741
(985)386-7790
FAX: (985)386-8088
www.gatewayford.net

SERVICE DEPARTMENT HOURS
7:00 a.m. - 5:00 p.m.
Monday - Friday

| R/O Open Date | R/O Number |
|---|---|
| 12/17/20 | [redacted] |
| **R/O Close Date** | **Status** |
| 5/12/21 | Pre-Invoice |
| **Mileage In** | **Mileage Out** |
| 32596 | 32596 |
| **Service Advisor / Tag #** | |
| R Pavur | |

[redacted]

| Work Phone | Vehicle Identification Number |
|---|---|
| [redacted] | MAJ3P1VE8JC[redacted] |
| Home Phone | Delivery Date / In-Service Date |
| | |

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | TITANIUM FWD | | |

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Installed CM5Z 6378 A :WASHER | Qty: 1 | Warranty |
| Installed W716271 S437 :NUT | Qty: 6 | Warranty |
| Installed BE8Z 6731 AB :KIT - ELEMENT & GASKET - O | Qty: 1 | Warranty |
| Installed AA5Z 9E583 A :SEAL | Qty: 1 | Warranty |
| Installed CM5Z 8255 B :GASKET | Qty: 1 | Warranty |
| Installed W715775 S300 :RING | Qty: 1 | Warranty |
| Installed CM5Z 00812 H :BOLT - SPECIAL | Qty: 2 | Warranty |
| Installed CM5Z 00812 E :BOLT | Qty: 10 | Warranty |
| Installed CM5Z 00812 F :BOLT | Qty: 4 | Warranty |
| Installed W500015 S437 :SCREW | Qty: 1 | Warranty |
| Installed ZC 30 A :REMOVER - SILICONE | Qty: 1 | Warranty |
| Installed PM 4 A :BRAKE CLEANER | Qty: 1 | Warranty |
| Installed ZC 31 B :CLEANER - METAL SURFACE | Qty: 1 | Warranty |
| Installed TA 357 :SEALANT - SILICONE | Qty: 1 | Warranty |
| Installed ZC 20 :SHAMPOO - ENGINE | Qty: 1 | Warranty |
| Installed DS7Z 19B596 A :KIT - AIR CONDITIONING SY | Qty: 1 | Warranty |
| Installed DL3Z 19B596 B :"O" RING | Qty: 1 | Warranty |
| Installed CM5Z 6584 B :GASKET | Qty: 1 | Warranty |
| Installed W715309 S300 :STUD | Qty: 4 | Warranty |
| Installed XO 5W20 Q1SP :OIL - ENGINE | Qty: 5 | Warranty |
| Installed CM5Z 9450 A :GASKET | Qty: 1 | Warranty |
| Installed CM5Z 9424 A :MANIFOLD ASY - INLET CM | Qty: 1 | Warranty |
| Installed CM5Z 6K682 L :TURBOCHARGER ASY | Qty: 1 | Warranty |
| Installed CM5Z 6K254 A :TENSIONER - TIMING BELT | Qty: 1 | Warranty |
| Installed F1FZ 9N454 G :HEAT SHIELD | Qty: 1 | Warranty |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 1 | Warranty |
| Installed CM5Z 6L092 A :TUBE ASY - DRAIN | Qty: 1 | Warranty |

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

(C) 2003 ARKONA, Inc. - Dealership Application Group (800)445-1028

# GATEWAY FORD, INC.

1133 Highway 51 - P.O. Box 741
Ponchatoula, LA 70454 - 0741
(985)386-7790
FAX: (985)386-8088
www.gatewayford.net

SERVICE DEPARTMENT HOURS
7:00 a.m. - 5:00 p.m.
Monday - Friday

| R/O Open Date | R/O Number |
|---|---|
| 12/17/20 | [redacted] |
| R/O Close Date | Status |
| 5/12/21 | Pre-Invoice |
| Mileage In | Mileage Out |
| 32596 | 32596 |
| Service Advisor / Tag # | |
| R Pavur | |

[redacted]

| Work Phone | Vehicle Identification Number |
|---|---|
| [redacted] | MAJ3P1VE8JC[redacted] |
| Home Phone | Delivery Date / In-Service Date |
| | |

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | TITANIUM FWD | | |

| DESCRIPTION OF SERVICE AND PARTS | | | AMOUNT |
|---|---|---|---|
| Installed CM5Z 6K679 B :PIPE - OIL FEED | | Qty: 1 | Warranty |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | | Qty: 1 | Warranty |
| Installed CM5Z 9450 A :GASKET | | Qty: 1 | Warranty |
| Installed CM5Z 8255 A :GASKET | | Qty: 1 | Warranty |
| Installed 4R8Z 6N652 A :GASKET | | Qty: 1 | Warranty |
| Installed W715141 S442 :BOLT | | Qty: 1 | Warranty |
| Installed W716271 S437 :NUT | | Qty: 10 | Warranty |
| Installed W715775 S300 :RING | | Qty: 1 | Warranty |
| Installed W715618 S437 :NUT | | Qty: 4 | Warranty |
| Installed W715776 S300 :RING | | Qty: 1 | Warranty |
| Installed CM5Z 8575 D :THERMOSTAT ASY | | Qty: 1 | Warranty |
| Installed BM5Z 2A572 A :GASKET - VACUUM PUMP | | Qty: 1 | Warranty |
| Installed SP 538 A :SPARK PLUG | SP 53 | Qty: 3 | Warranty |
| Installed XO 5W20 Q1SP :OIL - ENGINE | | Qty: 5 | Warranty |
| Installed W716271 S437 :NUT | | Qty: 4 | Warranty |
| Installed W715309 S300 :STUD | | Qty: 4 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | | Qty: 1 | Warranty |
| Installed BM5Z 9F972 A :SENSOR - FUEL INJECTOR PRE | | Qty: 1 | Warranty |
| Installed G1FZ 6006 A :SERVICE ENGINE ASY | | Qty: 1 | Warranty |
| REPLACED ENGINE AND RELATED PARTS. | | | |
| #2 - 99P: MULTI POINT INSPECTION | | | |
| Tech: HOUSE TECH (998) | | | Warranty |

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

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

(C) 2003 ARKONA, Inc. - Dealership Application Group (800)645-1028



LEMBERG LAW

**Matthew Clark, Esq.**
**Of Counsel**
✆ +1.203.653.2250
☎ +1.203.653.3424
✉ Matt@unionlaw.net

June 27, 2022

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2018 Ford EcoSport S |
| **VIN #** | MAJ3P1RE9JC[redacted] |
| **Record Owner** | [redacted] |
| **State of Purchase or Lease** | |

Dear Sir or Madam:

Lemberg Law LLC is writing on behalf of the above client with regard to the above vehicle purchased in Hawaii State. **Please consider this your notice for an opportunity to correct the defects specified below.** Should litigation become necessary, a lawsuit shall be filed in the Michigan court. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service over 67 days and subject to repairs due to the low engine failure and the same defect continues to persist.

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

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

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

Sincerely,

*/s/ Matthew Clark*

Matthew Clark

[redacted]

*INVOICE*

Customer [redacted]

Invoice #: [redacted]

Tag #: [redacted]

HONOLULU FORD

**Honolulu Ford # 280**

1370 N. King Street · Honolulu, HI 96817
Phone (808) 532-1700 · Fax (808) 532-1411

REMIT PAYMENT TO: LITHIA MOTORS SUPPORT SERVICES
PO BOX 679811, Dallas, TX 75267-9811

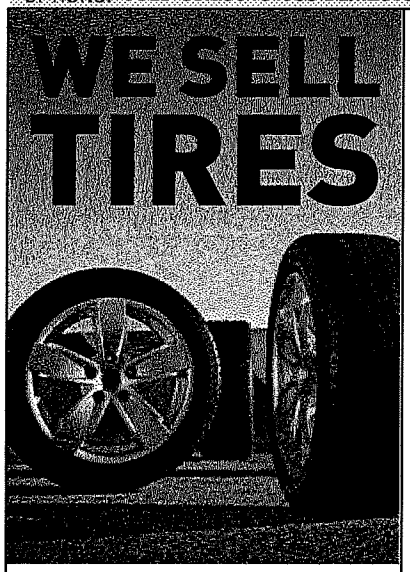
[redacted] 4441

Cell: Email: [redacted] Service Advisor: *2 MARIA NELSON*

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN | MILEAGE OUT |
|---|---|---|---|---|---|---|
| TY/Silver | 18 | FORD Ecosport | MAJ3P1RE9J[redacted] | [redacted] | 24000 | 24000 |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | | R.O. OPENED | READY |
|---|---|---|---|---|---|---|---|---|---|
| 17MAR18 | 23OCT17 | | 18:00 11APR22 | | 0.00 | CASH | 14JUN22 | 17:27 11APR22 | 13:39 14JUN22 |

OPTIONS: SOLD-STK:JC164799 DLR:251586 ENG:99E 1.0L ECOBOOST ENGINE TRN:447 6-SPD AUTO




**Honolulu Ford No-Return Policy**
**Ford Motor Parts and Labor Warranty**

All parts installed and programmed by Honolulu Ford are non-refundable. All customer pay repairs have a Ford Motor Parts and labor warranty of 2 years/ unlimited miles from original date of purchase. Certain repairs such as gas engine and transmission replacements carry a 3 year/unlimited mileage warranty. Diesel Engine and transmission replacements carry a 2 year/unlimited mileage warranty. Batteries have No proration and carry a 2 or 3 year/unlimited mileage warranty based on the type of battery purchased. Special order parts are to be prepaid and non-refundable. Parts and labor warranty Excluded on maintenance/ wear and tear items.

```
LINE OPCODE TECH TYPE HOURS                                  LIST      NET      TOTAL
A PLEASE REMOVE ALL VALUABLES (TOOLS/EQUIPMENT, GLASSES, SUNGLASSES,
        MONEY, DVD/CDS) FROM VEHICLE. HONOLULU FORD IS NOT RESPONSIBLE
        FOR ANY THEFT OR DAMAGES TO VEHICLES OR ITS CONTENTS. THANK
        YOU!
     RVAL PLEASE REMOVE ALL VALUABLES
          (TOOLS/EQUIPMENT, GLASSES, SUNGLASSES,
          MONEY, DVD/CDS) FROM VEHICLE. HONOLULU FORD
          IS NOT RESPONSIBLE FOR ANY THEFT OR DAMAGES
          TO VEHICLES OR ITS CONTENTS. THANK YOU!
           99999  IFM                                                          (N/C)
PARTS:       0.00  LABOR:       0.00  OTHER:       0.00   TOTAL LINE A:        0.00
             ********************************************************
B PERFORM VEHICLE CHECK-UP: 27 POINT MULTI INSPECTION AND TOP OFF
        UNDERHOOD FLUIDS
CAUSE: SEE REPORT CARD
     99PX PERFORM VEHICLE CHECK-UP: 27 POINT MULTI
          INSPECTION AND TOP OFF UNDERHOOD FLUIDS
          238727  IFM                                                         (N/C)
PARTS:       0.00  LABOR:       0.00  OTHER:       0.00   TOTAL LINE B:        0.00
 24000
 checked and top off fluid under hood
 see xtime
             ********************************************************
C CUSTOMER STATES THAT THE "LOW ENGINE OIL PRESSURE" LIGHT IS ON.
        INSPECT AND ADVISE
     ENG ENGINE CONCERN
          238727  WF4                                                         (N/C)
          1 G1FZ*6006*A SERVICE ENGINE ASY                                    (N/C)
          3 CM5Z*9439*A GASKET - INTAKE MANIFOLD                              (N/C)
          1 CM5Z*6B856*A OIL COOLER ASY                                       (N/C)
          1 CM5Z*6K682*L TURBOCHARGER ASY                                     (N/C)
          1 CM5Z*9450*A GASKET                                                (N/C)
          1 CM5Z*9229*A KIT - "O" RING                                        (N/C)
          1 BM5Z*2A572*A GASKET - VACUUM PUMP                                 (N/C)
```

"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 2014 CDK Global, LLC EMF SERVICE INVOICE - XSI6C - 9698064 - IMAGING

*Customer*



*THANK YOU!*

PE23-015 000426 LC SV

[redacted]

*INVOICE*

Invoice #: [redacted]

Customer [redacted]

Tag #: [redacted]

**Honolulu Ford # 280**
1370 N. King Street · Honolulu, HI 96817
Phone (808) 532-1700 · Fax (808) 532-1411

REMIT PAYMENT TO: LITHIA MOTORS SUPPORT SERVICES
PO BOX 679811, Dallas, TX 75267-9811

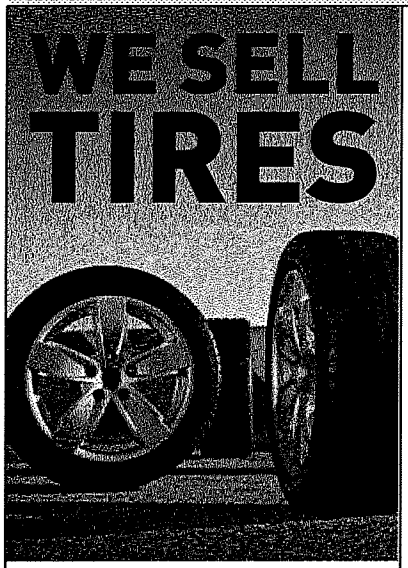
[redacted]s: [redacted] Contact: 808 600 4441

Cell: Email: [redacted] Service Advisor: *2 MARIA NELSON*

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN | MILEAGE OUT |
|---|---|---|---|---|---|---|
| TY/Silver | 18 | FORD Ecosport | MAJ3P1RE9JC[redacted] | [redacted] | 24000 | 24000 |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE | R.O. OPENED | READY |
|---|---|---|---|---|---|---|---|---|---|
| 17MAR18 | 23OCT17 | | 18:00 11APR22 | | 0.00 | CASH | 14JUN22 | 17:27 11APR22 | 13:39 14JUN22 |

OPTIONS: SOLD-STK:JC164799 DLR:251586 ENG:99E_1.0L_ECOBOOST_ENGINE TRN:447_6-SPD_AUTO




**Honolulu Ford No-Return Policy**
**Ford Motor Parts and Labor Warranty**

All parts installed and programmed by Honolulu Ford are non-refundable. All customer pay repairs have a Ford Motor Parts and labor warranty of 2 years/ unlimited miles from original date of purchase. Certain repairs such as gas engine and transmission replacements carry a 3 year/unlimited mileage warranty. Diesel Engine and transmission replacements carry a 2 year/unlimited mileage warranty. Batteries have No proration and carry a 2 or 3 year/unlimited mileage warranty based on the type of battery purchased. Special order parts are to be prepaid and non-refundable. Parts and labor warranty Excluded on maintenance/ wear and tear items.

```
LINE OPCODE TECH TYPE HOURS                                  LIST      NET      TOTAL
        1 VC*13*G ANTI-FREEZE                                                    (N/C)
        5 XT*12*QULV OIL - AUTOMATIC TRANSMISSION                                (N/C)
PARTS:      0.00  LABOR:      0.00  OTHER:      0.00   TOTAL LINE C:             0.00
 24000
 checked and verified concern
 check engine light, oil pressure light on dash
 checked oil leak and level. good. no leak
 connected scan tool. FRDR was down. unable to get code
 checked TSB/GMS/SSM. found SSM 49918 related to this concern. SSM
 49918 - 2016-2018 Focus, 2018-2019 EcoSport - 1.0L EcoBoost - 6F15 -
 Loss Of Engine OilPressure - Built On Or Before 3-Jul-2019
 Some 2016-2018 Focus and 2018-2019 EcoSport vehicles equipped with
 a 1.0L EcoBoost engine, 6F15 automatic transmission and built on or
 before 3-Jul-2019 may exhibit an illuminated oil pressure warning lamp
 with a loss of engine oil pressure. This may be due to a failed engine
 oil pump belt tensioner. If engine oil pressure at idle is below 10
 psi. replace the engine assembly with a long block option 6006 and the
 turbocharger.
 removed oil filter. found oil contamination
 removed oil pressure switch. checked oil pressure with engine at
 idler. 0psi
 need engine long block assembly and turbo charger
            **************************************************
D** MISCELLANEOUS REPAIR
CAUSE: SSM 49820 no oil pressure 0psi. oil pump broken
     C SEE LINE C
        238727  IFM                                                              (N/C)
PARTS:      0.00  LABOR:      0.00  OTHER:      0.00   TOTAL LINE D:             0.00
 24000
 installed back order part
 followed WSM 303-01A Engine - 1.0L EcoBoost (92kW/125PS) removed
 and replaced engine long block and turbo charge assembly and replaced
 parts as required. top off all fluids. cleared code. performed misfire
 monitor reset, reprogrammed PCM and KAM reset.
```

"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** | |

Copyright 2014 CDK Global, LLC EMF SERVICE INVOICE - XSI6C - 9698064 - IMAGING

*Customer*



*THANK YOU!*

PE23-015 000427 LC SV

[redacted]

***INVOICE***

Invoice #: [redacted]

Customer # [redacted]

Tag #: [redacted]

**Honolulu Ford # 280**
1370 N. King Street · Honolulu, HI 96817
Phone (808) 532-1700 · Fax (808) 532-1411

REMIT PAYMENT TO: LITHIA MOTORS SUPPORT SERVICES
PO BOX 679811, Dallas, TX 75267-9811

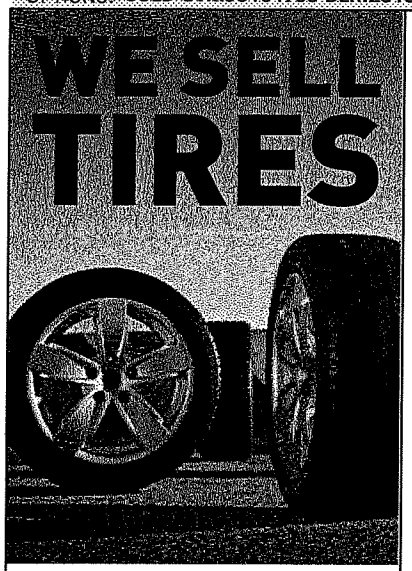
[redacted]us: **Contact:** 808-600-4441

**Cell:** **Email:** [redacted]hom**Service Advisor:** *2 MARIA NELSON*

| COLOR | YEAR | | VIN | LICENSE | MILEAGE IN | MILEAGE OUT |
|---|---|---|---|---|---|---|
| TY/Silver | 18 | FORD Ecosport | MAJ3P1RE9J[redacted] | [redacted] | 24000 | 24000 |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | [redacted] | INV. DATE | R.O. OPENED | READY |
|---|---|---|---|---|---|---|---|---|---|
| 17MAR18 | 23OCT17 | | 18:00 11APR22 | | 0.00 | CASH | 14JUN22 | 17:27 11APR22 | 13:39 14JUN22 |

OPTIONS: SOLD-STK:JC164799 DLR:251586 ENG:99E 1.0L ECOBOOST ENGINE TRN:447 6-SPD AUTO




**Honolulu Ford No-Return Policy**
**Ford Motor Parts and Labor Warranty**

All parts installed and programmed by Honolulu Ford are non-refundable. All customer pay repairs have a Ford Motor Parts and labor warranty of 2 years/ unlimited miles from original date of purchase. Certain repairs such as gas engine and transmission replacements carry a 3 year/unlimited mileage warranty. Diesel Engine and transmission replacements carry a 2 year/unlimited mileage warranty. Batteries have No proration and carry a 2 or 3 year/unlimited mileage warranty based on the type of battery purchased. Special order parts are to be prepaid and non-refundable. Parts and labor warranty Excluded on maintenance/ wear and tear items.

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

run engine. engine run smooth. good oil pressure. test drive for 20 miles. no code. no leak. no issue.

**********

EST: 185.00 12APR22 15:29 SA: 234502
CONTACT:

**********

5/20- PARTS ON BACK ORDER, VEHICLE DOWN

From all of us at Honolulu Ford, thank you for your business. We hope you are completely satisfied with your service. You may receive a survey in the near future, if you can't answer "Completely Satisified", please contact our Service Manager. Thanks again, and have a great day!!

"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 | 0.00 |
| PARTS AMOUNT | 0.00 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 0.00 |
| LESS INS./DED/DIS | 0.00 |
| SALES TAX | 0.00 |
| **PLEASE PAY THIS AMOUNT** | **0.00** |

Copyright 2014 CDK Global, LLC EMF SERVICE INVOICE - XSI6C - 9698064 - IMAGING

*Customer*



*THANK YOU!*

PE23-015 000428 LC SV

[redacted]

***INVOICE***

Invoice #: [redacted]

Customer [redacted] Tag #: [redacted]

[redacted]s: Contact: 808-600-4441

Cell: Email: [redacted] Service Advisor: *2 MARIA NELSON*

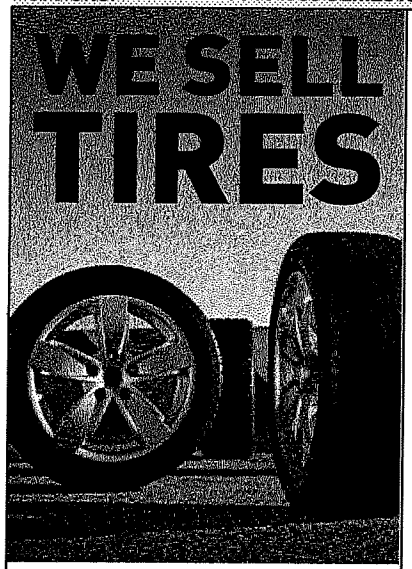
**Honolulu Ford # 280**
1370 N. King Street · Honolulu, HI 96817
Phone (808) 532-1700 · Fax (808) 532-1411

REMIT PAYMENT TO: LITHIA MOTORS SUPPORT SERVICES
PO BOX 679811, Dallas, TX 75267-9811

| COLOR | YEAR | | VIN | LICENSE | MILEAGE IN | MILEAGE OUT |
|---|---|---|---|---|---|---|
| TY/Silver | 18 | FORD Ecosport | MAJ3P1RE9J[redacted] | [redacted] | 59051 | 59051 |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | | R.O. OPENED | READY |
|---|---|---|---|---|---|---|---|---|---|
| 17MAR18 | 23OCT17 | | 17:00 21JUN22 | | 0.00 | CASH | 22JUN22 | 06:29 21JUN22 | 11:42 22JUN22 |

OPTIONS: SOLD-STK:JC164799 DLR:251586 ENG:99E 1.0L ECOBOOST ENGINE TRN:447 6-SPD AUTO




**Honolulu Ford No-Return Policy**
**Ford Motor Parts and Labor Warranty**

All parts installed and programmed by Honolulu Ford are non-refundable. All customer pay repairs have a Ford Motor Parts and labor warranty of 2 years/ unlimited miles from original date of purchase. Certain repairs such as gas engine and transmission replacements carry a 3 year/unlimited mileage warranty. Diesel Engine and transmission replacements carry a 2 year/unlimited mileage warranty. Batteries have No proration and carry a 2 or 3 year/unlimited mileage warranty based on the type of battery purchased. Special order parts are to be prepaid and non-refundable. Parts and labor warranty Excluded on maintenance/ wear and tear items.

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

A PLEASE REMOVE ALL VALUABLES (TOOLS/EQUIPMENT, GLASSES, SUNGLASSES, MONEY, DVD/CDS) FROM VEHICLE. HONOLULU FORD IS NOT RESPONSIBLE FOR ANY THEFT OR DAMAGES TO VEHICLES OR ITS CONTENTS. THANK YOU!

RVAL PLEASE REMOVE ALL VALUABLES (TOOLS/EQUIPMENT, GLASSES, SUNGLASSES, MONEY, DVD/CDS) FROM VEHICLE. HONOLULU FORD IS NOT RESPONSIBLE FOR ANY THEFT OR DAMAGES TO VEHICLES OR ITS CONTENTS. THANK YOU!

99999 IFM (N/C)

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

**********

B PERFORM VEHICLE CHECK-UP: 27 POINT MULTI INSPECTION AND TOP OFF UNDERHOOD FLUIDS

CAUSE: SEE REPORT CARD

99PX PERFORM VEHICLE CHECK-UP: 27 POINT MULTI INSPECTION AND TOP OFF UNDERHOOD FLUIDS

238727 IFM (N/C)

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

59051 checked and top off fluid under hood

**********

C CHECK ENGINE/MALFUNCTION INDICATOR LIGHT IS ON. PLEASE ADVISE OF CORRECTION(S) NEEDED.

CEL CHECK ENGINE/MALFUNCTION INDICATOR LIGHT IS ON. PLEASE ADVISE OF CORRECTION(S) NEEDED.

238727 CFR 400.00 400.00

1 GN1Z*9C047*D TUBE - FUEL FEED 128.58 128.58 128.58

PARTS: 128.58 LABOR: 400.00 OTHER: 0.00 TOTAL LINE C: 528.58

59051
checked and verified concern
scan code. got code P144A evap system restricted/ block
followed PC/ED Section 4: Powertrain DTC Charts and Descriptions
HX1 CARRY OUT THE EVAPORATIVE EMISSION (EVAP (EVAPORATIVE EMISSION)
) TEST.

"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 2014 CDK Global, LLC EMF SERVICE INVOICE - XSI6C - 9698064 - IMAGING



PE23-015 000429 LC SV

[redacted]

***INVOICE***

Invoice # [redacted]

Customer # [redacted] Tag # [redacted]

**Honolulu Ford # 280**
1370 N. King Street · Honolulu, HI 96817
Phone (808) 532-1700 · Fax (808) 532-1411

REMIT PAYMENT TO: LITHIA MOTORS SUPPORT SERVICES
PO BOX 679811, Dallas, TX 75267-9811

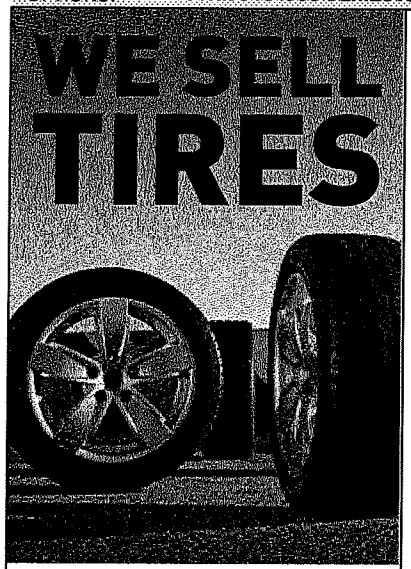
[redacted]us: **Contact:** 808-600-4441

**Cell:** **Email:** [redacted] Service Advisor: ***2 MARIA NELSON***

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN | MILEAGE OUT |
|---|---|---|---|---|---|---|
| TY/Silver | 18 | FORD Ecosport | MAJ3P1RE9JC[redacted] | [redacted] | 59051 | 59051 |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE | R.O. OPENED | READY |
|---|---|---|---|---|---|---|---|---|---|
| 17MAR18 | 23OCT17 | | 17:00 21JUN22 | | 0.00 | CASH | 22JUN22 | 06:29 21JUN22 | 11:42 22JUN22 |

OPTIONS: SOLD-STK:JC164799 DLR:251586 ENG:99E 1.0L ECOBOOST ENGINE TRN:447 6-SPD AUTO




**Honolulu Ford No-Return Policy**
**Ford Motor Parts and Labor Warranty**

All parts installed and programmed by Honolulu Ford are non-refundable. All customer pay repairs have a Ford Motor Parts and labor warranty of 2 years/ unlimited miles from original date of purchase. Certain repairs such as gas engine and transmission replacements carry a 3 year/unlimited mileage warranty. Diesel Engine and transmission replacements carry a 2 year/unlimited mileage warranty. Batteries have No proration and carry a 2 or 3 year/unlimited mileage warranty based on the type of battery purchased. Special order parts are to be prepaid and non-refundable. Parts and labor warranty Excluded on maintenance/ wear and tear items.

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

NoGO to HX2.
HX2 CHECK FOR DTCS. For DTCs P00FE, P0451 or P144A:GO to HX10.
HX10 Is the pressure within specifications? yes. For DTCs P00FE or P144A:GO to HX16.
HX16 CHECK FOR A RESTRICTED FUEL VAPOR TUBE BETWEEN THE FTP SENSOR AND THE FUEL TANK. NoGO to HX17.
HX17 CHECK FOR A STUCK OPEN EVAP (EVAPORATIVE EMISSION) PURGE VALVE. No.
NoINSTALL a new Evaporative Emission (EVAP) Canister Purge valve.
disconnected purge valve. performed smoke test and vacuum test.
failed. purge valve stuck open
recommend evap purge valve 2.0
removed and replaced evap purge valve. cleared code. perform evap system test.passed. reset KAM. test drive. no more check engine light on. no more code.

**********

EST: 185.00 21JUN22 06:29 SA: 234502
CONTACT:
**********

PROVISIONS AND MATERIALS 45.42

From all of us at Honolulu Ford, thank you for your business. We hope you are completely satisfied with your service. You may receive a survey in the near future, if you can't answer "Completely Satisfied", please contact our Service Manager. Thanks again, and have a great day!!

"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 | 400.00 |
| PARTS AMOUNT | 128.58 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 45.42 |
| TOTAL CHARGES | 574.00 |
| LESS INS./DED/DIS | 0.00 |
| SALES TAX | 24.91 |
| **PLEASE PAY THIS AMOUNT** | **598.91** |

Copyright 2014 CDK Global, LLC EMF SERVICE INVOICE - XSI6C - 9698064 - IMAGING

***Customer***



***THANK YOU!***

Honolulu Ford
1370 N. King St.
Honolulu, HI 96817
808-532-1700

06/22/22 04:56 PM

[redacted]

Card Exp: XX/XX
Stock/RO/Parts # 170728
Department: SERVICE
Station: HIHONFOR-TECH6
Entry: Contactless

[redacted]

[redacted]

I agree to pay the indicated amount and to be bound by the terms of the card member agreement

[redacted]

PE23-015 000431 LC SV



ROBERT M. SILVERMAN[+*-]
CRAIG THOR KIMMEL[+-^]

[+] Member, PA Bar
[*] Member, NJ Bar
[x] Member, DE Bar
[-] Member, NY Bar
[^] Member, MA Bar
[#] Member, MD Bar
[♠] Member, OH Bar
[□] Member, NH Bar
[±] Member, CT Bar
[«] Member, TN Bar
[µ] Member, WY Bar
[¥] Member, DC Bar
[€] Member, CA Bar
[°] Member, WI Bar
[§] Member FL Bar
[â] Member, AZ Bar
[»] Member, TX Bar
[£] Member, WV Bar

# KIMMEL & SILVERMAN P.C.

1-800-LEMON LAW
www.lemonlaw.com

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

**WESTERN PA OFFICE**, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
**NEW JERSEY OFFICE**, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344
**DELAWARE OFFICE**, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
**NEW YORK OFFICE**, 1001 Avenue of the Americas, 11th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515
**BUFFALO, NY OFFICE**, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
**CALIFORNIA OFFICE**, 388 Market Street, Suite 1300, San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817
**OHIO OFFICE**, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817
**BUCKS COUNTY OFFICE**, Box 400, 400 South Main Street, 1st Floor, New Hope, PA 18938, P (267) 468-7669. F (215) 540-8817
**PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE**

JACQUELINE C. HERRITT[+«µ£.○♠]
ROBERT A. RAPKIN[+]
ANGELA K. TROCCOLI[+□±]
AMY L. BENNECOFF GINSBURG[+«#µ€$ â »]
W. CHRISTOPHER COMPONOVO[x#¥ £]
JASON L. GRESHES +*-
CHAD P. DOMAN[+ £]
JACOB U. GINSBURG[«*]
SHAWN BACHMAN[«*]

July 28, 2020

VIA EMAIL ONLY
ogcclaim@ford.com

Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, MI 48126

Re: [redacted] **v. Ford Motor Company**
Vehicle: 2018 Ford Ecosport
Date of Purchase: 11/28/2019
Place of Purchase: Reineke Ford Lincoln of Lima
VIN: MAJ3P1TEXJC[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above individual against Ford Motor Company pursuant to the OH Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

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

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Jacqueline C. Herritt
KIMMEL & SILVERMAN, PC

JCH\wcc
cc: [redacted]



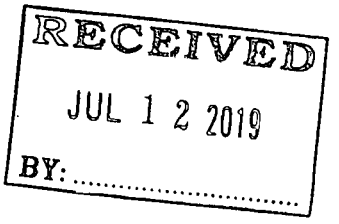
[redacted]

# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
150 N Robertson Blvd
Suite 307
Beverly Hills, CA 90211

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

July 9, 2019




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

Re: [redacted]
Vehicle: 2018 Ford Ecosport
VIN: MAJ3P1TE5JC[redacted]

Dear Sir/Madam:

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

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

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

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

Respectfully submitted,

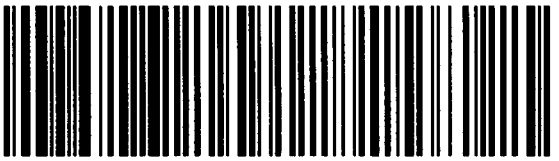
LEMON LAW GROUP PARTNERS PLC
By: s/n Kathryn Abrams
Of Counsel Attorney for Plaintiff

CC: Norm Reeves Ford Lincoln, 18900 Studebaker Rd, Cerritos, CA 90703

274896-72-58-PRI
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach, FL 33160

PRESORTED
FIRST-CLASS MAIL
POSTAGE AND FEES PAID
C2M LLC
22202

**USPS CERTIFIED MAIL™**



**9214 8901 3247 3400 0912 2040 74**

1**********SNGLP 480

**SIGNATURE REQUIRED PER DMM 3.1.1**

Ford Motor Company
PO Box 6248
Dearborn, MI 48121-6248

CERTIFIED MAIL




JUL 12 2019

PE23-015 000437 LC SV



[redacted]

**CT Corporation**
**Service of Process Notification**
0
CT Log Number [redacted]

## Service of Process Transmittal Summary

**TO:** Chuck Morici
Ford Motor Company
1 American Rd
Dearborn, MI 48126-2798

**RE:** **Process Served in Minnesota**

**FOR:** Ford M[redacted] Company (Domestic State: DE)

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

| | |
|---|---|
| **TITLE OF ACTION:** | Re: GREGORY CAPESIUS AND SHAWNNA KRAUSE // To: Ford Motor Company |
| **DOCUMENT(S) SERVED:** | Attachment(s), Summons, Complaint, Exhibit(s) |
| **COURT/AGENCY:** | First Judicial District Court, Goodhue County, MN<br>Case # None Specified |
| **NATURE OF ACTION:** | Product Liability Litigation - Lemon Law - 2020 Ford Ecosport, VIN#: MAJ3S2FEXLC3[redacted] |
| **PROCESS SERVED ON:** | C T Corporation System, Inc., Saint Paul, MN |
| **DATE/METHOD OF SERVICE:** | By Process Server on 07/28/2023 at 16:01 |
| **JURISDICTION SERVED:** | Minnesota |
| **APPEARANCE OR ANSWER DUE:** | [redacted] |
| **ATTORNEY(S)/SENDER(S):** | |
| **ACTION ITEMS:** | te: |
| **REGISTERED AGENT CONTACT:** | |
| **REMARKS:** | |

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other

information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Fri, Jul 28, 2023
**Server Name:** Drop Service

| | |
|---|---|
| Entity Served | FORD MOTOR COMPANY |
| Case Number | |
| Jurisdiction | MN |

| Inserts | | |
|---|---|---|
| | Poor Quality | |



## Business Record Details »

Minnesota Business Name
**Ford Motor Company**

**Business Type**
Business Corporation (Foreign)

**MN Statute**
303

**File Number**
[redacted]

**Home Jurisdiction**
Delaware

**Filing Date**
03/22/1920

**Status**
Active / In Good Standing

**Renewal Due Date**
12/31/2023

**Registered Office Address**
1010 Dale St N
St Paul, MN 55117-5603
USA

**Registered Agent(s)**
C T Corporation System Inc

**Chief Executive Officer**
James Farley
One American Road
Dearborn, MI 48126
USA

Filing History

# Filing History

**Select the item(s) you would like to order:** Order Selected Copies

| | Filing Date | Filing | Effective Date |
|---|---|---|---|
| ☐ | 03/22/1920 | Amendment - Business Corporation (Foreign) | |
| ☐ | 03/22/1920 | Original Filing - Business Corporation (Foreign) | |
| | 03/22/1920 | Business Corporation (Foreign) Business Name (Business Name: Ford Motor Company of Delaware) | |

**State of Minnesota** **District Court**

| County |
| --- |
| GOODHUE |

| | |
| --- | --- |
| Judicial District: | FIRST |
| Court File Number: | |
| Case Type: | Civil |

[redacted]

Plaintiff(s)

**Summons**

vs.

FORD MOTOR COMPANY
c/o RA CT CORPORATION SYSTEM INC.
1010 Dale St. N., St Paul, MN 55117

Defendant(s)

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon Plaintiffs or their Attorney an answer to the complaint which is herewith served upon you within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you fail to do so judgment by default will be taken against you for the relief demanded in the complaint.

Rule 114 of the Minnesota General Rules of Practice provides for use of alternative dispute resolution ("ADR") in most cases. Notice of ADR processes will be provided by the Court Administrator after this action is filed.

[redacted]

| STATE OF MINNESOTA<br>COUNTY OF GOODHUE | DISTRICT COURT<br>FIRST JUDICIAL DISTRICT |
|---|---|
| [redacted]<br>Plaintiffs,<br><br>vs.<br><br>FORD MOTOR COMPANY<br><br>Defendant. | Case Type: Civil<br><br>**COMPLAINT**<br>Case No.: |

NOW COME the Plaintiffs, [redacted] AND [redacted] by and through their attorneys, KROHN & MOSS, LTD., and for their Complaint against Defendant, FORD MOTOR COMPANY, allege and affirmatively state as follows:

## PARTIES

1. Plaintiffs, [redacted] ("Plaintiffs"), are individuals who purchased the vehicle in the State of Minnesota, County of Goodhue.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Minnesota, County of Goodhue and is engaged in the manufacture, sale and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Zumbrota Ford Sales, LLC ("Seller"). Manufacturer does business in all counties of the State of Minnesota including Goodhue County.

## VENUE

3. Venue properly lies in the judicial district pursuant to Minn. Stat. § 542.09 because the cause of action or some part thereof arose in Goodhue County, Minnesota.

## BACKGROUND

4. On or about October 23, 2020, Plaintiffs purchased from Seller a 2020 Ford Ecosport ("Ecosport"), manufactured by Manufacturer, Vehicle Identification No. MAJ3S2FEXLC[redacted] for valuable consideration (See copy of Plaintiffs' Retail Installment Sale Contract, attached hereto as Exhibit "A").

5. The purchase price of the Ecosport totaled $21,240.00.

6. Plaintiffs aver that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Ecosport cannot and/or was unable to be utilized for personal, family and household use as intended by Plaintiffs at the time of acquisition.

7. In consideration for the purchase of the Ecosport, Manufacturer issued and supplied to Plaintiffs its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, five (5) year or sixty thousand (60,000) mile powertrain coverage as well as other warranties fully outlined in Manufacturer's New Car Warranty booklet.

8. On or about October 23, 2020, Plaintiffs took possession of the Ecosport and shortly hereafter experienced the defect/nonconformity listed below.

9. The defect/nonconformity described below violates Manufacturer's written warranty issued to Plaintiffs as well as the implied warranty of merchantability.

10. Plaintiffs delivered the Ecosport to Manufacturer, through its authorized dealership network, on numerous occasions.

11. Plaintiffs aver that the Ecosport has been subject to repair on multiple occasions for the same defect/nonconformity and that the defect/nonconformity remains uncorrected.

12. Plaintiffs brought the Ecosport to Seller, and/or an authorized service dealer(s) of Manufacturer, for the following defect/nonconformity that includes but is not limited to:

1. Defective engine/electrical system as evidenced by the intermittent illumination of the check engine light; and
2. Any additional defects/nonconformities, whether or not they are contained on any dealer repair orders.

13. Plaintiffs provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Ecosport.

14. After a reasonable number of attempts to cure the defect/nonconformity in Plaintiffs' Ecosport, Manufacturer was unable and/or failed to repair the defect/nonconformity as provided in Manufacturer's warranty.

15. Plaintiffs justifiably lost confidence in the Ecosport's safety and/or reliability.

16. Said defect/nonconformity could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Ecosport.

17. As a result of the defect/nonconformity, Plaintiffs revoked acceptance of the Ecosport in writing.

18. At the time of revocation, the Ecosport was in substantially the same condition as at delivery except for damage caused by its own defect/nonconformity and ordinary wear and tear.

19. Defendant refused Plaintiffs' demand for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

20. The Ecosport remains in a defective and unmerchantable condition and continues to exhibit the above-mentioned defect/nonconformity.

21. Plaintiffs have been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its written warranty and its failure to provide Plaintiffs with a merchantable Ecosport.

**COUNT I**
**BREACH OF WRITTEN WARRANTY**
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**
**MANUFACTURER**

22. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-21 of this Complaint.

23. Plaintiffs are purchasers of a consumer product who received the Ecosport during the duration of a written warranty period applicable to the Ecosport and who are entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

24. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiffs.

25. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiffs' Complaint in that the Ecosport was manufactured and purchased after July 4, 1975 and costs in excess of ten dollars ($10.00).

26. Plaintiffs' purchase of the Ecosport was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Ecosport to repair or replace defective parts or take other remedial action free of charge to Plaintiffs with respect to the Ecosport in the event that the Ecosport failed to meet the specifications set forth in Manufacturer's warranty.

27. Manufacturer's warranty was the basis of the bargain of the contract between Plaintiffs and Manufacturer for the sale of the Ecosport to Plaintiffs.

28. Said purchase of Plaintiffs' Ecosport was induced by, and Plaintiffs relied upon, Manufacturer's written warranty.

29. Plaintiffs have met all of Plaintiffs' obligations and preconditions as provided in Manufacturer's written warranty.

30. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiffs have suffered damages and in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

31. Plaintiffs aver that upon successfully prevailing upon the Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. Diminution in value of the Ecosport or incurred and/or needed costs of repair and all incidental and consequential damages;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
c. Such other and further relief that the Court deems just and appropriate.

**COUNT II**
**BREACH OF IMPLIED WARRANTY**
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**
**MANUFACTURER**

32. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-21 of this Complaint.

33. The Ecosport purchased by Plaintiffs was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to Plaintiffs.

34. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiffs.

35. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

36. Pursuant to 15 U.S.C. §2308, Plaintiffs' Ecosport was impliedly warranted to be substantially free of defects in both material and workmanship and hereby fit for the ordinary purpose for which the Ecosport was intended.

37. The Ecosport was warranted to pass without objection in the trade under the contract description and was required to conform to the descriptions of the Ecosport contained in the contracts and labels.

38. The above-described defect/nonconformity in the Ecosport renders the Ecosport un-merchantable and hereby not fit for the ordinary purpose for which the Ecosport was intended and as represented by Manufacturer.

39. As a result of the breach of implied warranty by Manufacturer, Plaintiffs are without the reasonable value of the Ecosport.

40. As a result of the breach of implied warranty by Manufacturer, Plaintiffs have suffered and continue to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. Diminution in value of the Ecosport or incurred and/or needed costs of repair and all incidental and consequential damages;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
c. Such other and further relief that the Court deems just and appropriate.

## COUNT III
## VIOLATION OF MINNESOTA'S LEMON LAW
## MANUFACTURER

41. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-21 of this Complaint.

42. Plaintiffs are Consumers as defined by Sec. 325F.665, Subd. 1(a), Minn. Stat.

43. Manufacturer is a Manufacturer as defined by Sec. 325F.665, Subd. 1(b), Minn. Stat.

44. The Ecosport is a Motor Vehicle as defined by Sec. 325F.665, Subd. 1(e), Minn. Stat.

45. The Minnesota Lemon Law, specifically entitled "New motor vehicle warranties; Manufacturer's duty to repair, refund, or replace," Sec. 325F.665, Minn. Stat. (hereinafter "Minnesota Lemon Law), is applicable to Plaintiffs' Complaint in that Plaintiffs purchased the Ecosport within the term of protection afforded by the statute.

46. Plaintiffs took delivery of the Ecosport on or about October 23, 2020.

47. Upon information and belief, the Ecosport has been out of service greater than thirty (30) or more business days during the term of the express warranty or within two (2) years after first delivery and such nonconformity continues to exist.

48. Manufacturer has been given a reasonable number of attempts to conform the Ecosport to its express warranty.

49. Manufacturer received prior direct written notification of the above-mentioned nonconformity on behalf of Plaintiffs and has had an opportunity to correct the alleged nonconformity.

50. Manufacturer is unable to conform the Ecosport to its applicable express warranty.

51. As a result of said nonconformity, Plaintiffs are without the reasonable value of the Ecosport.

52. As a result of said nonconformity, Plaintiffs have suffered and continues to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. A new Ecosport of like model line or otherwise comparable Ecosport as a replacement; or
b. Repurchase of the Ecosport with a full refund of the purchase price of the Ecosport, including all collateral charges incurred; and
c. All incidental and consequential damages, reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
d. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted

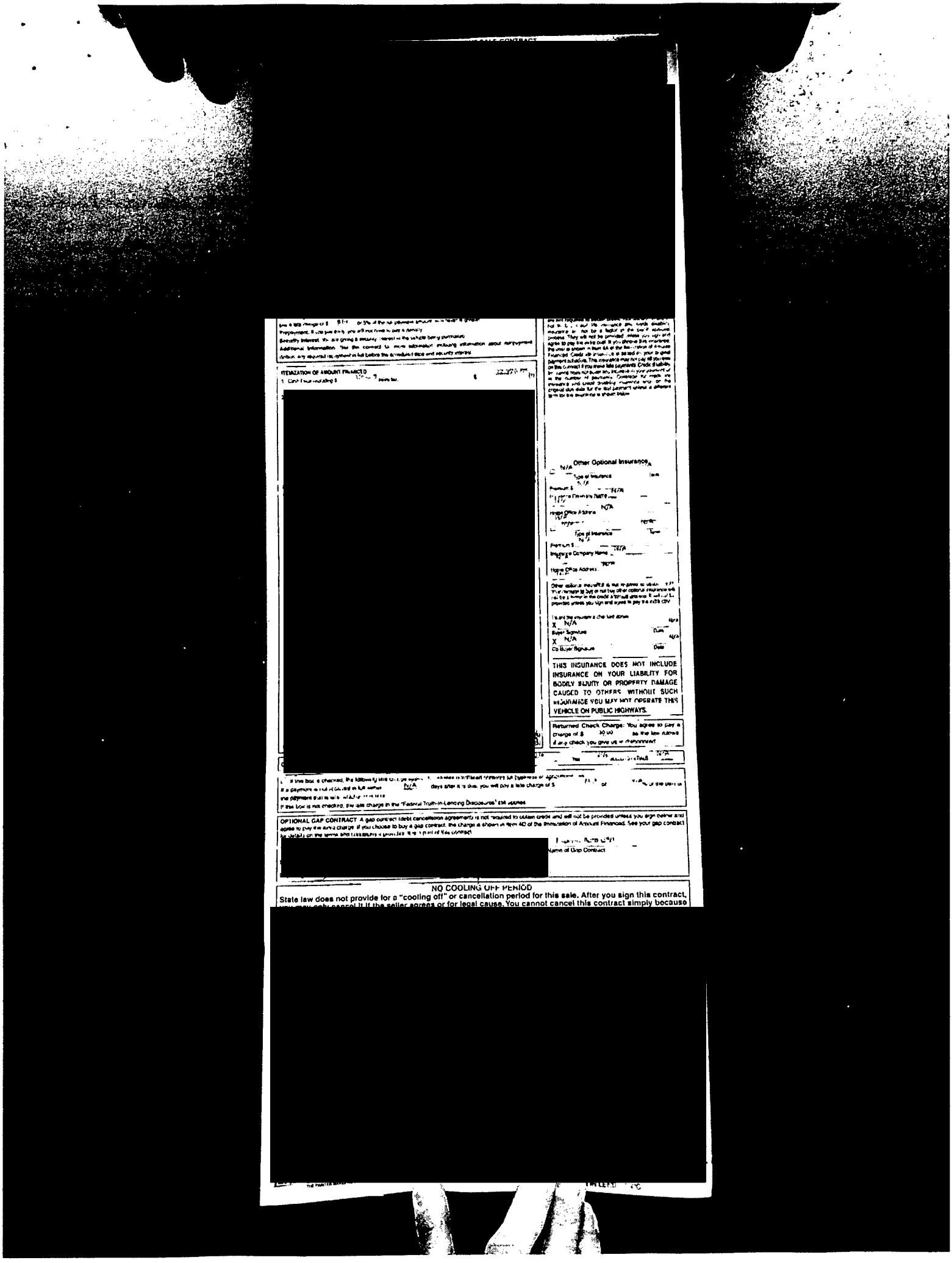
[redacted]

By: _____

Attorney for Plaintiffs

[redacted]

# EXHIBIT A



ITEMIZATION OF AMOUNT FINANCED

Other Optional Insurance

N/A

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge of $ 30.00 as the law allows if any check you give us or recommend

N/A days after it is due, you will pay a late charge of $

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation agreement) is not required to obtain credit and will not be provided unless you sign below and agrees to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and limitations of your gap contract.

Name of Gap Contract

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract,

# Krohn & Moss, Ltd.

*Main Office*
*10 N. Dearborn St, 3rd Floor*
*Chicago, IL 60602*
*www.yourlemonlawrights.com*

*Writer's Direct Number*
*(312) 578 9428 Ext. 274*
*Writer's Direct Facsimile*
*(866) 289 0898*
*Writer's Direct E-Mail*
*ekaczander@consumerlawcenter.com*
*www.yourlemonlawrights.com*

*Writer licensed to practice only in:*
*Illinois*
*Kentucky*
*Michigan*
*Minnesota*
*Missouri*
*Ohio*

March 13, 2023

**SENT VIA CERTIF**
***Return Receipt No.:*** [redacted]

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121

**RE:** [redacted] **v. Ford Motor Company**
Vehicle: 2020 Ford Ecosport
VIN: MAJ3S2FEXLC[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above-named individuals regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

**Having been formally notified of our representation, you are instructed not to contact our clients under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.**

**Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients requires payment of our attorneys' fees. If you settle directly with our clients and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.**

There is a defect/nonconformity present in my clients' vehicle for which relief is sought and numerous attempts to repair the vehicle have been unsuccessful. The defect/nonconformity includes, but is not limited to:

1. Defective engine/electrical system as evidenced by the intermittent illumination of the check engine light; and
2. Any additional defects/nonconformities, whether or not they are contained on any dealer repair orders.

Because of the defect/nonconformity, my clients have justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My clients' repair history clearly shows there was a breach of both written and implied warranties:

> Based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my clients are revoking acceptance of this vehicle as the defect/nonconformity listed above constitutes a substantial impairment of the use, value and/or safety of the vehicle. My clients have directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3), my clients have a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my clients will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest and to minimize your damages. Moreover, my clients need return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Should you elect to make a final attempt to repair the defect/nonconformity, please contact me directly within the next ten (10) days. If I do not hear from you within the stated time, you waive your right to a final repair attempt. Since my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my clients by your failure to do so.

To avoid any litigation, my clients request a refund for the defective vehicle plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort will be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

[redacted]

**RON DRENKOW MOTORS, INC.**
P.O. BOX 368
SHELDON, IA 51201
(712) 324-5624
www.drenkow.com

**Repair Order**
Page 1 of 2

CUSTOMER COPY

[redacted]

[redacted]

[redacted]

Service Unit

**OWNER:** [redacted] **UNIT#** LC384724 **2020 FORD** **ECOSPORT** **CURR MI** 54,521.0
**MI OUT** 54,521.0

**DELIVERED:**
**VIN:** MAJ3S2FEXLC[redacted]
2ND KEY:
CYLINDEDRS: 3
GVWR: 0

TRANS: 6-SPEED AU
ENGINE: 1.0L ECOBOOST
SERIES:
CID:
COLOR:

Repair Order Details

**Problem #01** Warranty

**COMPLAINT:** OWNER SAYS HAS OIL LIGHT ON AND ENGINE RATTLES

**CAUSE:** failure is timing belt flaking off causing plugged oilpickup and filter resulting in bearing failures

**CORRECTION:** checked oil level, checked pressure low pressure less than 5lbs removed oil filter and examined has debris in filter removed oil pan inspected rods, bearings worn and scored crank removed valve cover inspected cams has worn cams and and bearing face replaced engine, test drove cleared codes set neutral misfire correction

025

| | | | List | Unit | T/C | Ext | Price |
|---|---|---|---|---|---|---|---|
| PARTS: | 1.00 | G1FZ6006A SERVICE ENGINE ASY | | | | | |
| | 1.00 | G1FZ6006A (CORE CHARGE) | | | | | |
| | 1.00- | G1FZ6006A (CORE CREDIT) | | | | | |
| | 6.00 | F1FZ6379A BOLT - HEX.HEAD | | | | | |
| | 4.00 | W715618S437 NUT | | | | | |
| | 4.00 | W716271S437 NUT | | | | | |
| | 1.00 | F1FZ9N454K HEAT SHIELD | | | | | |
| | 1.00 | 4R8Z6N652A GASKET | | | | | |
| | 4.00 | W715309S300 STUD | | | | | |
| | 1.00 | CM5Z9450A GASKET | | | | | |
| | 1.00 | CM5Z9229A KIT - "O" RING | | | | | |
| | 1.00 | AA5Z9E583A SEAL | | | | | |
| | 1.00 | CM5Z6K679B PIPE - OIL FEED | | | | | |
| | 1.00 | BM5Z2A572A GASKET - VACUUM PUMP | | | | | |
| | 1.00 | GN1Z5A215A CLAMP - EXHAUST | | | | | |

**Total Labor:** .00
**Total Parts:** .00

YOU HAVE THE RIGHT TO A WRITTEN OR ORAL ESTIMATE IF THE EXPECTED COST OF REPAIRS OR SERVICE WILL BE MORE THAN FIFTY DOLLARS. YOUR BILL WILL NOT BE HIGHER THAN THE ESTIMATE BY MORE THAN TEN PERCENT UNLESS YOU APPROVE A HIGHER AMOUNT BEFORE REPAIRS ARE FINISHED INITIAL YOUR CHOICE.

_____ WRITTEN ESTIMATE _____ NO ESTIMATE

_____ ORAL ESTIMATE CALL ME IF THE REPAIRS AND SERVICE WILL _____ BE MORE THAN $ _____

SAVE OLD PARTS ☐ YES ☐ NO

THE SELLING DEALER MAKES NO WARRANTY OF ANY KIND WHATSOEVER AS TO THE MERCHANTABILITY OF THE PRODUCTS LISTED HEREON OR AS TO THEIR FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY WHICH MAY EXIST IS AN AGREEMENT SOLELY BETWEEI THE MANUFACTURER AND THE PURCHASER.
"I authorize the repair work described (including parts and materials) and agree to pay for it in CASH unles otherwise agreed on this order. If the work is charged I agree to pay your regular finance charge. I understa that under Iowa law you may keep the vehicle until payment is made. You are not responsible for delays ca unavailability of parts or delays in parts shipments or for loss or damage to the vehicle or any articles left in

X _____
DATE SIGNED CUSTOMER SIGNATURE

**RON DRENKOW MOTORS, INC.**
P.O. BOX 368
SHELDON, IA 51201
(712) 324-5624
www.drenkow.com

**Repair Order**
Page 1 of 1

CUSTOMER COPY

Printed: 9/27/2022 3:51 pm

[redacted]

[redacted]

RO# [redacted]
START 9/27/22 07:20
BILLED 9/27/22 15:51
PO#
WRITER RLD
APPROVAL RLD

## Service Unit

**OWNER:** 17567 **UNIT#** LC384724 **2020 FORD** **ECOSPORT**

**CURR MI** 46,245.0
**MI OUT** 46,245.0

**DELIVERED:**
**VIN:** MAJ3S2FEXLC[redacted]
2ND KEY:
CYLINDEDRS: 3
GVWR: 0

TRANS: 6-SPEED AU
ENGINE: 1.0L ECOBOOST
SERIES:
CID:
COLOR:

## Repair Order Details

**Problem #01** | **Customer**

**COMPLAINT:** OWNER SAYS HAS MIL LIGHT ON

**CORRECTION:** KOEO-PASS, KOEC-P0171,KOER-PASS. TRACED FAULT CODE TO LEAN CONDITION, PERFORMED PINPOINT TEST, TESTED FUEL QUALITY, FOUND 40% ALCOHOL CONTENT IN FUEL, CAUSES LEAN CONDITION

**LABOR:** 88.00
017

| | |
|---|---|
| **Total Labor:** | **88.00** |
| **Total Parts:** | **.00** |
| **REPAIR ORDER SUBTOTAL** | **88.00** |
| **TOTAL SHOP & ENVIRO CHG** | **5.28** |
| ***SALES TAX** | **6.53** |
| **REPAIR ORDER TOTAL** | **99.81** |
| **CHARGED TO ACCOUNT** | **99.81** |

YOU HAVE THE RIGHT TO A WRITTEN OR ORAL ESTIMATE IF THE EXPECTED COST OF REPAIRS OR SERVICE WILL BE MORE THAN FIFTY DOLLARS. YOUR BILL WILL NOT BE HIGHER THAN THE ESTIMATE BY MORE THAN TEN PERCENT UNLESS YOU APPROVE A HIGHER AMOUNT BEFORE REPAIRS ARE FINISHED INITIAL YOUR CHOICE:

_____ WRITTEN ESTIMATE _____ NO ESTIMATE

_____ ORAL ESTIMATE CALL ME IF THE REPAIRS AND SERVICE WILL _____ BE MORE THAN $ _____

SAVE OLD PARTS ☐ YES ☐ NO

THE SELLING DEALER MAKES NO WARRANTY OF ANY KIND WHATSOEVER AS TO THE MERCHANTABILITY OF THE PRODUCTS LISTED HEREON OR AS TO THEIR FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY WHICH MAY EXIST IS AN AGREEMENT SOLELY BETWEEI THE MANUFACTURER AND THE PURCHASER.
"I authorize the repair work described (including parts and materials) and agree to pay for it in CASH unles otherwise agreed on this order. If the work is charged, I agree to pay your regular finance charge. Lunderst that under Iowa law you may keep the vehicle until payment is made. You are not responsible for delays ca unavailability of parts or delays in parts shipments or for loss or damage to the vehicle or any articles left in

X _____
DATE SIGNED CUSTOMER SIGNATURE



# ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@FILELEMONLAW.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GEORGIA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-570-5413

July 2, 2020

Ford Motor Company
World Headquarters
Office of the General Counsel
One American Road
Dearborn, MI 48126

**RE:** [redacted] **LAW VIOLATION**

Vehicle: 2018 Ford EcoSport
VIN: MAJ3P1TE2JC[redacted]
Date of purchase: 08/2018
Our File No.: [redacted]

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Electrical;**
3. **Check engine light;**
4. **Transmission;**
5. **Driveability;**
6. **Stalling;**
7. **No start;**

8. **Serious safety defect;**

9. **Excessive repair attempts;**

10. **Excessive days out of service.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the

part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC

[redacted]

Alex Simanovsky
Attorney at Law

AS/ld

CC: [redacted]

GEORGIA MVD - RECEIPT (COPY)

[redacted]

| Fee | Amount |
|---|---|
| Plate Fee | $20.00 |
| | **$20.00** |

LIEN 1 OF 1
SANTANDER
CONSUMER USA INC
5201 RUFE SNOW DR
NORTH RICHLAND
HILLS TX 76180-0636

STATE OF GEORGIA

[redacted]

Signature: _____

[redacted]

| Fee | Amount |
|---|---|
| Fee | $20.00 |
| | **$20.00** |

STATE OF GEORGIA

[redacted]

[redacted]

CCARD

THIS IS NOT A BILL
THIS IS YOUR RECEIPT
*** RETAIN FOR TAX PURPOSES ***

SIMPLE FINANCE CHARGE

[redacted]

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of $ 1.00 or 5 % of the part of the payment that is late, whichever is greater .
**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.
**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 and security interest.

**ITEMIZATION OF AMOUNT FINANCED**

1 Cash Price (including $ 1600.64 sales tax) $ 24680.64 (1)

2 Total Downpayment =
Trade-in N/A (Year) (Make) (Model)
Gross Trade-In Allowance $ N/A
Less Pay Off Made By Seller $ N/A
Equals Net Trade In $ N/A
+ Cash $ 1500.00
+ Other REBATE(S) $ 2000.00
(If total downpayment is negative, enter "0" and see 4I below) $ 3500.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) $ 21180.64 (3)

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

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.
Life $ N/A
Disability $ N/A $ N/A

B Vendor's Single Interest Insurance
Paid to Insurance Company $ N/A

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

D Optional Gap Contract GAP FEES $ 895.00

E Official Fees Paid to Government Agencies $ N/A

F Government Taxes Not Included in Cash Price $ N/A

G Government License and/or Registration Fees $ N/A

H Government Certificate of Title Fees $ 75.00

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

| | | | |
|---|---|---|---|
| to N/A | for Prior Credit or Lease Balance | $ | N/A |
| to FORD | for SERVICE CONTRACT | $ | 2185.00 |
| to MARSHAL MIZE FORD | for Doc Fee | $ | 599.00 |
| to N/A | for N/A | $ | N/A |
| to N/A | for N/A | $ | N/A |
| to SAFEGUARD CO. | for SAFE GUARD | $ | 195.00 |
| to N/A | for N/A | $ | N/A |
| to N/A | for N/A | $ | N/A |
| to N/A | for N/A | $ | N/A |
| to N/A | for N/A | $ | N/A |

Total Other Charges and Amounts Paid to Others on Your Behalf $ 3949.00 (4)

5 Amount Financed (3 plus 4) $ 25129.64 (5)

**INSURANCE**

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the extra cost. Your decision to buy or not buy credit life insurance 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. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. 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 below.

**Other Optional Insurance**

☐ N/A (Type of Insurance) N/A (Term)
Premium $ N/A
Insurance Company Name N/A
N/A
Home Office Address
N/A

☐ N/A (Type of Insurance) (Term)
Premium $ N/A
Insurance Company Name N/A
N/A
Home Office Address
N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X N/A N/A
Buyer Signature Date

X N/A N/A
Co-Buyer Signature Date

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.**

X
Buyer Signature

X

| | | | |
|---|---|---|---|
| | + Cash | | $ [illegible] |
| | + Other REBATE(S) | | $ 2000.00 |
| | (If total downpayment is negative, enter "0" and see 4I below) | | $ 3500.00 (2) |
| 3 | Unpaid Balance of Cash Price (1 minus 2) | | $ 21180.64 (3) |
| 4 | Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts): | | |
| A | Cost of Optional Credit Insurance Paid to Insurance Company or Companies. | | |
| | Life | $ N/A | |
| | Disability | $ N/A | $ N/A |
| B | Vendor's Single Interest Insurance Paid to Insurance Company | | $ N/A |
| C | *Other Optional Insurance Paid* to Insurance Company or Companies | | $ N/A |
| D | Optional Gap Contract GAP FEES | | $ 895.00 |
| E | Official Fees Paid to Government Agencies | | $ N/A |
| F | Government Taxes Not Included in Cash Price | | $ N/A |
| G | Government License and/or Registration Fees | | $ N/A |
| H | Government Certificate of Title Fees | | $ 75.00 |
| I | Other Charges (Seller must identify who is paid and describe purpose) | | |
| | to N/A for Prior Credit or Lease Balance | | $ N/A |
| | to FORD for SERVICE CONTRACT | | $ 2185.00 |
| | to MARSHAL MIZE FORD for Doc Fee | | $ 599.00 |
| | to N/A for N/A | | $ N/A |
| | to N/A for N/A | | $ N/A |
| | to SAFEGUARD CO. for SAFE GUARD | | $ 195.00 |
| | to N/A for N/A | | $ N/A |
| | to N/A for N/A | | $ N/A |
| | to N/A for N/A | | $ N/A |
| | to N/A for N/A | | $ N/A |
| | Total Other Charges and Amounts Paid to Others on Your Behalf | | $ 3949.00 (4) |
| 5 | Amount Financed (3 + 4) | | $ 25129.64 (5) |

**Other Optional Insurance**

☐ N/A (Type of Insurance) N/A (Term)

Premium $ N/A

Insurance Company Name N/A

Home Office Address N/A

☐ N/A (Type of Insurance) ____ (Term)

Premium $ N/A

Insurance Company Name N/A

Home Office Address N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X N/A (Buyer Signature) N/A (Date)

X N/A (Co-Buyer Signature) N/A (Date)

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.**

X (Buyer Signature)

X (Co-Buyer Signature)

**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 4D of the Ite[illegible]

Ter[illegible]

I w[illegible]

Bu[illegible]

**Returned Check Charge:** You agree to pay a charge of $ 30.00 if any check you give us is dishonored or [illegible]lectronic payment is returned unpaid.

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance). If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, **the cost of this insurance is $** N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

**OPTION:** ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

**NO COOLING OFF PERIOD**

**State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.**

***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.***

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing

[redacted]

| VEHICLE ID | MILES IN | MILES OUT | DATE/TIME IN | DATE OUT | INVOICE NO. |
|---|---|---|---|---|---|
| MAJ3P1TE2JC[redacted] | 44311 | 44311 | 05/26/20 14:58 | 06/29/20 | [redacted] |

| VEHICLE DESCRIPTION | TAG NO. | STATUS |
|---|---|---|
| 2018 FORD ECOSPORT S (ORANGE) | 01310 | PARTIAL-COMPLETE-P |

| CONTROL NO. | LICENSE PLATE NO. | CUST. LABOR RATE | PROD. DATE | IN-SERV DATE | DELIV. DATE | DELIV. MILES | TERMS |
|---|---|---|---|---|---|---|---|
| [redacted] | | | | 08/25/18 | | | No Charge |

| HOME PHONE | WORK PHONE | CELL PHONE | STOCK NO. | SERV. ADV. | RO COMMENT |
|---|---|---|---|---|---|
| [redacted] | | [redacted] | | ALEX THAMES (22) | |

| Line | Op-Code | Fail Code | Tech | Hours | Type | Amount |
|---|---|---|---|---|---|---|

B Continued

| Part Number | Description | Qty. |
|---|---|---|
| CM5Z 6L092 A | TUBE ASY - DRA | 1 |
| W715195 S437 | BOLT | 2 |
| W505532 S437 | SCREW | 3 |
| F1FZ 6379 A | BOLT - HEX.HEA | 6 |
| CM5Z 9J323 A | TUBE ASY | 1 |
| XT 12 QULV | OIL - AUTOMATIC TRAN | 1 |
| W715309 S300 | STUD | 8 |

D + 10 A92 Customer **$0.00**

Concern ELECTRICAL Customer states passenger tail light filling up with water and blinker starting to not work.

Correction NO REPAIR

**Line Total... $0.00**

Warranty Claim Type: F Authorization Code: Service Cont No:

Totals

| | Amount |
|---|---|
| Total Amount Due | **$0.00** |

STATEMENT OF DISCLAIMER

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

Customer labor charges based upon hours published in a per FLAT RATE hour guide, which reflects an average time for performance of a specific repair and may therefore be more or less than the actual time expended for the repair. **ENVIRONMENTAL FEE: a small charge is included for supplies used on your vehicle. These items are EPA approved; aerosprays, solvents, cleaning cloths, sealants, silicone treatments, etc. and waste disposal. 8% or maximum of $25.00.



PE23-015 000466 LC SV

85142 GUA

# DALTON

## Ford of Dalton

925 Shugart Rd * P.O. Box 519
Dalton, GA 30722-0519
706.278.1151 Local
800.235.2777 Toll-Free
www.fordofdalton.com

[redacted]

| VEHICLE ID | MILES IN | MILES OUT | DATE/TIME IN | DATE OUT | INVOICE NO |
|---|---|---|---|---|---|
| MAJ3P1TE2JC[redacted] | 44311 | 44311 | 05/26/20 14:58 | 06/29/20 | [redacted] |

| VEHICLE DESCRIPTION | TAG NO. | STATUS |
|---|---|---|
| 2018 FORD ECOSPORT S (ORANGE) | 01310 | PARTIAL-COMPLETE-P |

[redacted]

| CONTROL NO. | LICENSE PLATE NO. | CUST. LABOR RATE | PROD. DATE | IN-SERV DATE | DELIV. DATE | DELIV. MILES | TERMS |
|---|---|---|---|---|---|---|---|
| | | | | 08/25/18 | | | No Charge |

| WORK PHONE | CELL PHONE | STOCK NO. | SERV. ADV. | RO COMMENT |
|---|---|---|---|---|
| | [redacted] | | ALEX THAMES (22) | |

| Line | Op-Code | Fail Code | Tech | Hours | Type | Amount |
|---|---|---|---|---|---|---|
| A | 20ZQ99PX | | A92 | | Internal | |
| Concern | MULTI POINT EXPRESS, PERFORM MULTIPOINT INSPECTION | | | | | |
| Correction | PERFORM MULTIPOINT INSPECTION | | | | | |
| B | 06 | | A92 | | Warranty | |
| Concern | ENGINE: Customer states low oil pressure light on, knocking noise coming from engine. | | | | | |
| Cause | oil pump belt broke and damaged the engine. | | | | | |
| Correction | eec tested, p0012 p0014 p00c6 p0014 .oil pressure test 0psi. i cut open the oil filter and found metal. i removed the oil pan and checked the main and rod bearing. i removed the valve cover and checked the cam and the cam journals. all had metal in it. all this i did in the car. i ran cost cap and online work to get a long block engine.then removed the engine and replaced the long block. i had three broken exhaust bolts i repaired. evacuate a-c system and recharge. cleared code test drove. | | | | | |

| Part Number | Description | Qty. |
|---|---|---|
| G1FZ 6006 A | SERVICE ENGINE | 1 |
| | CLEAN CORE | 1 |
| | DIRTY CORE | -1 |
| GN1Z 5A215 A | CLAMP - EXHAUS | 1 |
| W715141 S442 | BOLT | 4 |
| W716271 S437 | NUT | 6 |
| CM5Z 9450 A | GASKET | 1 |
| W715474 S437 | BOLT AND WASHE | 16 |
| W715618 S437 | NUT | 4 |
| CM5Z 9229 A | KIT - O RING | 1 |
| BM5Z 2A572 A | GASKET - VACUUM PUMP | 1 |
| VC 13 G | ANTI-FREEZE | 1 |
| 4R8Z 6N652 A | GASKET | 1 |
| AA5Z 9E583 A | SEAL | 1 |
| CM5Z 6K679 B | PIPE - OIL FEE | 1 |



PE23-015 000467 LC SV



LEMBERG LAW

[redacted]

[redacted]

June 24, 2022

| | |
|---|---|
| **Make and Model:** | 2019 Ford EcoSport SE |
| **VIN #** | MAJ3S2GE2K[redacted] |
| **Record Owner** | Rhonda Carpenter |
| **State of Purchase or Lease** | Ohio |

Dear Sir or Madam:

Lemberg Law LLC is writing on behalf of the above client with regard to the above vehicle purchased in Ohio State. **Please consider this your notice for an opportunity to correct the defects specified below.** Should litigation become necessary, a lawsuit shall be filed in the Michigan court. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service over 30 days and subject to three repairs due to the faulty engine and the same defect continues to persist.

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

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

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

Sincerely,

*/s/ Matthew Clark*

Matthew Clark

[redacted]

**MIKE CASTRUCCI FORD SALES**
1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

SOR: *200175 HEATHER HUTSON*

| COLOR | YEAR | MAKE/MODEL | | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| SMOKE META | 19 | FORD ECOSPORT | MAJ3S2GE2K[redacted] | [redacted] | 9162 / 9162 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26SEP19 | 09MAR19 | | 11:24 14JAN20 | | 125.00 | CASH | 14JAN20 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 07:46 14JAN20 | 12:12 14JAN20 | SOLD-STK:KC288289 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| A | The Works Package(Vehicle Checkup) -Motorcraft Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection, and Tire Rotation. | | | | | | | |
| | WORKS | | | | The Works Package(Vehicle Checkup) -Motorcraft Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection, and Tire Rotation. | | | |
| | | | | | 200214 ALEXANDER JR,RODNEY LIC#: 0000 CPC | | 30.20 | 30.20 |
| | 1 FL*910S* | | | | KIT - ELEMENT & GASKET - OIL F | 6.82 | 6.00 | 6.00 |
| | 5 XO*5W20*BSP | | | | BULK OIL | 2.75 | 2.75 | 13.75 |

PARTS: 19.75 LABOR: 30.20 OTHER: 0.00 TOTAL LINE A: 49.95

9162 COMPLETED FULL WORKS PACKAGE INCLUDING FULL SERVICE OIL AND FILTER REPLACEMENT, TIRE ROTATION, AND BRAKE INSPECTION. SET FLUID LEVELS AND TIRE PRESSURES. RELEARNED TIRE PRESSURE MONITORING SYSTEM IF NEEDED.

**********

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| B | PERFORM | | | | MULTI POINT INSPECTION EXPRESS SERVICE | | | |
| | 99PX | | | | PERFORM MULTI POINT INSPECTION EXPRESS SERVICE | | | |
| | | | | | 200214 ALEXANDER JR,RODNEY LIC#: 0000 CPC | | 0.00 | 0.00 |

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

**********

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER 4.53

**********
****** Thank you for your business at ******
**** Mike Castrucci Ford in Milford *******
**********

PAID
JAN 14 2020
By

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

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

DATE CUSTOMER SIGNATURE

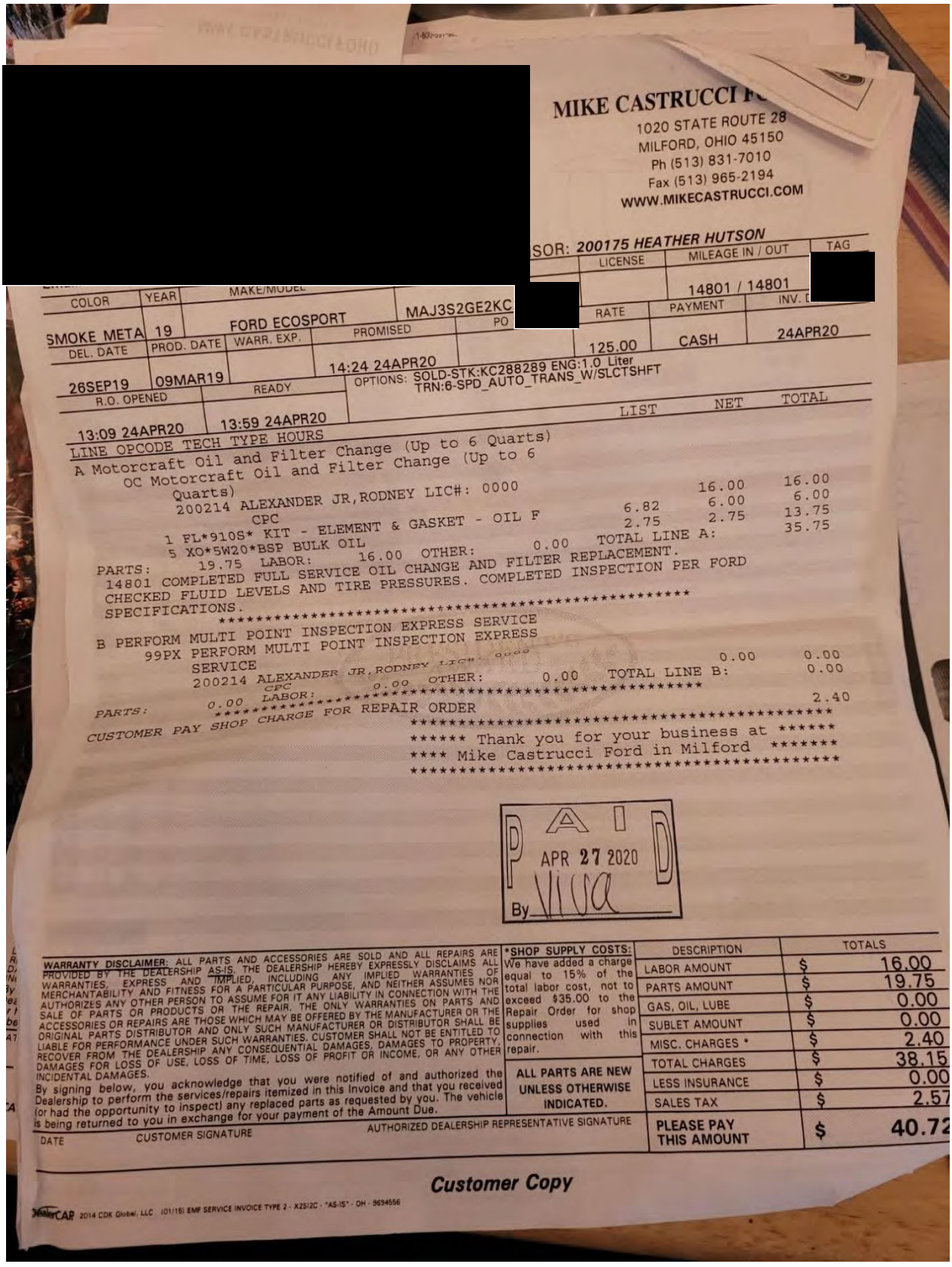
AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 30.20 |
| PARTS AMOUNT | $ 19.75 |
| GAS, OIL, LUBE | $ 0.00 |
| SUBLET AMOUNT | $ 0.00 |
| MISC. CHARGES * | $ 4.53 |
| TOTAL CHARGES | $ 54.48 |
| LESS INSURANCE | $ 0.00 |
| SALES TAX | $ 3.68 |
| **PLEASE PAY THIS AMOUNT** | **$ 58.16** |

*Customer Copy*



MIKE CASTRUCCI F[illegible]
1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

[redacted]

SOR: 200175 HEATHER HUTSON

| COLOR | YEAR | MAKE/MODEL | | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| SMOKE META | 19 | FORD ECOSPORT | MAJ3S2GE2KC | | 14801 / 14801 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO | RATE | PAYMENT | INV. D |
|---|---|---|---|---|---|---|---|
| 26SEP19 | 09MAR19 | | 14:24 24APR20 | | 125.00 | CASH | 24APR20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:KC288289 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 13:09 24APR20 | 13:59 24APR20 | |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| A | Motorcraft Oil and Filter Change (Up to 6 Quarts) | | | | | | | |
| | OC | | | | Motorcraft Oil and Filter Change (Up to 6 Quarts) | | 16.00 | 16.00 |
| | | | | | 200214 ALEXANDER JR,RODNEY LIC#: 0000 CPC | | 6.00 | 6.00 |
| | | | | | 1 FL*910S* KIT - ELEMENT & GASKET - OIL F | 6.82 | 2.75 | 13.75 |
| | | | | | 5 XO*5W20*BSP BULK OIL | 2.75 | | 35.75 |
| | | | | | PARTS: 19.75 LABOR: 16.00 OTHER: 0.00 TOTAL LINE A: | | | |
| | | | | | 14801 COMPLETED FULL SERVICE OIL CHANGE AND FILTER REPLACEMENT. CHECKED FLUID LEVELS AND TIRE PRESSURES. COMPLETED INSPECTION PER FORD SPECIFICATIONS. | | | |
| | | | | | ********** | | | |
| B | PERFORM MULTI POINT INSPECTION EXPRESS SERVICE | | | | | | | |
| | 99PX | | | | PERFORM MULTI POINT INSPECTION EXPRESS SERVICE | | 0.00 | 0.00 |
| | | | | | 200214 ALEXANDER JR,RODNEY LIC#: 0000 CPC | | | |
| | | | | | PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: | | | 0.00 |
| | | | | | ********** | | | |
| | | | | | CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER | | | 2.40 |
| | | | | | ********** | | | |
| | | | | | ****** Thank you for your business at ****** | | | |
| | | | | | **** Mike Castrucci Ford in Milford ******* | | | |
| | | | | | ********** | | | |

PAID
APR 27 2020
By Visa

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

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 16.00 |
| PARTS AMOUNT | $ 19.75 |
| GAS, OIL, LUBE | $ 0.00 |
| SUBLET AMOUNT | $ 0.00 |
| MISC. CHARGES * | $ 2.40 |
| TOTAL CHARGES | $ 38.15 |
| LESS INSURANCE | $ 0.00 |
| SALES TAX | $ 2.57 |
| **PLEASE PAY THIS AMOUNT** | **$ 40.72** |

**Customer Copy**

MotorCAR 2014 CDK Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - X25I2C - *AS-IS* - OH - 9694556

[redacted]

**MIKE CASTRUCCI FORD SALES**
1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

SOR: *200165 SARAH PRATER*

| | | | | | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|---|
| SMOKE META | 19 | FORD ECOSPORT | MAJ3S2GE2KC2[redacted] | | | 19974 / 19974 | [redacted] |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO | RATE | PAYMENT | INV. DATE |
| 26SEP19 | 09MAR19 | | 10:24 24AUG20 | | 125.00 | PREM | 24AUG20 |
| R.O. OPENED | READY | OPTIONS: SOLD-STK:KC288289 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT | | | | | |
| 08:54 24AUG20 | 09:56 24AUG20 | | | | | | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| | | CPC | | | | 0.00 | 0.00 |

55FOZGBK BRAKES INSPECTED AND OK ON THIS VISIT
200234 Hogue,Andrew LIC#: 1111
CPC

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

**********

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER 2.50
PREMIER WARRANTY
AUTH#20-23221-1 PAYING FOR
TIRE REPAIR ONLY

**********
****** Thank you for your business at ******
**** Mike Castrucci Ford in Milford *******
**********

PRESIDENT'S AWARD

PAID
AUG 24 2020
By

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

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 55.20 |
| PARTS AMOUNT | $ 19.75 |
| GAS, OIL, LUBE | $ 0.00 |
| SUBLET AMOUNT | $ 0.00 |
| MISC. CHARGES * | $ 2.50 |
| TOTAL CHARGES | $ 77.45 |
| LESS INSURANCE | $ 25.00 |
| SALES TAX | $ 5.23 |
| **PLEASE PAY THIS AMOUNT** | **$ 57.68** |

DealerCAP 2014 CDK Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - X2S12C - *AS-IS* - OH - 3694556

**Customer Copy**

[redacted]

1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010

**MIKE CASTRUCCI FORD SALES**
1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

OR: *200165 SARAH PRATER*

| | | | | | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|---|
| SMOKE META | 19 | FORD ECOSPORT | MAJ3S2GE2KC | | | 19974 / 19974 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26SEP19 | 09MAR19 | | 10:24 24AUG20 | | 125.00 | PREM | 24AUG20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:KC288289 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 08:54 24AUG20 | 09:56 24AUG20 | |

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

*The Works Package(Vehicle Checkup) t-Motorcraft Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection, and Tire Rotation.*

WORKS The Works Package(Vehicle Checkup) t-Motorcraft Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection, and Tire Rotation.

200234 Hogue,Andrew LIC#: 1111
CPC 30.20 30.20

1 FL*910S* KIT - ELEMENT & GASKET - OIL F 6.82 6.00 6.00
5 XO*5W20*BSP BULK OIL 2.75 2.75 13.75

PARTS: 19.75 LABOR: 30.20 OTHER: 0.00 TOTAL LINE A: 49.95

19974 COMPLETED FULL WORKS PACKAGE INCLUDING FULL SERVICE OIL AND FILTER REPLACEMENT, TIRE ROTATION, AND BRAKE INSPECTION. SET FLUID LEVELS AND TIRE PRESSURES. RELEARNED TIRE PRESSURE MONITORING SYSTEM IF NEEDED.

**********

B PASSENGER REAR TIRE KEEPS LOSING AIR ADVISE

02 REPAIRED TIRE
200234 Hogue,Andrew LIC#: 1111
CPC 25.00 25.00

PARTS: 0.00 LABOR: 25.00 OTHER: 0.00 TOTAL LINE B: 25.00

**********

C PERFORM MULTI POINT INSPECTION EXPRESS SERVICE

99PX PERFORM MULTI POINT INSPECTION EXPRESS SERVICE
200234 Hogue,Andrew LIC#: 1111
CPC 0.00 0.00

55FOZGBATT BATTERY INSPECTED AND OK ON THIS VISIT
200234 Hogue,Andrew LIC#: 1111
CPC 0.00 0.00

55FOZGTIRE INSPECTED TREAD DEPTH ON TIRES, CHECKED OK THIS VISIT
200234 Hogue,Andrew LIC#: 1111

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

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

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

**Customer Copy**

CAP 2014 CDK Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - X2S12C - "AS-IS" - OH - 9694556

[redacted]

## MIKE CASTRUCCI FORD SALES

1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

SERVICE ADVISOR: *200165 SARAH PRATER*

| | | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|
| SMOKE META | 19 FORD ECOSPORT | MAJ3S2GE2KC[redacted] | | 28984 / 28984 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. D |
|---|---|---|---|---|---|---|---|
| 26SEP19 | 09MAR19 | | 17:00 03DEC20 | | 125.00 | CASH | 03DEC20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:KC288289 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 14:32 03DEC20 | 15:40 03DEC20 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A WORKS PKG, PERFORM OIL CHANGE, TIRE ROTATION AND BRAKE INSPECTION | | | |
| CAUSE: WORKS PACKAGE | | | |
| WORKS WORKS PKG, PERFORM OIL CHANGE, TIRE ROTATION AND BRAKE INSPECTION | | | |
| 90048 CPC | | 30.20 | 30.20 |
| 1 FL*910S* KIT - ELEMENT & GASKET - OIL F | 6.82 | 6.00 | 6.00 |
| 5 XO*5W20*BSP BULK OIL | 2.75 | 2.75 | 13.75 |
| PARTS: 19.75 LABOR: 30.20 OTHER: 0.00 TOTAL LINE A: | | | 49.95 |
| 28984 COMPLETED FULL WORKS PACKAGE INCLUDING FULL SERVICE OIL AND FILTER REPLACEMENT, TIRE ROTATION, AND BRAKE INSPECTION. SET FLUID LEVELS AND TIRE PRESSURES. RELEARNED TIRE PRESSURE MONITORING SYSTEM IF NEEDED. | | | |
| ********** | | | |
| B PERFORM MULTI POINT INSPECTION EXPRESS SERVICE | | | |
| 99PX PERFORM MULTI POINT INSPECTION EXPRESS SERVICE | | | |
| 90048 CPC | | 0.00 | 0.00 |
| 55FOZGBATT BATTERY INSPECTED AND OK ON THIS VISIT | | | |
| 90048 CPC | | 0.00 | 0.00 |
| 55FOZGTIRE INSPECTED TREAD DEPTH ON TIRES, CHECKED OK THIS VISIT | | | |
| 90048 CPC | | 0.00 | 0.00 |
| 55FOZGBK BRAKES INSPECTED AND OK ON THIS VISIT | | | |
| 90048 CPC | | 0.00 | 0.00 |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: | | | 0.00 |
| ********** | | | |
| CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER | | | 4.53 |
| ********** | | | |
| ****** Thank you for your business at ****** | | | |
| **** Mike Castrucci Ford in Milford ******* | | | |
| ********** | | | |

PAID
DEC 03 2020
By: FPR

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

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

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 30.20 |
| PARTS AMOUNT | $ 19.75 |
| GAS, OIL, LUBE | $ 0.00 |
| SUBLET AMOUNT | $ 0.00 |
| MISC. CHARGES * | $ 4.53 |
| TOTAL CHARGES | $ 54.48 |
| LESS INSURANCE | $ 0.00 |
| SALES TAX | $ 3.68 |
| **PLEASE PAY THIS AMOUNT** | **$ 58.16** |

*Customer Copy*

[redacted]

E CASTRUCCI FORD SALES
1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

DVISOR: *200165 SARAH PRATER*

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| SMOKE META | 19 | FORD ECOSPORT | MAJ3S2GE2K[redacted] | | 33992 / 33992 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26SEP19 | 09MAR19 | | 17:00 26JAN21 | | 125.00 | CASH | 26JAN21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 14:51 26JAN21 | 15:57 26JAN21 | SOLD-STK:KC288289 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CEL IS ON ADVISE
CAUSE: .
18 DRIVEABILITY
200161 WPF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
200161
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
33992 Verified customer concern. No TSBs or SSMs. MIL was not on at vehicle start up, but a diagnostic scan revealed P0128 for coolant thermostat coolant temp below thermostat regulating temperature. Referenced PPT C. Cleared codes, self tested PCM with no issue, monitored ECT PIDs, and mechanically verified coolant temperature. *System is operational at this time. Verified repair and no problems found at this time.*

**********
**********
****** Thank you for your business at ******
**** Mike Castrucci Ford in Milford *******
**********

WAR
PROVSCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE WARRTHE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL MERCHEXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF AUTHOIY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR SALE OOTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE ACCESSOR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ORIGINALPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE LIABLE FOSTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE RECOVER ANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO DAMAGES DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, INCIDENTAL OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER
By signing
Dealership to
(or had the o
is being return
DATE

u acknowledge that you were notified of and authorized the he services/repairs itemized in this Invoice and that you received to inspect) any replaced parts as requested by you. The vehicle in exchange for your payment of the Amount Due.

MER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 0.00 |
| PARTS AMOUNT | $ 0.00 |
| 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** |

DealerCAP 2014 CDK Globa

SERVICE INVOICE TYPE 2 - X2SI2C - "AS-IS" - OH - 9694656

***Customer Copy***

[redacted]

**MIKE CASTRUCCI FORD SALES**
1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

R: *200165 SARAH PRATER*

Email: [redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| SMOKE META | 19 | FORD ECOSPORT | MAJ3S2GE2[redacted] | | 35126 / 35126 | TR238 |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26SEP19 | 09MAR19 | | 17:00 16FEB21 | | 125.00 | CASH | 09MAR21 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:KC288289 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 16:15 16FEB21 | 15:40 09MAR21 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A CEL IS BACK ON | | | |
| CAUSE: . | | | |
| 18 DRIVEABILITY | | | |
| 200161 WPF | | | (N/C) |
| 1 CM5Z*8592*B CONNECTION - WATER OUTLET | | | (N/C) |
| 1 B7A*8287*AA CLAMP - HOSE | | | (N/C) |
| 1 VC*13*G ANTI-FREEZE | | | (N/C) |
| 1 VC*7*DW DISTILLED WATER | | | (N/C) |
| FC: PART#: COUNT: | | | |
| CLAIM TYPE: | | | |
| AUTH CODE: | | | |
| 200161 | | | |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: | | | 0.00 |
| 35126 Verified customer concern. No TSBs or SSMs. Scanned vehicle and found P0128. Drained coolant and replaced thermostat housing which includes an additional thermostat in this multi layered thermostat cooling system. Pressure tested, refilled cooling system, and verified repair. No problems found at this time. | | | |
| ********** | | | |
| WORKS PKG, PERFORM OIL CHANGE, TIRE ROTATION AND BRAKE INSPECTION | | | |
| USE: WORKS PACKAGE | | | |
| WORKS WORKS PKG, PERFORM OIL CHANGE, TIRE ROTATION AND BRAKE INSPECTION | | | |
| 200214 ALEXANDER JR,RODNEY LIC#: 0000 CPC | | 30.20 | 30.20 |
| 1 FL*910S* KIT - ELEMENT & GASKET - OIL F | 6.82 | 6.00 | 6.00 |
| 5 XO*5W20*BSP BULK OIL | 2.75 | 2.75 | 13.75 |
| TS: 19.75 LABOR: 30.20 OTHER: 0.00 TOTAL LINE B: | | | 49.95 |
| 126 COMPLETED FULL WORKS PACKAGE INCLUDING FULL SERVICE OIL AND LTER REPLACEMENT, TIRE ROTATION, AND BRAKE INSPECTION. SET FLUID VELS AND TIRE PRESSURES. RELEARNED TIRE PRESSURE MONITORING SYSTEM IF EDED. | | | |
| ********** | | | |
| ERFORM MULTI POINT INSPECTION | | | |

TY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE D BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL TIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF NTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR ZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND RIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE R PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER L DAMAGES.

g below, you acknowledge that you were notified of and authorized the to perform the services/repairs itemized in this Invoice and that you received e opportunity to inspect) any replaced parts as requested by you. The vehicle eturned to you in exchange for your payment of the Amount Due.

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

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

014 CDK Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - X2512C - "AS-IS" - OH - 9694556

***Customer Copy***

[redacted]

**MIKE CASTRUCCI FORD SALES**

1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

OR: *200165 SARAH PRATER*

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| SMOKE META | 19 | FORD ECOSPORT | MAJ3S2GE2K[redacted] | | 37128 / 37128 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | TIME | PAYMENT | INV. D |
|---|---|---|---|---|---|---|---|
| 26SEP19 | 09MAR19 | | 17:00 31MAR21 | | 125.00 | CASH | 31MAR21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 07:42 31MAR21 | 09:01 31MAR21 | SOLD-STK:KC288289 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A LOW TIRE LIGHT IS ON ADVISE | | | |
| 02 REPAIRED TIRE | | | |
| 200214 ALEXANDER JR,RODNEY LIC#: 0000 | | | |
| CPC | | 25.00 | 25.00 |
| PARTS: 0.00 LABOR: 25.00 OTHER: 0.00 TOTAL LINE A: | | | 25.00 |
| 37128 pluded tire | | | |
| ********** | | | |
| B RESET OIL LIGHT PLEASE | | | |
| 01 MAINTENANCE | | | |
| 200214 ALEXANDER JR,RODNEY LIC#: 0000 | | | |
| ISP | | | (N/C) |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: | | | 0.00 |
| ********** | | | |
| CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER | | | 3.75 |
| ********** | | | |
| ****** Thank you for your business at ****** | | | |
| **** Mike Castrucci Ford in Milford ******* | | | |
| ********** | | | |

PAID
MAR 31 2021
BY: .....

**RANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE VIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL RANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF CHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR HORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND SSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE NAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE E FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO VER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, GES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER NTAL DAMAGES.

ining below, you acknowledge that you were notified of and authorized the ship to perform the services/repairs itemized in this Invoice and that you received the opportunity to inspect) any replaced parts as requested by you. The vehicle g returned to you in exchange for your payment of the Amount Due.

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 25.0 |
| PARTS AMOUNT | $ 0.0 |
| GAS, OIL, LUBE | $ 0.0 |
| SUBLET AMOUNT | $ 0.0 |
| MISC. CHARGES * | $ 3. |
| TOTAL CHARGES | $ 28. |
| LESS INSURANCE | $ 0. |

[redacted]

# MIKE CASTRUCCI FORD SALES

1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

: 200165 SARAH PRATER

| | | | | | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|---|
| SMOKE META | 19 | FORD ECOSPORT | MAJ3S2GE2K[redacted] | | | 37865 / 37865 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | E | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26SEP19 | 09MAR19 | | 17:00 08APR21 | | 125.00 | CASH | 08APR21 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:KC288289 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 07:40 08APR21 | 16:04 08APR21 | |

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A AFTER LAST TIRE REPAIR THERE IS A VIBRATION ADVISE. AROUND 50 MPH AND UP

02 REMOVED OBJECT FROM TIRE

200149 Mullins,James LIC#: 2609

ISP (N/C)

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

37865 removed foreign object from inside tire.

**********

**********

****** Thank you for your business at ******

**** Mike Castrucci Ford in Milford *******

**********

PRESIDENT'S AWARD

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

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

DATE CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 0.00 |
| PARTS AMOUNT | $ 0.00 |
| 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** |

CAP 2014 CDK Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - KZSI2C - "AS-IS" - OH - 9694556

**Customer Copy**

# IKE CASTRUCCI FORD SALES

1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

[redacted] 200165 SARAH PRATER

| COLOR | | | | | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|---|
| SMOKE META | 19 | FORD ECOSPORT | MAJ3S2GE2K[redacted] | | | 39383 / 39383 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. |
|---|---|---|---|---|---|---|---|
| 26SEP19 | 09MAR19 | | 17:00 08JUL21 | | 125.00 | CASH | 08JUL21 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:KC288289 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 07:44 08JUL21 | 08:30 08JUL21 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A OIL AND FILTER CHANGE | | | |
| OC OIL AND FILTER CHANGE | | 25.45 | 25.45 |
| 90048 CPC | | | |
| 1 FL*910S* KIT - ELEMENT & GASKET - OIL F | 6.82 | 6.50 | 6.50 |
| 6 XO*5W20*BSP BULK OIL | 3.00 | 3.00 | 18.00 |
| PARTS: 24.50 LABOR: 25.45 OTHER: 0.00 TOTAL LINE A: | | | 49.95 |
| 39383 COMPLETED FULL SERVICE OIL CHANGE AND FILTER REPLACEMENT. CHECKED FLUID LEVELS AND TIRE PRESSURES. COMPLETED INSPECTION PER FORD SPECIFICATIONS. | | | |
| ********** | | | |
| B CHECK TIRES | | | |
| 01 TIRES OKAY 1 IS IN THE MIDDLE | | | |
| 90048 ISP | | | (N/C) |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: | | | 0.00 |
| ********** | | | |
| C PERFORM MULTI POINT INSPECTION | | | |
| 99P PERFORM MULTI POINT INSPECTION | | | |
| 90048 CPC | | 0.00 | 0.00 |
| 55FOZGBATT BATTERY INSPECTED AND OK ON THIS VISIT | | | |
| 90048 CPC | | 0.00 | 0.00 |
| 55FOZGTIRE INSPECTED TREAD DEPTH ON TIRES, CHECKED OK THIS VISIT | | | |
| 90048 CPC | | 0.00 | 0.00 |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: | | | 0.00 |
| ********** | | | |
| CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER | | | 3.82 |

********** ****** Thank you for your business at ****** **** Mike Castrucci Ford in Milford ********

PAID
JUL 07 2021
By: Ford Pass

97.55

**ANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE ED BY THE DEALERSHIP AS-IS, THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL NTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF NTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR IZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND RIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE R PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER L DAMAGES.

I below, you acknowledge that you were notified of and authorized the to perform the services/repairs itemized in this Invoice and that you received opportunity to inspect) any replaced parts as requested by you. The vehicle urned to you in exchange for your payment of the Amount Due.

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 25.45 |
| PARTS AMOUNT | $ 24.50 |
| GAS, OIL, LUBE | $ 0.00 |
| SUBLET AMOUNT | $ 0.00 |
| MISC. CHARGES * | $ 3.82 |
| TOTAL CHARGES | $ 53.77 |
| LESS INSURANCE | $ 0.00 |
| SALES TAX | $ 3.63 |
| **PLEASE PAY THIS AMOUNT** | **$ 57.40** |

DK Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - X2SI2C - "AS-IS" - OH - 9694556

**Customer Copy**

[redacted]

# IKE CASTRUCCI FORD SALES

1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

*00165 SARAH PRATER*

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| SMOKE META | 19 | FORD ECOSPORT | MAJ3S2GE2KC[redacted] | | 41765 / 41765 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26SEP19 | 09MAR19 | | 17:00 07SEP21 | | 139.95 | CASH | 07SEP21 |

| R.O. OPENED | READY | OPTIONS |
|---|---|---|
| 08:33 07SEP21 | 15:57 07SEP21 | SOLD-STK:KC288289 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A CUSTOMER STATES FRONT RIGHT TIRE IS FLAT | | | |
| MB1 MOUNT AND BALANCE 1 TIRE | | | |
| 90048 CPC | | | |
| 1 9001*1109535*45 205/60R16 | | 20.00 | 20.00 |
| 02 WHEELS and TIRES | 129.00 | 129.00 | 129.00 |
| 90048 ISP | | | |
| 1 F2GZ*1A189*A KIT - TPMS SENSOR | | | (N/C) |
| PARTS: 129.00 LABOR: 20.00 OTHER: 0.00 | | TOTAL LINE A: | (N/C) 149.00 |
| 41765 Replace tire and sensor. | | | |
| ********** | | | |
| CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER | | | 3.00 |
| ********** | | | |
| ****** Thank you for your business at ****** | | | |
| **** Mike Castrucci Ford in Milford ******* | | | |
| ********** | | | |

PAID
SEP 07 2021
By: DISC

TY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE D BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL TIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF ITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR ES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND IES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO ROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER DAMAGES.

below, you acknowledge that you were notified of and authorized the o perform the services/repairs itemized in this Invoice and that you received pportunity to inspect) any replaced parts as requested by you. The vehicle rned to you in exchange for your payment of the Amount Due.

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 20.00 |
| PARTS AMOUNT | $ 129.00 |
| GAS, OIL, LUBE | $ 0.00 |
| SUBLET AMOUNT | $ 0.00 |
| MISC. CHARGES * | $ 3.00 |
| TOTAL CHARGES | $ 152.00 |
| LESS INSURANCE | $ 0.00 |
| SALES TAX | $ 10.26 |
| **PLEASE PAY THIS AMOUNT** | **$ 162.26** |

*Customer Copy*

k Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - X25I2C - "AS-IS" - OH - 9694556

Invoice No: 2-

[redacted]

# MIKE CASTRUCCI FORD SALES

1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

SOR: *200165 SARAH PRATER*

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| SMOKE META | 19 | FORD ECOSPORT | MAJ3S2GE2[redacted] | | 50946 / 50946 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|
| 26SEP19 | 09MAR19 | | 08:30 02MAR22 | 139.95 | CASH | 02MAR22 |

| R.O. OPENED | READY |
|---|---|
| 07:38 02MAR22 | 08:45 02MAR22 |

OPTIONS: SOLD-STK:KC288289 ENG:1.0 Liter
TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A WORKS PKG, PERFORM OIL CHANGE, TIRE ROTATION AND BRAKE INSPECTION | | | |
| CAUSE: WORKS PACKAGE | | | |
| WORKS WORKS PKG, PERFORM OIL CHANGE, TIRE ROTATION AND BRAKE INSPECTION | | | |
| 2000279 MUNDY,TRAVIS LIC#: 9537 | | | |
| CPC | | 25.47 | 25.47 |
| 1 FL*910S* KIT - ELEMENT & GASKET - OIL F | 10.00 | 10.00 | 10.00 |
| 5 XO*5W20*BSP BULK OIL | 4.08 | 4.08 | 20.40 |
| | | TOTAL LINE A: | 55.87 |

PARTS: 30.40 LABOR: 25.47 OTHER: 0.00

50946 COMPLETED FULL WORKS PACKAGE INCLUDING FULL SERVICE OIL AND FILTER REPLACEMENT, TIRE ROTATION, AND BRAKE INSPECTION. SET FLUID LEVELS AND TIRE PRESSURES. RELEARNED TIRE PRESSURE MONITORING SYSTEM IF NEEDED.

**********

| | | | |
|---|---|---|---|
| B PERFORM MULTI POINT INSPECTION EXPRESS SERVICE | | | |
| 99PX PERFORM MULTI POINT INSPECTION EXPRESS SERVICE | | | |
| 2000279 MUNDY,TRAVIS LIC#: 9537 | | 0.00 | 0.00 |
| CPC | | | |
| 55FOZGBATT BATTERY INSPECTED AND OK ON THIS VISIT | | | |
| 2000279 MUNDY,TRAVIS LIC#: 9537 | | 0.00 | 0.00 |
| CPC | | | |
| 55FOZGTIRE INSPECTED TREAD DEPTH ON TIRES, CHECKED OK THIS VISIT | | 0.00 | 0.00 |
| 2000279 MUNDY,TRAVIS LIC#: 9537 | | | |
| CPC | | | |
| 55FOZGBK BRAKES INSPECTED AND OK ON THIS VISIT | | 0.00 | 0.00 |
| 2000279 MUNDY,TRAVIS LIC#: 9537 | | | 0.00 |
| CPC | | TOTAL LINE B: | |

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00

**********

~|3734

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

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

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

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

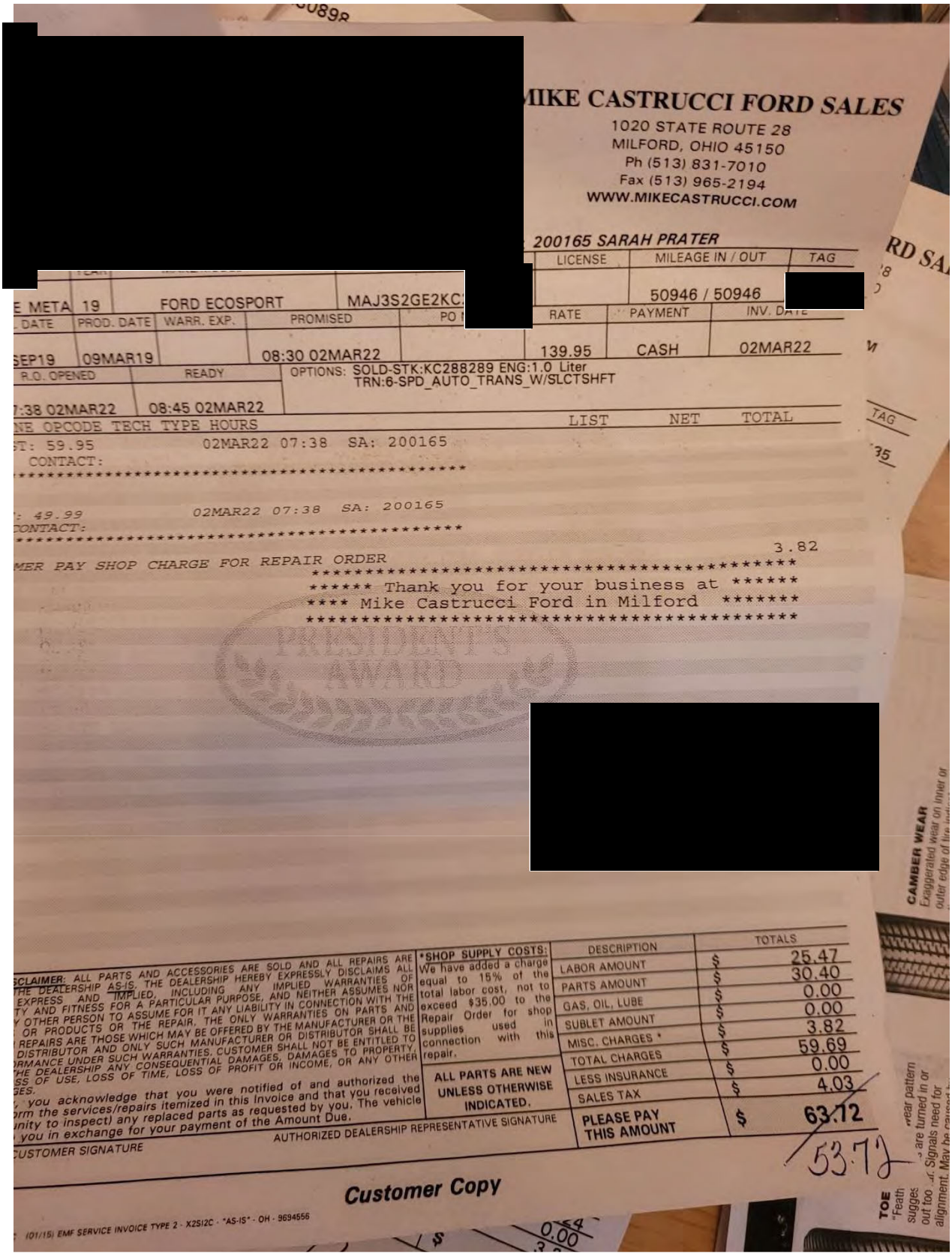
***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

**Customer Copy**

© 2014 CDK Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - X2SI2C - "AS-IS" - OH - 9694556

29.31



MIKE CASTRUCCI FORD SALES
1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

200165 SARAH PRATER

| LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|
| | 50946 / 50946 | [redacted] |

E META 19 FORD ECOSPORT MAJ3S2GE2KC[redacted]

| DATE | PROD. DATE | WARR. EXP. | PROMISED | PO | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| SEP19 | 09MAR19 | | 08:30 02MAR22 | | 139.95 | CASH | 02MAR22 |

| R.O. OPENED | READY |
|---|---|
| 7:38 02MAR22 | 08:45 02MAR22 |

OPTIONS: SOLD-STK:KC288289 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT

| NE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|

ST: 59.95 02MAR22 07:38 SA: 200165
CONTACT:
**********

49.99 02MAR22 07:38 SA: 200165
CONTACT:
**********

3.82
MER PAY SHOP CHARGE FOR REPAIR ORDER
**********
****** Thank you for your business at ******
**** Mike Castrucci Ford in Milford *******
**********

PRESIDENT'S AWARD

[redacted]

CLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR Y OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE RMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, SS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER GES.

, you acknowledge that you were notified of and authorized the rm the services/repairs itemized in this Invoice and that you received unity to inspect) any replaced parts as requested by you. The vehicle you in exchange for your payment of the Amount Due.

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*SHOP SUPPLY COSTS: We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 25.47 |
| PARTS AMOUNT | $ 30.40 |
| GAS, OIL, LUBE | $ 0.00 |
| SUBLET AMOUNT | $ 0.00 |
| MISC. CHARGES * | $ 3.82 |
| TOTAL CHARGES | $ 59.69 |
| LESS INSURANCE | $ 0.00 |
| SALES TAX | $ 4.03 |
| PLEASE PAY THIS AMOUNT | $ 63.72 |

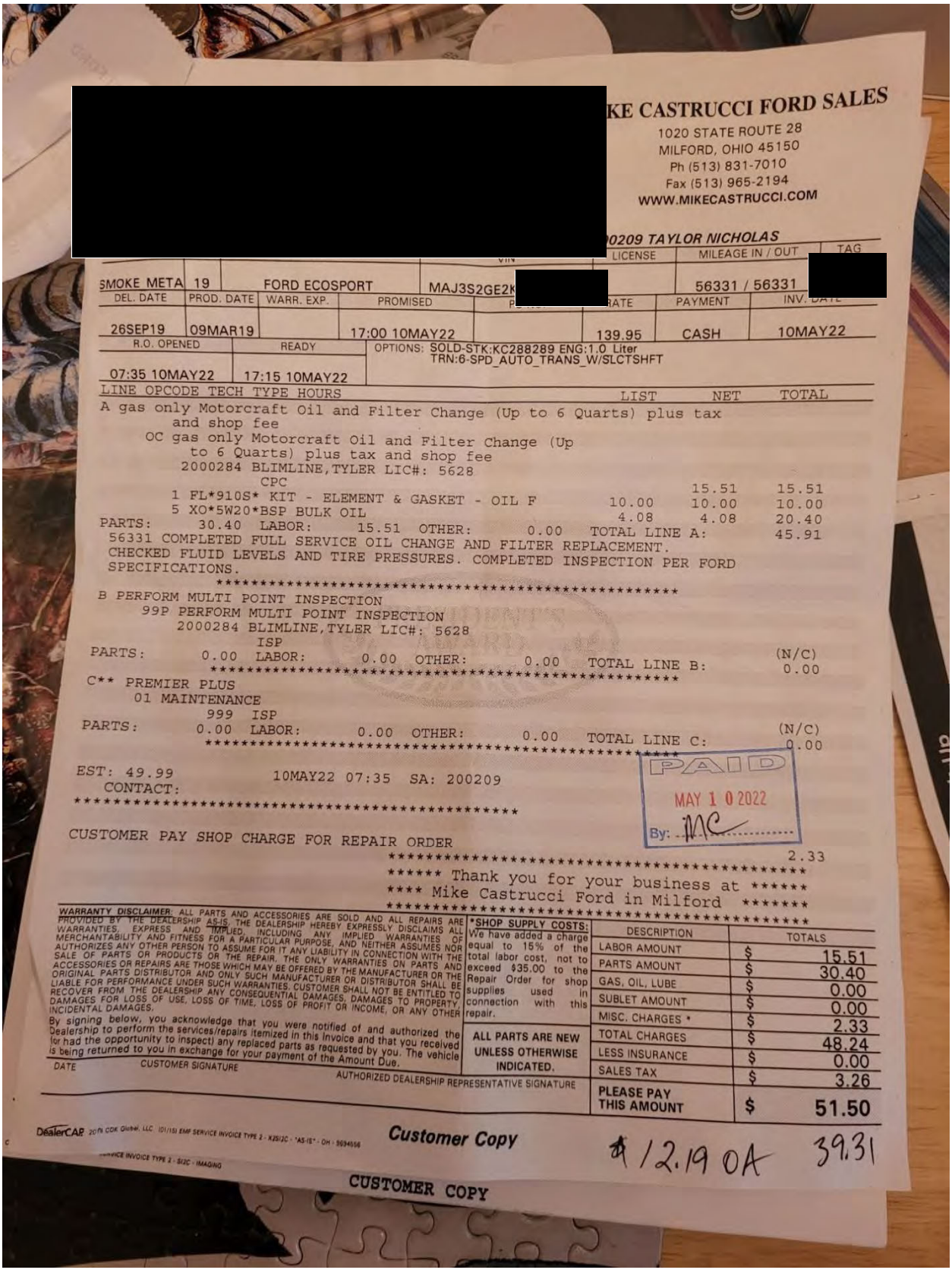
53.72

Customer Copy

101/15) EMF SERVICE INVOICE TYPE 2 - X2SI2C - "AS-IS" - OH - 9694556

CAMBER WEAR
Exaggerated wear on inner or outer edge of tire

TOE
"Feath... suggest... out too... are turned in or ... Signals need for alignment. May be caused ... wear pattern



[redacted]

KE CASTRUCCI FORD SALES

1020 STATE ROUTE 28
MILFORD, OHIO 45150
Ph (513) 831-7010
Fax (513) 965-2194
WWW.MIKECASTRUCCI.COM

0209 TAYLOR NICHOLAS

| | | | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| SMOKE META | 19 | FORD ECOSPORT | MAJ3S2GE2K[redacted] | | 56331 / 56331 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | P[redacted] | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26SEP19 | 09MAR19 | | 17:00 10MAY22 | | 139.95 | CASH | 10MAY22 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:KC288289 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 07:35 10MAY22 | 17:15 10MAY22 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A gas only Motorcraft Oil and Filter Change (Up to 6 Quarts) plus tax and shop fee | | | |
| OC gas only Motorcraft Oil and Filter Change (Up to 6 Quarts) plus tax and shop fee | | | |
| 2000284 BLIMLINE,TYLER LIC#: 5628 | | | |
| CPC | | 15.51 | 15.51 |
| 1 FL*910S* KIT - ELEMENT & GASKET - OIL F | 10.00 | 10.00 | 10.00 |
| 5 XO*5W20*BSP BULK OIL | 4.08 | 4.08 | 20.40 |
| PARTS: 30.40 LABOR: 15.51 OTHER: 0.00 TOTAL LINE A: | | | 45.91 |
| 56331 COMPLETED FULL SERVICE OIL CHANGE AND FILTER REPLACEMENT. CHECKED FLUID LEVELS AND TIRE PRESSURES. COMPLETED INSPECTION PER FORD SPECIFICATIONS. | | | |
| ********** | | | |
| B PERFORM MULTI POINT INSPECTION | | | |
| 99P PERFORM MULTI POINT INSPECTION | | | |
| 2000284 BLIMLINE,TYLER LIC#: 5628 | | | |
| ISP | | | |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: | | | (N/C) 0.00 |
| ********** | | | |
| C** PREMIER PLUS | | | |
| 01 MAINTENANCE | | | |
| 999 ISP | | | |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: | | | (N/C) 0.00 |
| ********** | | | |
| EST: 49.99 10MAY22 07:35 SA: 200209 | | | |
| CONTACT: | | | |
| ********** | | | |
| CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER | | | 2.33 |
| ********** | | | |
| ****** Thank you for your business at ****** | | | |
| **** Mike Castrucci Ford in Milford ******* | | | |
| ********** | | | |

PAID
MAY 10 2022
By: MC

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

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 15.51 |
| PARTS AMOUNT | $ 30.40 |
| GAS, OIL, LUBE | $ 0.00 |
| SUBLET AMOUNT | $ 0.00 |
| MISC. CHARGES * | $ 2.33 |
| TOTAL CHARGES | $ 48.24 |
| LESS INSURANCE | $ 0.00 |
| SALES TAX | $ 3.26 |
| **PLEASE PAY THIS AMOUNT** | **$ 51.50** |

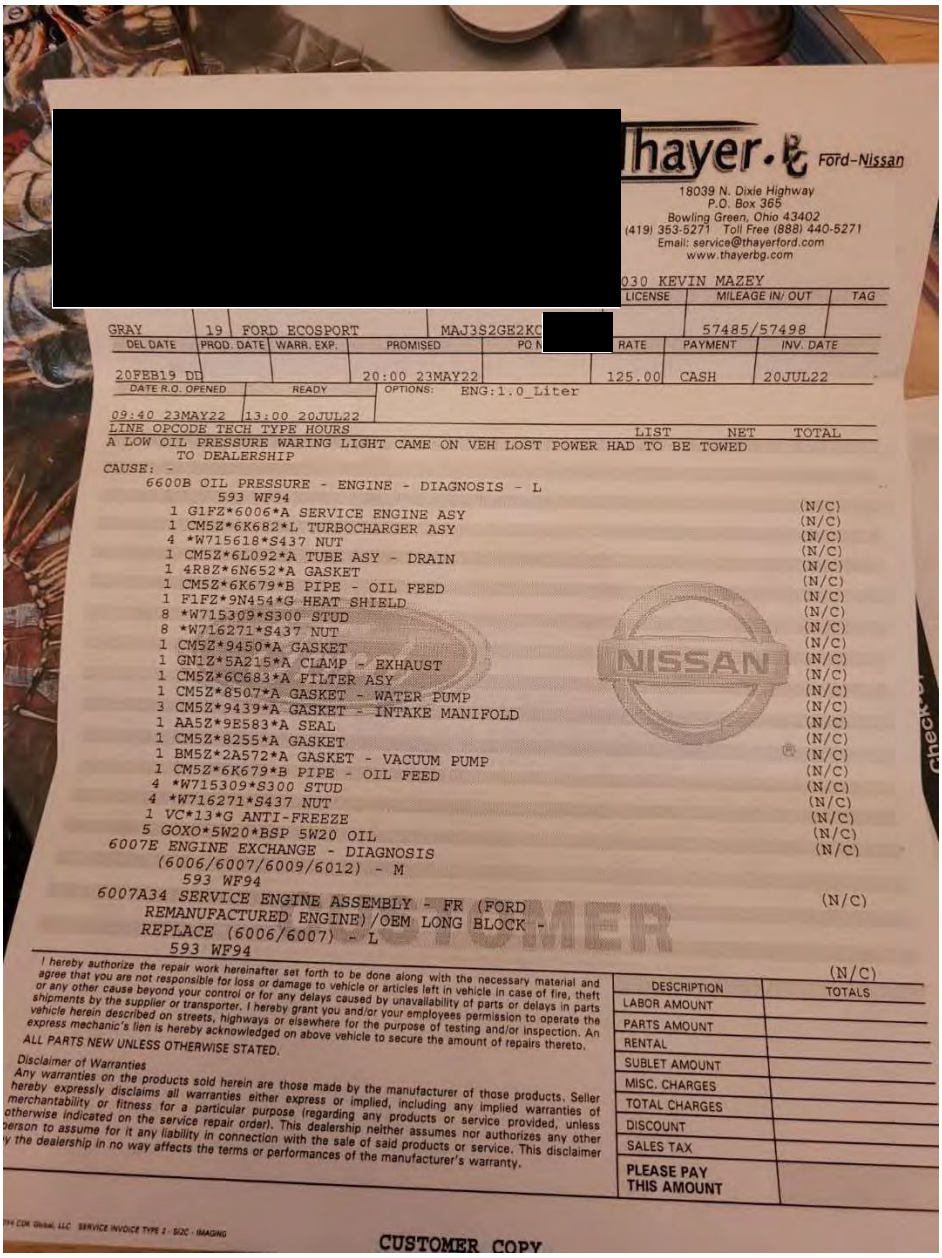
DealerCAR 2019 CDK Global, LLC 101151 EMF SERVICE INVOICE TYPE 2 - XZ5I3C - "AS-IS" - OH - 9694656

**Customer Copy**

SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

$12.19 OA 39.31



[redacted]

Thayer Ford-Nissan

18039 N. Dixie Highway
P.O. Box 365
Bowling Green, Ohio 43402
(419) 353-5271 Toll Free (888) 440-5271
Email: service@thayerford.com
www.thayerbg.com

030 KEVIN MAZEY

| | | | | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|---|
| GRAY | 19 | FORD ECOSPORT | MAJ3S2GE2KC[redacted] | | 57485/57498 | |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO # | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 20FEB19 DD | | | 20:00 23MAY22 | | 125.00 | CASH | 20JUL22 |

| DATE R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 09:40 23MAY22 | 13:00 20JUL22 | ENG:1.0_Liter |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A LOW OIL PRESSURE WARING LIGHT CAME ON VEH LOST POWER HAD TO BE TOWED TO DEALERSHIP | | | |
| CAUSE: - | | | |
| 6600B OIL PRESSURE - ENGINE - DIAGNOSIS - L | | | |
| 593 WF94 | | | |
| 1 G1FZ*6006*A SERVICE ENGINE ASY | | | (N/C) |
| 1 CM5Z*6K682*L TURBOCHARGER ASY | | | (N/C) |
| 4 *W715618*S437 NUT | | | (N/C) |
| 1 CM5Z*6L092*A TUBE ASY - DRAIN | | | (N/C) |
| 1 4R8Z*6N652*A GASKET | | | (N/C) |
| 1 CM5Z*6K679*B PIPE - OIL FEED | | | (N/C) |
| 1 F1FZ*9N454*G HEAT SHIELD | | | (N/C) |
| 8 *W715309*S300 STUD | | | (N/C) |
| 8 *W716271*S437 NUT | | | (N/C) |
| 1 CM5Z*9450*A GASKET | | | (N/C) |
| 1 GN1Z*5A215*A CLAMP - EXHAUST | | | (N/C) |
| 1 CM5Z*6C683*A FILTER ASY | | | (N/C) |
| 1 CM5Z*8507*A GASKET - WATER PUMP | | | (N/C) |
| 3 CM5Z*9439*A GASKET - INTAKE MANIFOLD | | | (N/C) |
| 1 AA5Z*9E583*A SEAL | | | (N/C) |
| 1 CM5Z*8255*A GASKET | | | (N/C) |
| 1 BM5Z*2A572*A GASKET - VACUUM PUMP | | | (N/C) |
| 1 CM5Z*6K679*B PIPE - OIL FEED | | | (N/C) |
| 4 *W715309*S300 STUD | | | (N/C) |
| 4 *W716271*S437 NUT | | | (N/C) |
| 1 VC*13*G ANTI-FREEZE | | | (N/C) |
| 5 GOXO*5W20*BSP 5W20 OIL | | | (N/C) |
| 6007E ENGINE EXCHANGE - DIAGNOSIS (6006/6007/6009/6012) - M | | | (N/C) |
| 593 WF94 | | | |
| 6007A34 SERVICE ENGINE ASSEMBLY - FR (FORD REMANUFACTURED ENGINE)/OEM LONG BLOCK - REPLACE (6006/6007) - L | | | (N/C) |
| 593 WF94 | | | (N/C) |

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

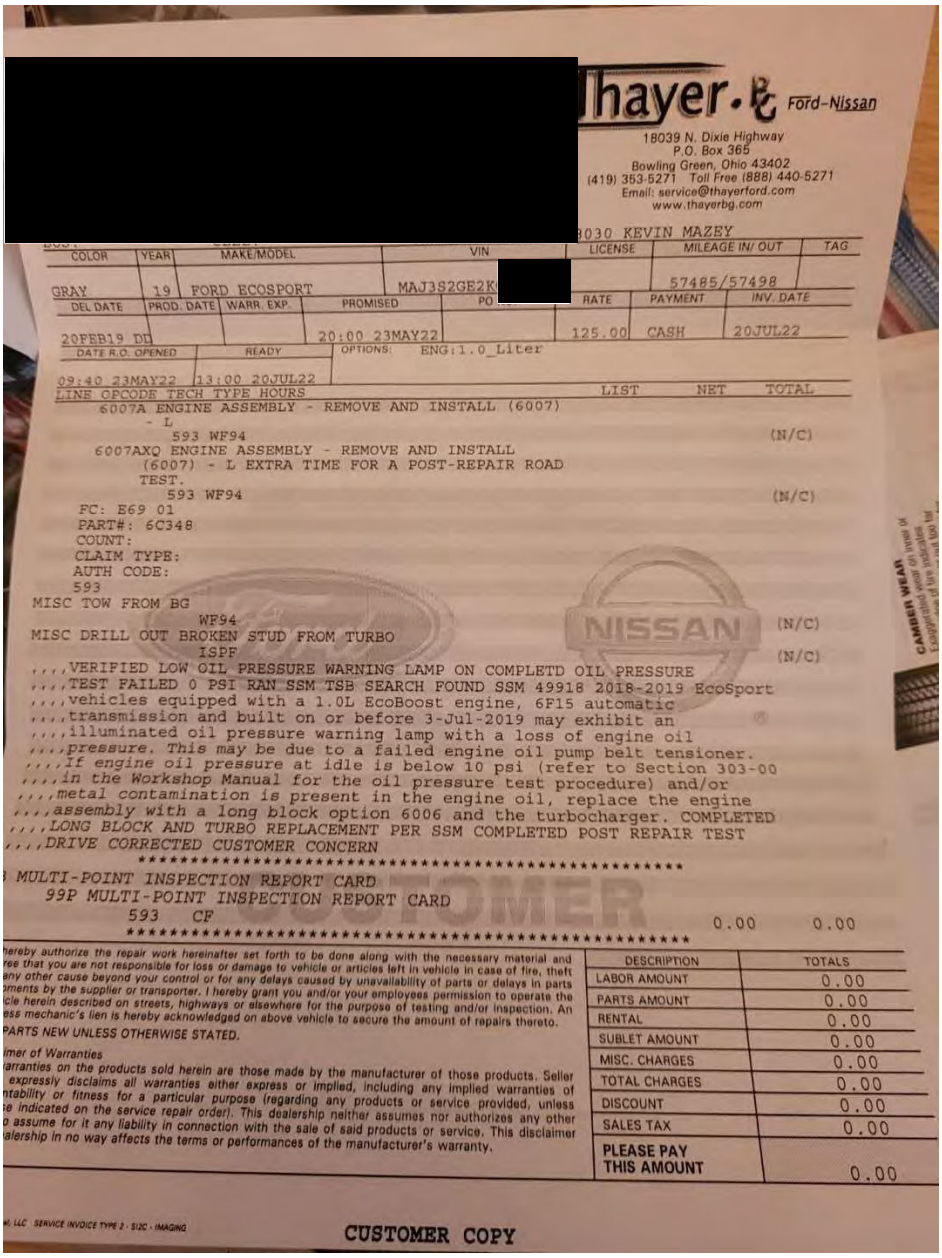
ALL PARTS NEW UNLESS OTHERWISE STATED.

Disclaimer of Warranties

Any warranties on the products sold herein are those made by the manufacturer of those products. Seller hereby expressly disclaims all warranties either express or implied, including any implied warranties of merchantability or fitness for a particular purpose (regarding any products or service provided, unless otherwise indicated on the service repair order). This dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products or service. This disclaimer by the dealership in no way affects the terms or performances of the manufacturer's warranty.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| RENTAL | |
| SUBLET AMOUNT | |
| MISC. CHARGES | |
| TOTAL CHARGES | |
| DISCOUNT | |
| SALES TAX | |
| PLEASE PAY THIS AMOUNT | |

CUSTOMER COPY



[redacted]

Thayer Ford-Nissan

18039 N. Dixie Highway
P.O. Box 365
Bowling Green, Ohio 43402
(419) 353-5271 Toll Free (888) 440-5271
Email: service@thayerford.com
www.thayerbg.com

8030 KEVIN MAZEY

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|---|
| GRAY | 19 | FORD ECOSPORT | MAJ3S2GE2K[redacted] | | 57485/57498 | |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 20FEB19 DD | | | 20:00 23MAY22 | | 125.00 | CASH | 20JUL22 |

| DATE R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 09:40 23MAY22 | 13:00 20JUL22 | ENG:1.0_Liter |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| 6007A ENGINE ASSEMBLY - REMOVE AND INSTALL (6007) - L<br>593 WF94 | | | (N/C) |
| 6007AXQ ENGINE ASSEMBLY - REMOVE AND INSTALL (6007) - L EXTRA TIME FOR A POST-REPAIR ROAD TEST.<br>593 WF94 | | | (N/C) |
| FC: E69 01<br>PART#: 6C348<br>COUNT:<br>CLAIM TYPE:<br>AUTH CODE:<br>593 | | | |
| MISC TOW FROM BG<br>WF94 | | | (N/C) |
| MISC DRILL OUT BROKEN STUD FROM TURBO<br>ISPF | | | (N/C) |
| ,,,,VERIFIED LOW OIL PRESSURE WARNING LAMP ON COMPLETD OIL PRESSURE<br>,,,,TEST FAILED 0 PSI RAN SSM TSB SEARCH FOUND SSM 49918 2018-2019 EcoSport<br>,,,,vehicles equipped with a 1.0L EcoBoost engine, 6F15 automatic<br>,,,,transmission and built on or before 3-Jul-2019 may exhibit an<br>,,,,illuminated oil pressure warning lamp with a loss of engine oil<br>,,,,pressure. This may be due to a failed engine oil pump belt tensioner.<br>,,,,If engine oil pressure at idle is below 10 psi (refer to Section 303-00<br>,,,,in the Workshop Manual for the oil pressure test procedure) and/or<br>,,,,metal contamination is present in the engine oil, replace the engine<br>,,,,assembly with a long block option 6006 and the turbocharger. COMPLETED<br>,,,,LONG BLOCK AND TURBO REPLACEMENT PER SSM COMPLETED POST REPAIR TEST<br>,,,,DRIVE CORRECTED CUSTOMER CONCERN<br>********** | | | |
| MULTI-POINT INSPECTION REPORT CARD<br>99P MULTI-POINT INSPECTION REPORT CARD<br>593 CF<br>********** | | 0.00 | 0.00 |

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

PARTS NEW UNLESS OTHERWISE STATED.

imer of Warranties

arranties on the products sold herein are those made by the manufacturer of those products. Seller expressly disclaims all warranties either express or implied, including any implied warranties of ntability or fitness for a particular purpose (regarding any products or service provided, unless e indicated on the service repair order). This dealership neither assumes nor authorizes any other o assume for it any liability in connection with the sale of said products or service. This disclaimer alership in no way affects the terms or performances of the manufacturer's warranty.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| RENTAL | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 0.00 |
| DISCOUNT | 0.00 |
| SALES TAX | 0.00 |
| **PLEASE PAY THIS AMOUNT** | 0.00 |

M, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY



[redacted]

From:

LAW OFFICES OF
**DAVID J. FARRELL**
25909 PALA STE 310
MISSION VIEJO CA 92691-2778

To:

FORD MOTOR COMPANY
WORLD HEADQUARTERS
CONSUMER LITIGATION
1 AMERICAN RD STE 400
DEARBORN MI 48126

PE23-015 000487 LC SV

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

JUL 23 2020

OFFICE OF THE,
GENERAL COUNSEL

LAW OFFICES OF
**DAVID J. FARRELL**
25909 PALA, SUITE 310
**MISSION VIEJO, CALIFORNIA 92691-2778**
TELEPHONE 949-305-7766
FACSIMILE 949-305-7775
www.davidjfarrell.com

DAVID J. FARRELL
djf@davidjfarrell.com

July 17, 2020

Ford Motor Company
World Headquarters
Consumer Litigation
1 American Rd Ste 400
Dearborn MI 48126

Re: Our Client [redacted]
Vehicle
VIN

To Whom It May Concern:

Please be advised tha[redacted] has retained this office to represent him concerning the above-referenced vehicle. Please direct all communication concerning this matter through this office. The following is a demand that Ford Motor Company (Ford) provide[redacted]estitution/remedies pursuant to the Song-Beverly Consumer Warranty Act (**Lemon Law.**)

**1. FACTS**

On, or about, March 31, 2019[redacted]urchased the vehicle brand new from Ford of West Covina in West Covina, California. The vehicle came with an express warranty from Ford.

The vehicle has been delivered to an authorized Ford service and repair facility on approximately two separate occasions for warranty repairs upon the following nonconformity including, but not limited to - defective engine; etc. Please be advised that since April 20, 2020, the vehicle has been out of service as a result of attempted warranty repairs approximately 43 days. Approximately 42 of these 43 out of service days were consecutive.

The nonconformity is covered by the Ford warranty.

**2. LIABILITY & REMEDIES**

The **Lemon** Law requires the warrantor of new motor vehicle to provide restitution to the buyer when the warrantor is unable to conform the vehicle to the warranty after a reasonable number of repair attempts.

Here, the vehicle was delivered to an authorized Ford service and repair facility on approximately two separate occasions for warranty repairs upon the vehicle's defective engine. Since April 20, 2020, the vehicle has been out of service as a result of attempted warranty repairs approximately 43 days. Approximately 42 of these 43 out of service days were consecutive. Ford has been unable to conform the vehicle to the warranty after a reasonable number of repair attempts.

The **Lemon Law** applies to nonconformities that substantially impair the vehicle's use, value or safety to the buyer. Here, the vehicle is not safe or reliable due to its defective engine and the excessive number of days the vehicle has been out of service as a result of attempted warranty repairs.

Ford has breached the express warranty related to the vehicle. As such, [redacted] is entitled to restitution, incidental damages, consequential damages and the payment of reasonable attorney's fees.

The **Lemon Law** requires that a vehicle be made to conform to the warranty within 30 days of presentation for warranty repairs. Here, the vehicle was out of service as a result of attempted warranty repairs approximately 42 consecutive days. Ford has violated this **Lemon Law** provision.

Please be advised this letter also acts to place Ford on notice that it has breached the implied warranty of merchantability related to the vehicle. This is so because the vehicle is not fit for its ordinary purpose and will not pass without objection in the trade under the contract description due to [redacted] defective engine. As a result of this breach, [redacted] is entitled to the price paid for the vehicle, incidental damages, consequential damages and the

payment of reasonable attorney's fees.

This vehicle is clearly a **LEMON** and qualifies for restitution/the price paid for the vehicle pursuant to the **Lemon Law.** Therefore [redacted] demands that Ford provide him restitution/the price paid for the vehicle, incidental damages, consequential damages and pay reasonable attorney's fees as provided by the **Lemon Law.** Should Ford refuse to provide [redacted] restitution for the express warranty breach, Ford may be required to pay him a civil penalty not to exceed two times the amount of his actual damages for this willful refusal.

Please note that if this matter is not resolved within 30 days of this letter's date, I will recommend that [redacted] file a lawsuit against Ford alleging, among other things, breaches of express and implied warranties in violation of the **Lemon Law.**

Enclosed herein are copies of the following documents - sale contract; repair orders/invoices; etc. I look forward to your prompt attention to this matter.

[redacted]

DF/km
Enclosures

[redacted]

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

[redacted]

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 the front and back 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 | 2018 | FORD ECOSPORT | 36 | MAJ3P1TE6J[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 |
|---|---|---|---|---|
| 1.90 % | $ 1981.11 (e) | $ 33188.73 (e) | $ 35169.84 (e) | $ 0.00 is $ 35169.84 (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 |
| 71 | 488.47 | Monthly beginning 05/15/2019 |
| N/A | N/A | N/A |
| One final payment | 488.47 | 04/15/2025 |

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

**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 $ 24495.00 (A)
     - 1. Cash Price Vehicle $ 24495.00
     - 2. Cash Price Accessories $ N/A
     - 3. Other (Nontaxable)
       - Describe N/A $ N/A
       - Describe N/A $ N/A
   - B. Document Processing Charge (not a governmental fee) $ 85.00 (B)
   - C. Emissions Testing Charge (not a governmental fee) $ N/A (C)
   - D. (Optional) Theft Deterrent Device(s)
     - 1. (paid to) [redacted] $ 1295.00 (D1)
     - 2. (paid to) N/A $ N/A (D2)
     - 3. (paid to) N/A $ N/A (D3)
   - E. (Optional) Surface Protection Product(s)
     - 1. (paid to) N/A $ N/A (E1)

## 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 | | | $ |

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 (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

[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 11.

I1 Company N/A
Term N/A Mos. or N/A Miles
I2 Company N/A
Term N/A Mos. or N/A Miles
I3 Company N/A
Term N/A Mos. or N/A Miles
I4 Company N/A

2. (paid to) N/A — $ N/A (E2)

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

G. Sales Tax (on taxable items in A through F) — $ 2456.15 (G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) NVSC — $ 35.00 (H)

I. (Optional) Service Contract(s)

1. (paid to) N/A — $ N/A (I1)
2. (paid to) N/A — $ N/A (I2)
3. (paid to) N/A — $ N/A (I3)
4. (paid to) N/A — $ N/A (I4)
5. (paid to) N/A — $ N/A (I5)

J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 FORD MOTOR CRED Vehicle 2 N/A — $ 3538.60 (J)
(see downpayment and trade-in calculation)

K. (Optional) Debt Cancellation Agreement ALLY GAP — $ 895.00 (K)

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

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

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

**Total Cash Price** (A through N) — $ 32796.75 (1)

**2. Amounts Paid to Public Officials**

A. Vehicle License Fees ESTIMATE — $ 157.00 (A)

B. Registration/Transfer/Titling Fees — $ 198.00 (B)

C. California Tire Fees — $ 7.00 (C)

D. Other SMOG ABATEMENT — $ 20.00 (D)

**Total Official Fees** (A through D) — $ 382.00 (2)

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

**4.** ☐ **State Emissions Certification Fee or** ☐ **State Emissions Exemption Fee** — $ N/A (4)

**5. Subtotal** (1 through 4) — $ 33178.75 (5)

**6. Total Downpayment**

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): — $ 5000.00 (A)
Vehicle 1 $ 5000.00 Vehicle 2 $ N/A

B. Total Less Prior Credit or Lease Balance (e) — $ 10038.60 (B)
Vehicle 1 $ 10038.60 Vehicle 2 $ N/A

C. Total Net Trade-In (A–B) (indicate if negative number) — $ -5038.60 (C)
Vehicle 1 $ -5038.60 Vehicle 2 $ N/A

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

E. Manufacturer's Rebate — $ 1500.00 (E)

F. Other N/A — $ N/A (F)

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

**Total Downpayment** (C through G) — $ 0.00 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J above)

**7. Amount Financed** (5 less 6) — $ 33178.75 (7)

Term N/A Mos. or N/A Miles

I5 Company N/A

Term N/A Mos. or N/A Miles

Buyer X

[redacted]

Being Traded-In (a–b) $ 5000.00

d. Prior Credit or Lease Balance $ 10038.60

e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity) $ -5038.60

2. Vehicle 2

Year ____ Make ____

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property $ N/A

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

c. Agreed Value of Property Being Traded-In (a–b) $ N/A

d. Prior Credit or Lease Balance $ N/A

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

**Total Agreed Value of Property Being Traded-In (1c+2c)** $ 5000.00 *

**Total Prior Credit or Lease Balance (1d+2d)** $ 10038.60 *

**Total Net Trade-In (1e+2e)** $ -5038.60 *

(*See item 6A–6C in the Itemization of Amount Financed)

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

[redacted]

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

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) [redacted]

[redacted]

LC SV

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
T 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
T HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING
ALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF
E 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.
[redacted]

No additional terms to be entered in this box.

lice 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
by 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
der this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.
[redacted]

*d retain its right to receive a part of the Finance Charge.*

**HERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION**

lifornia law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract
mply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below,
u 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
offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars ($40,000), subject to
rtain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or
[redacted]

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 ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A
[redacted]

ner Owner Signature X

**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.

[redacted]

©2016 The Reynolds and Reynolds Company
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

SERVICE HOURS
MONDAY THRU FRIDAY
7:00 AM TO 6:00 PM
SATURDAY
7:00 AM TO 5:00 PM

# ED BUTTS Ford

www.edbuttsford.com

GENUINE PARTS & SERVICE

B.A.R. # AA 003434
EPA # CAD056458532
P & A CODE 05546

1515 N. HACIENDA BLVD.
LA PUENTE, CALIFORNIA 91744
PHONE (626) 918-3673 • (800) 960-3673

service@edbuttsford.com

95701 CC686152 Q (04/13)

THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE THE REPAIRS DONE AT THIS TIME.

SIGNATURE _____ DATE _____

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)

[redacted]

| Invoice to | Driver/Owner Information |
|---|---|
| [redacted] | |

| For Office Use | | | Vehicle Information | |
|---|---|---|---|---|
| Odometer in: 8352 Out: 8353 | | Dist: DEF CUS C Final | 18 FORD ECOSPORT SE FWD 4DR SUV BLACK | |
| Begin: 07/06/19 | Done: 07/06/19 | Invoiced: 07/06/19 10:22 VG | Inservice: 03/31/19 | Production: 12/06/17 |

Customer Concern

| | | |
|---|---|---|
| Concern 24<br>Correction<br>Parts | CUSTOMER STATES SERVICE SPECIAL LUBE, OIL AND FILTER CHANGE<br>LUBE, OIL & FILTER CHANGE, INSPECT AND TOP OFF ALL FLUIDS<br>Part Number PO# Note Description<br>FMC KIT910 FILTER KIT<br>FMC FL 910S KIT - ELEMENT & GASK<br>020 XO5W20QSP GOG OIL-ENGINE RETAIL<br>Tech 400 TECHNICIAN, DUM<br><br>Type: C Line Flags: HAZ | Operation Tech Amount<br>FORD8 400 * 15.60<br>Qty Sell<br>1 **.00 **.00<br>1 S 6.00 6.00<br>5 S 3.25 16.25<br><br>Subtotal<br>PARTS 6.00<br>GAS-OIL-GREASE 16.25<br>HAZARDOUS WASTE CHG 1.00<br>LAB-MECHANICAL 15.60<br>TOTAL CHARGE FOR CONCERN 38.85 |
| Concern 25<br>Correction<br><br>Type: C | CUSTOMER STATES MULTI POINT VISUAL BRAKE INSPECTION<br>GREEN OVER 5MM OR 7/32" DISC OVER 2MM OR 3/32" DRUM<br>Tech 423 CERVANTES, LUIS | Operation Tech Amount<br>GBK 423 0.00<br><br>Subtotal<br>TOTAL CHARGE FOR CONCERN 0.00 |
| Concern 26<br>Correction<br><br>Type: C | CUSTOMER STATES EXPRESS LUBE MULTI-POINT INSPECTION<br>COMPLETED MULTI-POINT INSPECTION<br>Tech 423 CERVANTES, LUIS | Operation Tech Amount<br>99PX 423 0.00<br><br>Subtotal<br>TOTAL CHARGE FOR CONCERN 0.00 |
| Concern 27<br>Correction | CUSTOMER STATES PERFORM MULTI-POINT INSPECTION<br>COMPLETED MULTI-POINT INSPECTION | Operation Tech Amount<br>99P 423 0.00 |

OUR LABOR IS WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER - OCCURS FIRST.
MAINTENANCE SERVICES LABOR IS WARRANTED FOR 30 DAYS OR 1,000 MILES.
WARRANTY VALID IF RETURNED TO US AT THE CUSTOMER'S EXPENSE, FOR ADJUSTMENT.

X _____

UCS©2004

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

SERVICE HOURS
MONDAY THRU FRIDAY
7:00 AM TO 6:00 PM
SATURDAY
7:00 AM TO 5:00 PM

# ED BUTTS

www.edbuttsford.com

GENUINE PARTS & SERVICE

B.A.R. # AA 003434
EPA # CAD056458532
P & A CODE 05546

1515 N. HACIENDA BLVD.
LA PUENTE, CALIFORNIA 91744
PHONE (626) 918-3673 • (800) 960-3673

service@edbuttsford.com

95701 CC086152 Q (04/13)

THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE THE REPAIRS DONE AT THIS TIME

SIGNATURE _____ DATE _____

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)

[redacted]

| | | | |
|---|---|---|---|
| 27 - 1 | GREEN TIRE 7/32" OR GREATER<br>Tech 423 CERVANTES, LUIS | GTIRE 423 | 0.00 |
| Type: C | | Subtotal | |
| | | TOTAL CHARGE FOR CONCERN | 0.00 |

| Summary of Charges for Invoice C85000 | | Payment Distribution for Invoice C85000 | |
|---|---|---|---|
| PARTS | 6.00 | TOTAL CHARGE | 41.08 |
| GAS-OIL-GREASE | 16.25 | | |
| HAZARDOUS WASTE CHG | 1.00 | CASH DUE | 41.08 |
| LAB-MECHANICAL | 15.60 | | |
| SUB-TOTAL | 38.85 | | |
| SALES TAX | 2.23 | | |
| TOTAL CHARGE | 41.08 | | |

I HEREBY ACKNOWLEDGE THAT THE ESTIMATE STATED ON THIS REPAIR ORDER WAS APPROVED PRIOR TO THE WORK BEING DONE. I ALSO ACKNOWLEDGE THAT I WAS CONTACTED AND APPROVED ANY REVISED ESTIMATE SHOWN ON THIS INVOICE.

Estimate 45.00

If you have any questions - please see JASON N GONZALES
P&A CODE 05546 BAR #AA003434
EPA #CAD 056458532

OUR LABOR IS WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER - OCCURS FIRST.
MAINTENANCE SERVICES LABOR IS WARRANTED FOR 30 DAYS OR 1,000 MILES.
WARRANTY VALID IF RETURNED TO US AT THE CUSTOMER'S EXPENSE, FOR ADJUSTMENT

X _____

UCS©2004

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

SERVICE HOURS
MONDAY THRU FRIDAY
7:00 AM TO 6:00 PM
SATURDAY
7:00 AM TO 5:00 PM

# ED BUTTS

www.edbuttsford.com

GENUINE PARTS & SERVICE

B.A.R. # AA 003434
EPA # CAD056458532
P & A CODE 05546

1515 N. HACIENDA BLVD.
LA PUENTE, CALIFORNIA 91744
PHONE (626) 918-3673 • (800) 960-3673

service@edbuttsford.com

95701 CC886152 Q (04/13)

THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE THE REPAIRS DONE AT THIS TIME.

SIGNATURE _____ DATE _____

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) _____

[redacted]

| Invoice to | Driver/Owner Information |
|---|---|
| [redacted] | |

| For Office Use | | | Vehicle Information | |
|---|---|---|---|---|
| Odometer in: 14872 Out: 14873 | | Dist: DEF CUS C Final | 18 FORD ECOSPORT SE FWD 4DR SUV BLACK | |
| Begin: 10/07/19 | Done: 10/07/19 | Invoiced: 10/07/19 16:03 JI | Inservice: 03/31/19 | Production: 12/06/17 |

**Customer Concern**

| | | |
|---|---|---|
| Concern 24<br>Correction<br>Parts | CUSTOMER STATES SERVICE SPECIAL LUBE, OIL AND FILTER CHANGE<br>LUBE, OIL & FILTER CHANGE, INSPECT AND TOP OFF ALL FLUIDS<br>Part Number PO# Note Description<br>FMC KIT910 FILTER KIT<br>FMC FL 910S KIT - ELEMENT & GASK<br>020 XO5W20QSP GOG OIL-ENGINE RETAIL<br>Tech 400 TECHNICIAN, DUM<br><br>Type: C Line Flags: HAZ | Operation Tech Amount<br>FORD8 400 * 15.60<br>Qty Sell<br>1 **.00 **.00<br>1 S 6.00 6.00<br>5 S 3.25 16.25<br><br>Subtotal<br>PARTS 6.00<br>GAS-OIL-GREASE 16.25<br>HAZARDOUS WASTE CHG 1.00<br>LAB-MECHANICAL 15.60<br>TOTAL CHARGE FOR CONCERN 38.85 |
| Concern 25<br>Correction<br><br>Type: C | CUSTOMER STATES MULTI POINT VISUAL BRAKE INSPECTION<br>GREEN OVER 5MM OR 7/32" DISC OVER 2MM OR 3/32" DRUM<br>Tech 236 ALSHAMRI, LAWRE | Operation Tech Amount<br>GBK 236 0.00<br><br>Subtotal<br>TOTAL CHARGE FOR CONCERN 0.00 |
| Concern 26<br>Correction<br><br>Type: C | CUSTOMER STATES EXPRESS LUBE MULTI-POINT INSPECTION<br>COMPLETED MULTI-POINT INSPECTION<br>Tech 236 ALSHAMRI, LAWRE | Operation Tech Amount<br>99PX 236 0.00<br><br>Subtotal<br>TOTAL CHARGE FOR CONCERN 0.00 |
| Concern 27<br>Correction | CUSTOMER STATES PERFORM MULTI-POINT INSPECTION<br>COMPLETED MULTI-POINT INSPECTION | Operation Tech Amount<br>99P 236 0.00 |

OUR LABOR IS WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER - OCCURS FIRST.
MAINTENANCE SERVICES LABOR IS WARRANTED FOR 30 DAYS OR 1,000 MILES.
WARRANTY VALID IF RETURNED TO US AT THE CUSTOMER'S EXPENSE, FOR ADJUSTMENT.

X _____

UCS02004

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

SERVICE HOURS
MONDAY THRU FRIDAY
7:00 AM TO 6:00 PM
SATURDAY
7:00 AM TO 5:00 PM

# ED BUTTS Ford

www.edbuttsford.com

GENUINE PARTS & SERVICE

B.A.R. # AA 003434
EPA # CAD056458532
P & A CODE 05546

1515 N. HACIENDA BLVD.
LA PUENTE, CALIFORNIA 91744
PHONE (626) 918-3673 • (800) 960-3673

service@edbuttsford.com

95701 CC686152 Q (04/13)

THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE THE REPAIRS DONE AT THIS TIME.

SIGNATURE _____ DATE _____

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) _____

[redacted]

| | | | | |
|---|---|---|---|---|
| 27- 1 | GREEN BATTERY TEST OK @ THIS TIME | GBATT | 236 | 0.00 |
| 27- 2 | GREEN TIRE 7/32" OR GREATER | GTIRE | 236 | 0.00 |
| | Tech 236 ALSHAMRI, LAWRE [redacted] | | Subtotal | |
| Type: C | | TOTAL CHARGE FOR CONCERN | | 0.00 |

| Summary of Charges for Invoic [redacted] | | Payment Distribution for Invoice C87573 | |
|---|---|---|---|
| PARTS | 6.00 | TOTAL CHARGE | 41.08 |
| GAS-OIL-GREASE | 16.25 | | |
| HAZARDOUS WASTE CHG | 1.00 | CASH DUE | 41.08 |
| LAB-MECHANICAL | 15.60 | | |
| SUB-TOTAL | 38.85 | | |
| SALES TAX | 2.23 | | |
| TOTAL CHARGE | 41.08 | | |

I HEREBY ACKNOWLEDGE THAT THE ESTIMATE STATED ON THIS REPAIR ORDER WAS APPROVED PRIOR TO THE WORK BEING DONE. I ALSO ACKNOWLEDGE THAT I WAS CONTACTED AND APPROVED ANY REVISED ESTIMATE SHOWN ON THIS INVOICE.

Estimate 45.00

If you have any questions - please see JASON N GONZALES
P&A CODE 05546 BAR #AA003434
EPA #CAD 056458532

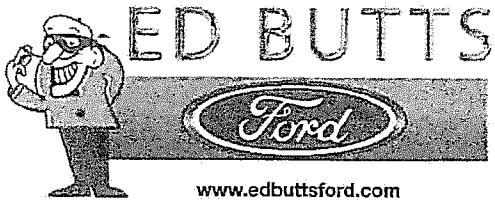
OUR LABOR IS WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER - OCCURS FIRST
MAINTENANCE SERVICES LABOR IS WARRANTED FOR 30 DAYS OR 1,000 MILES.
WARRANTY VALID IF RETURNED TO US AT THE CUSTOMER'S EXPENSE, FOR ADJUSTMENT.

X _____

UCS©2004

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

SERVICE HOURS
MONDAY THRU FRIDAY
7:00 AM TO 6:00 PM
SATURDAY
7:00 AM TO 5:00 PM




www.edbuttsford.com

1515 N. HACIENDA BLVD.
LA PUENTE, CALIFORNIA 91744
PHONE (626) 918-3673 • (800) 960-3673

GENUINE PARTS & SERVICE

B.A.R. # AA 003434
EPA # CAD056458532
P & A CODE 05546

service@edbuttsford.com

95701 CCR86152 Q (04/13)

THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE THE REPAIRS DONE AT THIS TIME.

SIGNATURE _____ DATE _____

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)

[redacted]

| For Office Use | | | Vehicle Information | |
|---|---|---|---|---|
| Odometer in: 20637 Out: 20637 | Dist: DEF CUS C Final | | 18 FORD ECOSPORT SE FWD 4DR SUV BLACK | |
| Begin: 12/27/19 | Done: 12/27/19 | Invoiced: 12/27/19 13:17 VG | Inservice: 03/31/19 | Production: 12/06/17 |

Customer Concern

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Concern 24 | CUSTOMER STATES THE WORKS SERVICE SPECIAL LOF & TIRE ROTATION | | | | | Operation Tech | Amount |
| Correction | PERFORMED THE WORKS OIL AND FILTER CHANGE, TIRE ROTATION | | | | | WRKS 400 * | 23.70 |
| Comment | INSPECT AND TOP OFF ALL FLUIDS | | | | | | |
| Parts | Part Number | | PO# | Note | Description | Qty | Sell |
| | FMC KIT910 | | | | FILTER KIT | 1 | **.00 **.00 |
| | FMC FL 910S | | | | KIT - ELEMENT & GASK | 1 S | 6.00 6.00 |
| | 020 XO5W20QSP | | | GOG | OIL-ENGINE RETAIL | 5 S | 3.25 16.25 |
| | Tech 400 TECHNICIAN, DUM | | | | | | |
| | | | | | | Subtotal | |
| | | | | | | PARTS | 6.00 |
| | | | | | | GAS-OIL-GREASE | 16.25 |
| | | | | | | HAZARDOUS WASTE CHG | 1.00 |
| | | | | | | LAB-MECHANICAL | 23.70 |
| | | | | | | WORKS | 6.00- |
| Type: C | Line Flags: HAZ | | | | | TOTAL CHARGE FOR CONCERN | 40.95 |

| | | | | |
|---|---|---|---|---|
| Concern 25 | CUSTOMER STATES EXPRESS LUBE MULTI-POINT INSPECTION | Operation | Tech | Amount |
| Correction | COMPLETED MULTI-POINT INSPECTION | 99PX | 400 | 0.00 |
| 25-1 | GREEN BATTERY TEST OK @ THIS TIME | GBATT | 400 | 0.00 |
| 25-2 | GREEN OVER 5MM OR 7/32" DISC OVER 2MM OR 3/32" DRUM | GBK | 400 | 0.00 |
| 25-3 | YELLOW 4/32 TO 6/32 | YTIRE | 400 | 0.00 |
| | FT IN GREEN REAR IN YELLOW... | | | |
| | Tech 400 TECHNICIAN, DUM | | Subtotal | |
| Type: C | | TOTAL CHARGE FOR CONCERN | | 0.00 |

| | | | | |
|---|---|---|---|---|
| Concern 26 | CUSTOMER STATES PERFORM MULTI-POINT INSPECTION | Operation | Tech | Amount |
| Correction | PERFORM MULTI-POINT INSPECTION | 99P | 400 | 0.00 |

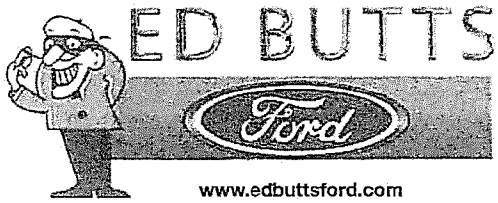
OUR LABOR IS WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER - OCCURS FIRST. MAINTENANCE SERVICES LABOR IS WARRANTED FOR 30 DAYS OR 1,000 MILES. WARRANTY VALID IF RETURNED TO US AT THE CUSTOMER'S EXPENSE, FOR ADJUSTMENT.

X _____

UCS02004

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

SERVICE HOURS
MONDAY THRU FRIDAY
7:00 AM TO 6:00 PM
SATURDAY
7:00 AM TO 5:00 PM




www.edbuttsford.com

GENUINE PARTS & SERVICE

B.A.R. # AA 003434
EPA # CAD056458532
P & A CODE 05546

1515 N. HACIENDA BLVD.
LA PUENTE, CALIFORNIA 91744
PHONE (626) 918-3673 · (800) 960-3673

service@edbuttsford.com

95701 CC666152 Q (04/13)

THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE THE REPAIRS DONE AT THIS TIME.

SIGNATURE _____ DATE _____

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)

[redacted]

| | | |
|---|---|---|
| Type: C | Tech 400 TECHNICIAN, DUM | Subtotal<br>TOTAL CHARGE FOR CONCERN 0.00 |

| Summary of Charges for Invoice C89427 | | Payment Distribution for Invoice C89427 | |
|---|---|---|---|
| PARTS | 6.00 | TOTAL CHARGE | 43.18 |
| GAS-OIL-GREASE | 16.25 | | |
| HAZARDOUS WASTE CHG | 1.00 | CASH DUE | 43.18 |
| LAB-MECHANICAL | 23.70 | | |
| LAB DISCOUNT | 6.00- | | |
| SUB-TOTAL | 40.95 | | |
| SALES TAX | 2.23 | | |
| TOTAL CHARGE | 43.18 | | |

I HEREBY ACKNOWLEDGE THAT THE ESTIMATE STATED ON THIS REPAIR ORDER WAS APPROVED PRIOR TO THE WORK BEING DONE. I ALSO ACKNOWLEDGE THAT I WAS CONTACTED AND APPROVED ANY REVISED ESTIMATE SHOWN ON THIS INVOICE.

Estimate 48.00

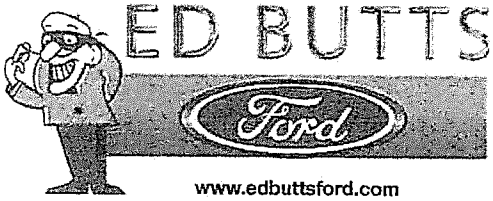
If you have any questions - please see MICHELLE SANCHEZ
P&A CODE 05546 BAR #AA003434
EPA #CAD 056458532

OUR LABOR IS WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER - OCCURS FIRST
MAINTENANCE SERVICES LABOR IS WARRANTED FOR 30 DAYS OR 1,000 MILES.
WARRANTY VALID IF RETURNED TO US AT THE CUSTOMER'S EXPENSE, FOR ADJUSTMENT.

X

ucs02004 NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON THE BACK.

SERVICE HOURS
MONDAY THRU FRIDAY
7:00 AM TO 6:00 PM
SATURDAY
7:00 AM TO 5:00 PM




www.edbuttsford.com

1515 N. HACIENDA BLVD.
LA PUENTE, CALIFORNIA 91744
PHONE (626) 918-3673 • (800) 960-3673

GENUINE PARTS & SERVICE

B.A.R. # AA 003434
EPA # CAD056458532
P & A CODE 05546

service@edbuttsford.com

95701 CQ686152 Q (04/13)

THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE THE REPAIRS DONE AT THIS TIME.

SIGNATURE _____ DATE _____

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)

[redacted]

| For Office Use | | | Vehicle Information | |
|---|---|---|---|---|
| Odometer in: 26420 Out: 26422 | | Dist: DEF CUS C Quote | 18 FORD ECOSPORT SE FWD 4DR SUV BLACK | |
| Begin: 03/24/20 | Done: 03/24/20 | Invoiced: 06/08/20 15:56 VG | Inservice: 03/31/19 | Production: 12/06/17 |

**Quote after Final Bill** ***Customer Waiting*** Reprinted 1 times

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Concern 24 | CUSTOMER STATES SERVICE SPECIAL LUBE, OIL AND FILTER CHANGE | | | | Operation | Tech | Amount |
| Correction | LUBE, OIL & FILTER CHANGE, INSPECT AND TOP OFF ALL FLUIDS | | | | FORD8 | 400 * | 15.60 |
| Parts | Part Number | PO# | Note | Description | Qty | Sell | |
| | FMC KIT910 | | | FILTER KIT | 1 | **.00 | **.00 |
| | FMC FL 910S | | | KIT - ELEMENT & GASK | 1 S | 6.00 | 6.00 |
| | 020 XO5W20QSP | | GOG | OIL-ENGINE RETAIL | 5 S | 3.25 | 16.25 |
| | Tech 400 TECHNICIAN, DUM | | | | | | |
| | | | | | Subtotal | | |
| | | | | | PARTS | | 6.00 |
| | | | | | GAS-OIL-GREASE | | 16.25 |
| | | | | | HAZARDOUS WASTE CHG | | 1.00 |
| | | | | | LAB-MECHANICAL | | 15.60 |
| Type: C | Line Flags: HAZ | | | | TOTAL CHARGE FOR CONCERN | | 38.85 |
| Concern 25 | CUSTOMER STATES EXPRESS LUBE MULTI-POINT INSPECTION | | | | Operation | Tech | Amount |
| Correction | COMPLETED MULTI-POINT INSPECTION | | | | 99PX | 400 | 0.00 |
| 25 - 1 | GREEN BATTERY TEST OK @ THIS TIME | | | | GBATT | 400 | 0.00 |
| 25 - 2 | GREEN TIRE 7/32" OR GREATER | | | | GTIRE | 400 | 0.00 |
| 25 - 3 | GREEN OVER 5MM OR 7/32" DISC OVER 2MM OR 3/32" DRUM | | | | GBK | 400 | 0.00 |
| | Tech 400 TECHNICIAN, DUM | | | | | | |
| | | | | | Subtotal | | |
| Type: C | | | | | TOTAL CHARGE FOR CONCERN | | 0.00 |

OUR LABOR IS WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER - OCCURS FIRST.
MAINTENANCE SERVICES LABOR IS WARRANTED FOR 30 DAYS OR 1,000 MILES.
WARRANTY VALID IF RETURNED TO US AT THE CUSTOMER'S EXPENSE, FOR ADJUSTMENT.

X _____

UCS02004

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

CUSTOMER

SERVICE HOURS
MONDAY THRU FRIDAY
7:00 AM TO 6:00 PM
SATURDAY
7:00 AM TO 5:00 PM

# ED BUTTS

www.edbuttsford.com

GENUINE PARTS & SERVICE

B.A.R. # AA 003434
EPA # CAD056458532
P & A CODE 05546

1515 N. HACIENDA BLVD.
LA PUENTE, CALIFORNIA 91744
PHONE (626) 918-3673 • (800) 960-3673

service@edbuttsford.com

95701 CC686152 Q (04/13)

THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE THE REPAIRS DONE AT THIS TIME.

SIGNATURE _____ DATE _____

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)

[redacted]

| | | | |
|---|---|---|---|
| PARTS | 6.00 | TOTAL CHARGE | 41.08 |
| GAS-OIL-GREASE | 16.25 | | |
| HAZARDOUS WASTE CHG | 1.00 | CASH DUE | 41.08 |
| LAB-MECHANICAL | 15.60 | | |
| SUB-TOTAL | 38.85 | | |
| SALES TAX | 2.23 | | |
| TOTAL CHARGE | 41.08 | | |

***Customer Waiting***

I HEREBY ACKNOWLEDGE THAT THE ESTIMATE STATED ON THIS REPAIR ORDER WAS APPROVED PRIOR TO THE WORK BEING DONE. I ALSO ACKNOWLEDGE THAT I WAS CONTACTED AND APPROVED ANY REVISED ESTIMATE SHOWN ON THIS INVOICE.

Estimate 45.00

If you have any questions - please see MICHELLE SANCHEZ
P&A CODE 05546 BAR #AA003434
EPA #CAD 056458532

OUR LABOR IS WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER - OCCURS FIRST.
MAINTENANCE SERVICES LABOR IS WARRANTED FOR 30 DAYS OR 1,000 MILES.
WARRANTY VALID IF RETURNED TO US AT THE CUSTOMER'S EXPENSE, FOR ADJUSTMENT.

X _____

UCS02004

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

CUSTOMER

SERVICE HOURS
MONDAY THRU FRIDAY
7:00 AM TO 6:00 PM
SATURDAY
7:00 AM TO 5:00 PM

# ED BUTTS

www.edbuttsford.com

GENUINE PARTS & SERVICE

B.A.R. # AA 003434
EPA # CAD056458532
P & A CODE 05546

1515 N. HACIENDA BLVD.
LA PUENTE, CALIFORNIA 91744
PHONE (626) 918-3673 • (800) 960-3673

service@edbuttsford.com

95701 CC686152 Q (04/13)

THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE THE REPAIRS DONE AT THIS TIME.

SIGNATURE _____ DATE _____

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)

[redacted]

| For Office Use | | | Vehicle Information | |
|---|---|---|---|---|
| Odometer in: 27112 Out: 27113 | | Dist: DEF WAR W Prelim | 18 FORD ECOSPORT SE FWD 4DR SUV BLACK | |
| Begin: 04/20/20 | Done: 06/01/20 | Invoiced: 06/01/20 12:42 JI | Inservice: 03/31/19 | Production: 12/06/17 |

**Customer Concern**

| | | Operation | Tech | Units | Amount |
|---|---|---|---|---|---|
| Concern 51 | CUSTOMER STATES LOW OIL PRESSURE WARNING CHECK AND ADVISE | 51 | 425 | 0.0 | 0.00 |
| Cause | 51 | | | | |
| Correction | SEE LINE 52<br>Tech 425 VELASQUEZ, VICT<br>CONCERN CD : A99<br>Repair Type 11 | | | | |
| Type: W | | Subtotal | | | |
| | | TOTAL CHARGE FOR CONCERN | | | 0.00 |

| | | Operation | Tech | Units | Amount |
|---|---|---|---|---|---|
| Concern 52 | CUSTOMER STATES KNOCKING/TICKING NOISE FROM ENGINE AREA CHECK AND ADVISE | | | | |
| Cause | OIL PUMP TIMING BELT BROKEN AND BELT TEETH STRIPPED OIL PUMP SEIZED | 6007E | 425 | 0.7 | 80.61 |
| Correction | VERIFIED CUSTOMER CONCERN KNOCKING TICKING NOISE COMING FROM ENGINE WITH LOW OIL PRESSURE MESSAGE ON PERF FDRS SELF TEST RETRIVED CODES P0012,P0014,P0299,P0340,P144A CONTACT HOTLINE 117228810 AS PER HOTLINE INSTRUCTION PERF INSPECTION REMOVE VALVE COVER AND OIL PAN FOUND OIL PUMP SEIZED AND OIL AND | | | | |
| 52 - 1 | OIL PUMP TIMING BELT TENSIONER BROKEN AND BELT TEETH STRIPPED INSPECT MAIN BEARING & ROD BEARINGS AND CAM JOURNALS ALL SCORED FOUND TURBO CHARGER IMPELLER BEARINGS DAMAGED EXCESSIVE MOVEMENT UP & DOWN MOVEMENT FOUND METAL AND OIL IN CHARGE AIR COOLER PERF COST CAP RESULTS ARE TO REPLACE ENGINE PERF | MT6007E1 | 425 | 0.6 | 69.10 |
| 52 - 2 | PRIOR APPROVAL OBTAIN PRIOR APPROVAL CODE THGE065077 REPLACE ENGINE MTIME TO TRANSFER PARTS MTIME TO REPLACE CHARGE AIR COOLER INCLUDING R & R BUMPER FACIA MTIME FOR ENGINE CONDITION INSPECTION REPLACED TURBOCHARGER AND INTAKE MANIFOLD RESET ENGINE MISFIRE LEARN ROAD TEST VEH AFTER REPAIRS OK | 6007A | 425 | 8.1 | 932.80 |
| 52 - 3 | 52 | MT6007A34 | 425 | 4.1 | 472.16 |

OUR LABOR IS WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER - OCCURS FIRST.
MAINTENANCE SERVICES LABOR IS WARRANTED FOR 30 DAYS OR 1,000 MILES.
WARRANTY VALID IF RETURNED TO US AT THE CUSTOMER'S EXPENSE, FOR ADJUSTMENT.

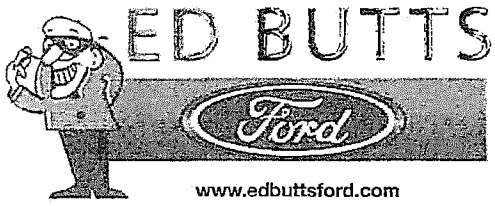
X _____

UCS02004

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

CUSTOMER

SERVICE HOURS
MONDAY THRU FRIDAY
7:00 AM TO 6:00 PM
SATURDAY
7:00 AM TO 5:00 PM




GENUINE PARTS & SERVICE

B.A.R. # AA 003434
EPA # CAD056458532
P & A CODE 05546

1515 N. HACIENDA BLVD.
LA PUENTE, CALIFORNIA 91744
PHONE (626) 918-3673 • (800) 960-3673

service@edbuttsford.com

95701 CO686152 Q (04/13)

THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE THE REPAIRS DONE AT THIS TIME.

SIGNATURE _____ DATE _____

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)

[redacted]

Invoiced: 06/01/20 12:42:23 JI

18 FORD ECOSPORT SE FWD 4DR SUV BLACK

52 - 4 52
52 - 5 52

Parts

| Part Number | | PO# | Note | Description | Qty | List | Sell | |
|---|---|---|---|---|---|---|---|---|
| FMC | W715618 S437 | | | NUT | 4 | 0.54 | 0.39 | 1.56 |
| FMC | BM5Z 2A572 A | | | GASKET - VACUUM PUMP | 1 | 8.55 | 7.48 | 7.48 |
| FMC | W715309 S300 | | | STUD | 4 | 4.19 | 3.05 | 12.20 |
| FMC | W716271 S437 | | | NUT | 4 | 2.50 | 1.83 | 7.32 |
| FMC | AA5Z 9E583 A | | | SEAL | 1 | 1.77 | 1.55 | 1.55 |
| SPO | CM5Z 9424 A | | | MANIFOLD ASY - INLET | 1 | 88.93 | 77.91 | 77.91 |
| FMC | G1FZ 6006 A | | NSTK | *SERVICE ENGINE ASY | 1 | 2829.36 | 2829.36 | 2829.36 |
| SPO | F1FZ 9N454 G | | | HEAT SHIELD | 1 | 16.15 | 14.15 | 14.15 |
| SPO | CM5Z 6C683 A | | | FILTER ASY | 1 | 10.29 | 6.76 | 6.76 |
| SPO | W716271 S437 | | | NUT | 4 | 2.50 | 1.83 | 7.32 |
| SPO | H1BZ 6K775 A | | | COOLER ASY - ENGINE | 1 | 170.02 | 136.52 | 136.52 |
| SPO | CM5Z 6K682 L | | | TURBOCHARGER ASY | 1 | 578.35 | 464.41 | 464.41 |
| SPO | CM5Z 6L092 A | | | TUBE ASY - DRAIN | 1 | 52.38 | 45.89 | 45.89 |
| SPO | CM5Z 9J323 A | | | TUBE ASY | 1 | 9.13 | 8.00 | 8.00 |
| SPO | CM5Z 9450 A | | | GASKET | 1 | 17.23 | 15.10 | 15.10 |
| SPO | W500414 S442 | | | BOLT | 2 | 5.00 | 3.65 | 7.30 |
| SPO | W715309 S300 | | | STUD | 4 | 4.19 | 3.05 | 12.20 |
| SPO | 4R8Z 6N652 A | | | GASKET | 1 | 3.09 | 2.48 | 2.48 |
| FMC | CM5Z 9229 A | | NSTK | *KIT - "O" RING | 1 | 175.16 | 140.66 | 140.66 |
| SPO | F1FZ 6379 A | | | BOLT - HEX.HEAD | 6 | 0.90 | 0.79 | 4.74 |
| FMC | FL 910S | | | KIT - ELEMENT & GASK | 1 | 6.82 | 5.48 | 5.48 |
| 020 | XO5W20QSP | | GOG | OIL-ENGINE RETAIL | 5 | 4.19 | 4.19 | 20.95 |
| FMC | SP 538 A | | NSTK | *SPARK PLUG | 3 | 16.75 | 13.45 | 40.35 |
| FMC | CM5Z 6K679 B | | NSTK | *PIPE - OIL FEED | 1 | 26.49 | 21.27 | 21.27 |
| SPO | GN1Z 5A215 A | | | CLAMP - EXHAUST | 1 | 12.43 | 12.16 | 12.16 |

Parts: Count 47.00 Allowance: 1229.78

Tech 425 VELASQUEZ, VICT

CONCERN CD : A99

FP- G1FZ6006A

Repair Type 11

MT6775A 425 2.1 241.84
MT6007AXQ 425 0.2 23.03

Subtotal

| | |
|---|---|
| PARTS | 3882.17 |
| GAS-OIL-GREASE | 20.95 |

OUR LABOR IS WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER - OCCURS FIRST.
MAINTENANCE SERVICES LABOR IS WARRANTED FOR 30 DAYS OR 1,000 MILES.
WARRANTY VALID IF RETURNED TO US AT THE CUSTOMER'S EXPENSE, FOR ADJUSTMENT.

X _____

UCS82004

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

CUSTOMER

SERVICE HOURS
MONDAY THRU FRIDAY
7:00 AM TO 6:00 PM
SATURDAY
7:00 AM TO 5:00 PM

# ED BUTTS

Ford

www.edbuttsford.com

GENUINE PARTS & SERVICE

B.A.R. # AA 003434
EPA # CAD056458532
P & A CODE 05546

1515 N. HACIENDA BLVD.
LA PUENTE, CALIFORNIA 91744
PHONE (626) 918-3673 • (800) 960-3673

service@edbuttsford.com

95701 CC686152 Q (04/13)

THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE THE REPAIRS DONE AT THIS TIME.

SIGNATURE _____ DATE _____

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)

[redacted]

Invoiced: 06/01/20 12:42:23 JI

18 FORD ECOSPORT SE FWD 4DR SUV BLACK

Type: W

| | |
|---|---|
| LAB-MECHANICAL | 1819.54 |
| TOTAL CHARGE FOR CONCERN | 5722.66 |

**Summary of Charges for** [redacted]

| | |
|---|---|
| PARTS | 3882.17 |
| GAS-OIL-GREASE | 20.95 |
| LAB-MECHANICAL | 1819.54 |
| SUB-TOTAL | 5722.66 |
| SALES TAX | 2.10 |
| TOTAL CHARGE | 5724.76 |

**Payment Distribution for Invoice** [redacted]

| | |
|---|---|
| TOTAL CHARGE | 5724.76 |
| FAC WARRANTY | 5724.76 |

I HEREBY ACKNOWLEDGE THAT THE ESTIMATE STATED ON THIS REPAIR ORDER WAS APPROVED PRIOR TO THE WORK BEING DONE. I ALSO ACKNOWLEDGE THAT I WAS CONTACTED AND APPROVED ANY REVISED ESTIMATE SHOWN ON THIS INVOICE.

Estimate 0.01

If you have any questions - please see JASON N GONZALES
P&A CODE 05546 BAR #AA003434
EPA #CAD 056458532

OUR LABOR IS WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER - OCCURS FIRST.
MAINTENANCE SERVICES LABOR IS WARRANTED FOR 30 DAYS OR 1,000 MILES.
WARRANTY VALID IF RETURNED TO US AT THE CUSTOMER'S EXPENSE, FOR ADJUSTMENT.

X _____

UCS02004

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

CUSTOMER

SERVICE HOURS
MONDAY THRU FRIDAY
7:00 AM TO 6:00 PM
SATURDAY
7:00 AM TO 5:00 PM

# ED BUTTS

www.edbuttsford.com

GENUINE PARTS & SERVICE

B.A.R. # AA 003434
EPA # CAD056458532
P & A CODE 05546

1515 N. HACIENDA BLVD.
LA PUENTE, CALIFORNIA 91744
PHONE (626) 918-3673 • (800) 960-3673

service@edbuttsford.com

95701 CC686152 Q (04/13)

THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE THE REPAIRS DONE AT THIS TIME.

SIGNATURE _____ DATE _____

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)

[redacted]

| For Office Use | | | Vehicle Information | |
|---|---|---|---|---|
| Odometer in: 29312 Out: 29313 | Dist: DEF WAR W | Prelim | 18 FORD ECOSPORT SE FWD 4DR SUV BLACK | |
| Begin: 06/29/20 | Done: 06/30/20 | Invoiced: 06/30/20 13:52 JI | Inservice: 03/31/19 | Production: 12/06/17 |

**Customer Concern**

| | | Operation | Tech | Units | Amount |
|---|---|---|---|---|---|
| Concern 51 | CUSTOMER STATES ENGINE NOISE TICKING/KNOCK NOISE DOES IT MORE AT START UP WHEN COLD CHECK AND ADVISE | 51 | 425 | 0.0 | 0.00 |
| Cause | 51 | | | | |
| Correction | VERIFIED CONCERN COMPARED TO STOCK UNIT NOISE ON COLD START IN STOCK UNIT NOISE IS CHARACTERISTICS OF ENGINE DESIGN NORMAL VERIFIED WITH SERVICE MANAGER.<br>Tech 425 VELASQUEZ, VICT<br>CONCERN CD : A99<br>Repair Type 11 | | | | |
| Type: W | | Subtotal | | | |
| | | TOTAL CHARGE FOR CONCERN | | | 0.00 |

**Summary of Charges for** [redacted]

| | | | |
|---|---|---|---|
| TOTAL CHARGE | 0.00 | FAC WARRANTY | 0.00 |
| | | TOTAL CHARGE | 0.00 |

I HEREBY ACKNOWLEDGE THAT THE ESTIMATE STATED ON THIS REPAIR ORDER WAS APPROVED PRIOR TO THE WORK BEING DONE. I ALSO ACKNOWLEDGE THAT I WAS CONTACTED AND APPROVED ANY REVISED ESTIMATE SHOWN ON THIS INVOICE.

Estimate 0.01

[redacted] JASON N GONZALES

OUR LABOR IS WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER - OCCURS FIRST.
MAINTENANCE SERVICES LABOR IS WARRANTED FOR 30 DAYS OR 1,000 MILES.
WARRANTY VALID IF RETURNED TO US AT THE CUSTOMER'S EXPENSE, FOR ADJUSTMENT.

X _____

UCS02004

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

CUSTOMER



ONE RIDGEGATE DR., SUITE 245
TEMECULA, CA 92590

WWW.LEMONBUYBACK.COM
WWW.NOFEETOYOU.COM

# LAW OFFICES OF JON JACOBS

*YOUR LOCAL LEMON LAW ATTORNEYS PROTECTING BUYERS' RIGHTS*
LOCAL (916) 663-6400 FAX (916) 663-6500
TOLL FREE (866) NO FEE TO YOU

July 18, 23

**Via Certified U.S. Mail**
**Return Receipt Requested**

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121

[redacted]

**Please take notice of the following:**

This letter serves as a pre-litigation notice of Ford's liability under the Song-Beverly Consumer Warranty Act and demand that Ford repurchase or replace the Subject Vehicle in accordance with the Act.

**Summary of Relevant Facts**

[redacted]

The Vehicle was purchased with Ford's 3-year, 36,000 mile basic warranty and 5 year, 60,000 mile powertrain warranty.

From the time of purchase through to the current, Consumer has suffered due to the Vehicle's ongoing problems.

At 22,415 miles the vehicle was presented to DCH Ford where the technicians verified the Vehicle would not start. DCH Ford failed to repair the defect under warranty, leading to another repair visit at 23,210 miles for the same issue.

At 25,850 miles, Ford replaced the defective Body Control Module, which failed again at 34,648 miles requiring it be replaced again by Ford.

At 39,573 miles, the Vehicle was towed in and the engine was replaced. Ford failed to perform this repair properly, leading to another check engine light present and repair opportunity at 45,386 miles then again at 45,652 miles.

To date, the vehicle continues to exhibits defects.

**Substantial Impairment of Use, Value, and Safety**

The problems with this Vehicle have substantially impaired its use, value, and safety to Consumer.

There are three major examples of the substantial impairment suffered by Consumer:

(1) **Loss of Use**: Each time the Vehicle goes into the shop for repairs it causes a substantial inconvenience to Consumer's life because he cannot use the Vehicle he purchased and is forced to find alternative transportation.

(2) **Loss of Value:** Each repair attempt will show up on the Vehicle's warranty history report and CarFax. If Consumer ever attempts to sell this Vehicle, no purchaser is going to want it due to the number and extent of the issues described above. Surely, if anyone does want to purchase the Vehicle, they will pay much less for it given the extensive repair history.

(3) **Loss of Safety**: The powertrain defects substantially impair the safety of the Vehicle to Consumer.

Consumer purchased this Vehicle for its advertised features, reliability, and warranty. To his unfortunate detriment, this Vehicle does not have the features, reliability, or warranty that Consumer was promised. Ford has been unable or unwilling to conform the car to said warranty.

**This Vehicle is a lemon!**

California's lemon law makes clear this Vehicle is a lemon.

Under more than one theory the Vehicle is clearly a "lemon." *California Civil Code* § 1793.4 makes clear Ford's liability and reads in relevant part as follows:

> **Commencement of service and repair within reasonable time; tender of conforming goods within 30 days; extension of time**
>
> **Where an option is exercised in favor of service and repair under Section 1793.3, such service and repair must be commenced within a reasonable time, and, unless the buyer agrees in writing to the contrary, goods conforming to the applicable express warranties shall be tendered within 30 days. . . .**

*California Civil Code* § 1793.2 makes clear Ford's liability and reads in relevant part as follows:

> **Consumer goods manufacturers; express warranties; service and repair facilities**
>
> **(a) Every manufacturer of Consumer goods sold in this state and for which the manufacturer has made an express warranty shall:**
>
> **(1)(A) Maintain in this state sufficient service and repair facilities reasonably close to all areas where Consumers goods are sold to carry out the terms of those warranties. . .**

> **(b) Where those service and repair facilities are maintained in this state and service or repair of the goods is necessary because they do not conform with the applicable express warranties, service and repair shall be commenced within a reasonable time. . . . within 30 days.**
>
> **(d)(2)** ***. . . if the manufacturer or its representative in this state is unable to service or repair a new motor vehicle. . . to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer shall either promptly replace the new motor vehicle. . . or promptly make restitution to the buyer. . . However, the buyer shall be free to elect restitution in lieu of replacement. . . .*** (Emphasis added)

Under *Civil Code* § 1793.2(d)(2), Ford must repurchase the Vehicle or replace it with a substantially identical vehicle. Consumer hereby revoke acceptance of the Vehicle, rescind the sales contract, and demands a refund along with restitution of all money paid toward the Vehicle, repairs, rental, towing, and upgrades. Under Civil Code § 1794(a), Consumer are entitled to restitution of all consideration given.

Ford's willful refusal to conform the Vehicle to its warranty, or repurchase it pursuant to Song–Beverly, subjects it to civil penalties in an amount of twice Consumer's actual damages.

Ford has had numerous opportunities to conform the Vehicle to its express written warranty accompanying its purchase. For good reason Consumer has suffered a shaken faith in the Vehicle and in Ford's ability and willingness to repair it under warranty.

## Settlement Demand

On behalf of Consumer, I respectfully request that you rectify the above-described problems with the Vehicle by repurchasing it and giving Consumer a complete refund, or replacement at their option, including restitution of damages, which includes but is not limited to: all out of pocket expenses; all money paid toward the Vehicle; all upgrades to the Vehicle; all rental and/or towing expenses; and all incidental and consequential damages. Finally, you would also need to pay reasonable attorneys' fees of $6,000.00 (includes estimated "wrap up" fees).

An itemized demand will be provided upon request.

Please do not contact Consumers or any member of their family. All communications concerning this matter should be directed to the undersigned.

Please note that if legal action proves necessary, the attorneys' fees incurred by my clients, for which you may be legally liable, may increase. In particular, under more than one of the various causes of action we intend to pursue, if Consumers wins any amount of damages in any court proceeding, they may be deemed "prevailing party" and entitled to all of their damages, interest on the same, and possibly civil penalties.

Please consider this demand open until 30-days after your receipt of this notice. Unfortunately, if Ford has not by then agreed to settle this matter as stated above, I will have no alternative but to file suit.

For the benefit of both sides, it is my hope we can quickly and reasonably resolve this matter.

Sincerely,

[redacted]

LAW OFFICES OF JON JACOBS
1 RIDGEGATE DR., SUITE 245
TEMECULA, CA 92590

[redacted]

Ford Motor Company
Customer Relationship Center
PO BOX 6248
Dearborn, MI 48126

PE23-015 000511 LC SV



# *Krohn & Moss, Ltd.*

*Main Office*
*10 N. Dearborn St, 3rd Floor*
*Chicago, IL 60602*
*www.yourlemonlawrights.com*

*Writer's Direct Number*
*(312) 578 9428 Ext. 274*
*Writer's Direct Facsimile*
*(866) 289 0898*
*Writer's Direct E-Mail*
*ekaczander@consumerlawcenter.com*
*www.yourlemonlawrights.com*

*Writer licensed to practice only in:*
*Illinois*
*Kentucky*
*Michigan*
*Minnesota*
*Missouri*

February 24, 2021

**SENT VIA E-MAIL**
**ogcclaim@ford.com**

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121

[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

**Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.**

**Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.**

There are defects present in my client's vehicle for which relief is sought and numerous attempts to repair the vehicle have been unsuccessful. The defects include, but are not limited to:

1. Defective engine/electrical system as evidenced by stalling, loss of power, the intermittent illumination of the check engine light, low oil pressure light and battery light, failure to turn over, no start condition and losing coolant;

2. Defective body/trim as evidenced by driver's front sun visor loose and falling off;

3. Defective HVAC as evidenced by no heat; and

4. Any additional defects, whether or not they are contained on any dealer repair orders.

Because of the defects, my client has justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take her car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

> Based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow her the opportunity or permit her to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified in writing of your breach of warranty and of my client's intent to pursue claims for breach of warranty in a court of law should you fail to amicably resolve this matter. Please be advised that pursuant to Uniform Commercial Code §2-711(3), my client has a security interest in the vehicle. Unless you are willing to accept the return of the vehicle and reimburse my client for all monies paid on the vehicle, my client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial

Code §9-404, that you file a termination statement within ten (10) days to terminate your security interest and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code §9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client requests the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defects and payment of our attorneys' fees pursuant to the fee-shifting provision of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort will be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.







CT Corporation

[redacted]

**TO:** Chuck Morici
Ford Motor Company
1 American Rd
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:** | Re: K[redacted] an Individual and Patricia Noriega, an Individual // To: Ford Motor Company |
| **DOCUMENT(S) SERVED:** | Summons, Cover Sheet, Instructions, Notice, Complaint |
| **COURT/AGENCY:** | Santa Clara County Superior Court of California, CA<br>Case #[redacted] |
| **NATURE OF ACTION:** | Product Liability Litigation - Lemon Law - 2018 Ford EcoSport, VIN: MAJ3P1TE5JC[redacted] |
| **ON WHOM PROCESS WAS SERVED:** | C T Corporation System, GLENDALE, CA |
| **DATE AND HOUR OF SERVICE:** | By Process Server on 12/09/2021 at 12:54 |
| **JURISDICTION SERVED :** | California |
| **APPEARANCE OR ANSWER DUE:** | Within 30 days after service (Document(s) may contain additional answer dates) |
| **ATTORNEY(S) / SENDER(S):** | Christopher M. Lovasz<br>Consumer Legal Services, P.C.<br>2330 Long Beach Boulevard |
| **ACTION ITEMS:** | [redacted] ected Purge Date: |
| **REGISTERED AGENT ADDRESS:** | |

The information contained in this Trans[redacted] should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Thu, Dec 9, 2021

**Server Name:** Bernadette Torres

| | |
|---|---|
| Entity Served | FORD MOTOR COMPANY |
| Case Number | [redacted] |
| Jurisdiction | CA |



12-9-21
12:18

SUM-100

# SUMMONS
## (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:**
***(AVISO AL DEMANDADO):***
FORD MOTOR COMPANY, a Delaware Corporation; THE FORD STORE MORGAN HILL, INC. d/b/a THE FORD STORE MORGAN HILL, a California Corporation; and DOES 1 through 20, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**
***(LO ESTÁ DEMANDANDO EL DEMANDANTE):***
[redacted] individual, [redacted] an individual,

E-FILED
10/27/2021 1:53 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
[redacted]

**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):*
Santa Clara Superior Courthouse
191 North First Street
San Jose, CA 95113

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):*
Christopher M. Lovasz, Esq. (SBN 303120) (562)424-3293
Consumer Legal Services, P.C.
2330 Long Beach Blvd., Long Beach, CA 90806

DATE: *(Fecha)* 10/27/2021 1:53 PM Clerk of Court Clerk, by *(Secretario)* R. Cachux , Deputy *(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):*
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date):*



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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Christopher M. Lovasz, Esq. (SBN 303120)
Consumer Legal Services, P.C.
2330 Long Beach Blvd.
Long Beach, CA 90806
TELEPHONE NO.: (562)424-3293 FAX NO.: (562)595-1849
ATTORNEY FOR (Name): K[redacted].

Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 10/27/2021 1:53 PM
Reviewed By: R. Cachux
[redacted]
Envelope: [redacted]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara
STREET ADDRESS: 191 North First Street
MAILING ADDRESS 191 North First Street
CITY AND ZIP CODE San Jose, 95113
BRANCH NAME: Santa Clara Superior Courthouse

CASE NAME:
Kayla Daniels and Patricia Noriega v. Ford Motor Company, et al.

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

[redacted]



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

## 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



PE23-015 000521 LC SV

21CV390475
Santa Clara – Civil

Desiree Alfaro

[redacted]

# CIVIL LAWSUIT NOTICE

***Superior Court of California, County of Santa Clara***
***191 North First St., San José, CA 95113***

CASE NU

**PLEASE READ THIS ENTIRE FORM**

***PLAINTIFF*** (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint, Summons,* an *Alternative Dispute Resolution (ADR) Information Sheet,* and a copy of this *Civil Lawsuit Notice,* and you must file written proof of such service.

***DEFENDANT*** (The person sued): **You must do each of the following to protect your rights:**

1. You must file a **written response** to the *Complaint, using the proper legal form or format,* in the Clerk's Office of the Court, within **30 days** of the date you were served with the *Summons* and *Complaint;*
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

**Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.**

***RULES AND FORMS:*** You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 201 North First Street, San José (408-882-2900 x-2926).

- State Rules and Judicial Council Forms: www.courts.ca.gov/forms.htm and www.courts.ca.gov/rules.htm
- Local Rules and Forms: www.scscourt.org

***CASE MANAGEMENT CONFERENCE (CMC):*** You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

***You or your attorney must appear at the CMC.*** *You may ask to appear by telephone – see Local Civil Rule 8.*

***Your Case Management Judge is:*** Kirwan, Peter ***Department:*** _____

***The 1st CMC is scheduled for:*** (Completed by Clerk of Court)

***Date:*** 03/22/22 ***Time:*** 3:45 PM in **Department:** 19

***The next CMC is scheduled for:*** (Completed by party if the 1st CMC was continued or has passed)

***Date:*** _____ ***Time:*** _____ in **Department:** _____

***ALTERNATIVE DISPUTE RESOLUTION (ADR):*** If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.scscourt.org or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

***WARNING:*** Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

E-FILED
10/27/2021 1:53 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
[redacted]
Reviewed By: R. Cachux

**CONSUMER LEGAL SERVICES, P.C.**
Christopher M. Lovasz, Esq. (SBN 303120)
Charles J. Lee, Esq. (SBN 266753)
2330 Long Beach Boulevard
Long Beach, California 90806
Telephone: (562) 424-3293
Facsimile: (562) 595-1849

Attorneys for Plaintiffs,
[redacted]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA CLARA**

[redacted] individual,
[redacted] an individual,

Plaintiffs,

v.

FORD MOTOR COMPANY, a Delaware Corporation; THE FORD STORE MORGAN HILL, INC. d/b/a THE FORD STORE MORGAN HILL, a California Corporation; and DOES 1 through 20, inclusive,

Defendants.

**CASE NO.** [redacted]

Assigned for all purposes to:
Dept.:

**COMPLAINT FOR DAMAGES:**

1. **Breach of Implied Warranty of Merchantability under the Song-Beverly Warranty Act.**
2. **Breach of Express Warranty under the Song-Beverly Warranty Act.**
3. **Breach of Express Warranty under the Magnuson-Moss Warranty Act.**
4. **Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act.**

**JURY TRIAL DEMANDED**



PE23-015 000523 LC SV

PLAINTIFF[redacted] hereby allege and complain as follows:

**GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

1. Plaintiffs are individuals, residing in the City of Fort Worth, County of Tarrant, in the State of Texas.

2. Defendant FORD MOTOR COMPANY (hereinafter referred to as "Manufacturer") is a corporation doing business in the County of Santa Clara, State of California, and, at all times relevant herein, was/is engaged in the manufacture, sale, distribution, and/or importing of Ford motor vehicles and related equipment.

3. Defendant THE FORD STORE MORGAN HILL, INC. d/b/a THE FORD STORE MORGAN HILL (hereinafter referred to as "Seller") is a corporation doing business in the County of Santa Clara, State of California, and, at all times relevant herein, a Manufacturer-authorized agent engaged in the business of selling/leasing and servicing and repairing Manufacturer's vehicles.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants, Does 1 through 20, inclusive, are unknown to Plaintiffs who therefore sue these Defendants by such fictitious names. Plaintiffs will seek leave to amend this Complaint to set forth their true names and capacities when they have ascertained them. Further, Plaintiffs are informed and believe, and thereon allege, that each of the Defendants designated herein as a "Doe" is responsible in some manner for the events and happenings herein referred to and caused injury and damage to Plaintiffs as herein alleged.

5. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants, and each of them, were the agents, servants, and/or employees of

each of their Co-Defendants. Plaintiffs are informed and believe, and thereon allege, that in doing the things hereinafter alleged Defendants, and each of them, were acting in the course and scope of their employment as such agents, servants, and/or employees, and with the permission, consent, knowledge, and/or ratification of their Co-Defendants, principals, and/or employers.

6. Before July 11, 2018, Defendants, Manufacturer and Does 1 through 20 inclusive, manufactured and/or distributed into the stream of commerce a new **2018 Ford EcoSport , VIN: MAJ3P1TE5JC[redacted]** hereinafter referred to as the "Vehicle") for its eventual sale/lease in the State of California.

7. On or about July 11, 2018, Plaintiffs purchased, for personal, family, and/or household purposes, the subject Vehicle from the Seller for a total consideration over the term of the installment contract of $28,367.68. Retail Installment Sale Contract is in the possession of Defendants.

8. The subject Vehicle was/is a "new motor vehicle" under the Song-Beverly Warranty Act.

9. Along with the purchase of the Vehicle, Plaintiffs received written warranties and other express and implied warranties including, but not limited to, warranties from Manufacturer and Seller that the Vehicle and its components would be free from all defects in material and workmanship; that the Vehicle would pass without objection in the trade under the contract description; that the Vehicle would be fit for the ordinary purposes for which it was intended; that the Vehicle would conform to the promises and affirmations of fact made; that Defendants, and each of them, would perform any repairs, alignments, adjustments, and/or replacements of any parts necessary to ensure that the Vehicle was free from any

defects in material and workmanship; that Defendants, and each of them, would maintain the utility of the Vehicle for three years or 36,000 miles basic warranty, five years or 60,000 miles drive train warranty, and would conform the Vehicle to the applicable express warranties. (A copy of the written warranty is in the possession of the Defendants).

10. Plaintiffs have duly performed all the conditions on Plaintiffs' part under the purchase agreement and under the express and implied warranties given to Plaintiffs, except insofar as the acts and/or omissions of the Defendants, and each of them, as alleged herein, prevented and/or excused such performance.

11. Plaintiffs have delivered the Vehicle to the Manufacturer's authorized service and repair facilities, agents and/or dealers, including Seller, on several separate occasions resulting in the Vehicle being out of service by reason of repair of nonconformities. Repair Orders/Invoices are in the possession of Defendants.

12. By way of example, and not by way of limitation, the defects, malfunctions, misadjustments, and/or nonconformities with Plaintiffs' Vehicle include the following: TPMS light illuminations, TPMS sensor replacement, low oil pressure light illuminations, engine long block replacement, turbo charger replacement, transmission malfunctions, and battery light illuminations, among other concerns.

13. Each time Plaintiffs delivered the nonconforming Vehicle to a Manufacturer-authorized service and repair facility, Plaintiffs notified Defendants, and each of them, of the defects, malfunctions, misadjustments, and/or nonconformities existent with the Vehicle and demanded that Manufacturer or its representatives repair, adjust, and/or replace any necessary parts to conform the Vehicle to the applicable warranties.

///

14. Each time Plaintiffs delivered the nonconforming Vehicle to a Manufacturer-authorized service and repair facility, Defendants, and each of them, represented to Plaintiffs that they could and would conform the Vehicle to the applicable warranties, that in fact they did conform the Vehicle to said warranties, and that all the defects, malfunctions, misadjustments, and/or nonconformities have been repaired; however, Manufacturer or its representatives failed to conform the Vehicle to the applicable warranties because said defects, malfunctions, misadjustments, and/or nonconformities continue to exist even after a reasonable number of attempts to repair was given.

**FIRST CAUSE OF ACTION**

(Breach of Implied Warranty of Merchantability under Song-Beverly Warranty Act against all Defendants)

15. Plaintiffs reallege each and every paragraph (1-14) and incorporates them by this reference as though fully set forth herein.

16. The distribution and sale of the Vehicle was accompanied by the Manufacturer and Seller's implied warranty that the Vehicle was merchantable.

17. Furthermore, Defendants, and each of them, impliedly warranted, inter alia, that the Vehicle would pass without objection in the trade under the contract description; that the Vehicle was fit for the ordinary purposes for which it was intended; that the Vehicle was adequately assembled; and/or that the Vehicle conformed to the promises or affirmations of fact made to Plaintiffs.

18. As evidenced by the defects, malfunctions, misadjustments, and/or nonconformities alleged herein, the Vehicle was not merchantable because it did not have the quality that a buyer would reasonably expect, because it could not pass without objection in the trade under

the contract description; because it was not fit for the ordinary purposes for which it was intended; because it was not adequately assembled; and/or because it did not or could not be conformed to the promises or affirmations of fact made to Plaintiffs.

19. Upon discovery of the Vehicle's nonconformities, Plaintiffs took reasonable steps to notify Defendants, and each of them, within a reasonable time that the Vehicle did not have the quality that a buyer would reasonably expect and, further, justifiably revoked acceptance of the nonconforming Vehicle.

20. As a result of the acts and/or omissions of the Defendants, and each of them, Plaintiffs have sustained damage in the amount actually paid or payable under the contract, plus prejudgement interest thereon at the legal rate. Plaintiffs will seek leave to amend this Complaint to set forth the exact amount thereof when that amount is ascertained.

21. As a further result of the actions of Defendants, and each of them, Plaintiffs have sustained incidental and consequential damages in an amount yet to be determined, plus interest thereon at the legal rate. Plaintiffs will seek leave to amend this Complaint to set forth the exact amount of incidental damages when that amount is ascertained.

22. As a further result of the actions of Defendants, and each of them, Plaintiffs have sustained damages equal to the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted.

23. As a direct result of the acts and/or omissions of Defendants, and each of them, and in pursuing Plaintiffs' claim, it was necessary for Plaintiffs to retain legal counsel. Pursuant to Song-Beverly, Plaintiffs, in addition to their other remedies, is entitled to the recovery of their attorneys' fees based upon actual time expended and reasonably incurred, in connection with the commencement and prosecution of this action.

## SECOND CAUSE OF ACTION

(Breach of Express Warranty under Song-Beverly Warranty Act against all Defendants)

24. Plaintiffs reallege each and every paragraph (1-23) and incorporates them by this reference as though fully set forth herein.

25. The Vehicle had defects, malfunctions, misadjustments, and/or nonconformities covered by the warranty that substantially impaired its value, use, or safety to Plaintiffs.

26. Plaintiffs delivered the Vehicle to Manufacturer or its authorized repair facilities for repair.

27. Defendants, and each of them, failed to service or repair the Vehicle to match the written warranty after a reasonable number of opportunities to do so.

28. The acts and/or omissions of Defendants, and each of them, in failing to perform the proper repairs, part replacements, and/or adjustments, to conform the Vehicle to the applicable express warranties constitute a breach of the express warranties that the Manufacturer provided to Plaintiffs, thereby breaching Defendants' obligations under Song-Beverly.

29. Defendants, and each of them, failed to perform the necessary repairs and/or service in good and workmanlike manner. The actions taken by Defendants, and each of them, were insufficient to make the Subject Vehicle conform to the express warranties and/or proper operational characteristics of like Vehicles, all in violation of Defendants' obligations under Song-Beverly.

///

///

///

30. As a result of the acts and/or omissions of Defendants, and each of them, and pursuant to the provisions of the Song-Beverly, Plaintiffs are entitled to replacement of the Vehicle or restitution of the amount actually paid or payable under the contract, at Plaintiffs' election, plus prejudgment interest thereon at the legal rate. Plaintiffs will seek leave of Court to amend this Complaint to set forth the exact amount of restitution and interest, upon election, when that amount has been ascertained.

31. Additionally, as a result of the acts and/or omissions of Defendants, and each of them, and pursuant to Song-Beverly, Plaintiffs have sustained and is entitled to consequential and incidental damages in amounts yet to be determined, plus interest thereon at the legal rate. Plaintiffs will seek leave of the court to amend this complaint to set forth the exact amount of consequential and/or incidental damages, when those amounts have been ascertained.

32. As a direct result of the acts and/or omissions of Defendants, and each of them, and in pursuing Plaintiffs' claim, it was necessary for Plaintiffs to retain legal counsel. Pursuant to Song-Beverly, Plaintiffs, in addition to other remedies, is entitled to the recovery of their attorneys' fees based upon actual time expended and reasonably incurred, in connection with the commencement and prosecution of this action.

## THIRD CAUSE OF ACTION

(Breach of Written Warranty under Magnuson-Moss Warranty Act against all Defendants)

33. Plaintiffs reallege each and every paragraph (1-32) and incorporates them by this reference as though fully set forth herein.

34. Plaintiffs are "Consumers" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

35. The Seller is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15 USC 2301(4), (5).

36. The Manufacturer is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15 USC 2301(4), (5).

37. The Vehicle is a "Consumer Product" as defined in the Warranty Act, 15 USC 2301(1).

38. The Vehicle was manufactured, sold, and leased /purchased after July 4, 1975.

39. The express warranty given by the Manufacturer pertaining to the Vehicle is a "Written Warranty" as defined in the Warranty Act, 15 USC 2301(6).

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

41. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1), (2).

42. As a direct result of the Manufacturer and/or Seller's acts and/or omissions, Plaintiffs have suffered damages as set forth herein. Therefore, Plaintiffs are entitled to a judgment and the following relief against all Defendants: (1) A declaration that acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance; (2) A refund of the purchase price paid by Plaintiffs for the Vehicle; (3) Cancellation of Plaintiffs' retail installment contract and payment in full of the balance of same; (4) Consequential, incidental, and actual damages to be proved at trial; (5) Costs and expenses including actual attorneys'



PE23-015 000531 LC SV

fees reasonably incurred; (6) Prejudgment interest at the legal rate; and (7) Such other relief the Court deems appropriate.

**FOURTH CAUSE OF ACTION**

(Breach of Implied Warranty under Magnuson-Moss Warranty Act against all Defendants)

43. Plaintiffs reallege each and every paragraph (1-42) and incorporates them by this reference as though fully set forth herein.

44. The above-described actions on the part of the Seller constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1), (2).

45. As a direct result of the Seller's acts and/or omissions, Plaintiffs have suffered damages as set forth herein. Therefore, Plaintiffs are entitled to judgment against all Defendants declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance, for a refund of the purchase price paid by Plaintiffs for the Vehicle, for cancellation of Plaintiffs' retail installment contract and for payment in full by Defendants and all of them on the balance of the installment contract, for consequential, incidental, and actual damages, for costs, prejudgment interest at the legal rate, for actual attorneys' fees reasonably incurred, and such other relief the Court deems appropriate.

///

///

///

///

///

///

WHEREFORE, Plaintiffs pray for judgment against all Defendants, and each of them, as follows:

A. For replacement or restitution, at Plaintiff's election, according to proof;

B. For incidental damages, according to proof;

C. For consequential damages, according to proof;

D. For a civil penalty as provided in Song-Beverly, in an amount not to exceed two times the amount of Plaintiff's actual damages;

E. For actual attorney's fees, reasonably incurred;

F. For costs of suit and expenses, according to proof;

G. For the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted;

H. For remedies provided in Chapters 6 and 7 of Division 2 of the Commercial Code;

I. For pre-judgment interest at the legal rate;

J. Such other relief the Court deems appropriate.

Date: 10/26/21

[redacted]



[redacted]

[redacted]

## Service of Process Transmittal Summary

**TO:** Chuck Morici
FORD MOTOR COMPANY
1 American Rd
Dearborn, MI 48126-2798

**RE:** **Process Served in Illinois**

**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:**

**DOCUMENT(S) SERVED:**

**COURT/AGENCY:**

**NATURE OF ACTION:**

**PROCESS SERVED ON:**

**DATE/METHOD OF SERVICE:**

**JURISDICTION SERVED:**

**APPEARANCE OR ANSWER DUE:**

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

**ACTION ITEMS:**

[redacted]

**REGISTERED AGENT CONTACT:** C T Corporation System
208 South LaSalle Street
Suite 814
Chicago, IL 60604
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may b
contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Mon, Dec 19, 2022
**Server Name:** Sheriff Drop

| | |
|---|---|
| Entity Served | FORD MOTOR COMPANY |
| Case Number | [redacted] |
| Jurisdiction | IL |

| Inserts | | |
|---|---|---|
| | | |



01/06

FILED DATE: 11/29/2022 12:29 PM 2022112364

2120 - Served 2220 - Not Served 2620 - Sec. of State
2121 - Alias Served 2221 - Alias Not Served 2621 - Alias Sec. of State
Summons (12/01/20) CCM 0649 A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
1ST MUNICIPAL DISTRICT, CIVIL DIVISION [redacted]

FILED
11/29/2022 12:29 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
Courtroom, 1501

[redacted]

Plaintiff(s)

v.

FORD MOTOR COMPANY

Defendant(s)

c/o C T Corporation System, 208 S. Lasalle St.
Ste. 814, Chicago, IL 60604 Address of Defendants

Appearance Filing/Return Date _____

Status Date: System Generated Hearing Date: 1/19/2023 9:30 AM

Trial Date: _____

Time _____ ○ AM ○ PM

Room: Location: Court Room 1501

Please serve as follows: ○ Certified Mail ◉ Sheriff Service ○ Alias (Plaintiff select one)

## SUMMONS

Judge: Simon, John A.

To each Defendant:

YOU ARE SUMMONED and required:

1. To file your written appearance by yourself or your attorney and pay the required fee. To file your appearance you need access to the internet and a credit card for payment. Please visit www.cookcountyclerkofcourt.org to initiate this process. Kiosks with internet access are available at all Clerk's Office locations. Please refer to the last page of this document for location information.
2. File your answer to the complaint before 9:00 am as required by the applicable subsections of Paragraph 3 or 4 in the NOTICE TO THE DEFENDANT on page 3 of this form.

**IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.**

**E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit http://efile.illinoiscourts.gov/service-providers.htm to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit http://www.illinoiscourts.gov/FAQ/gethelp.asp, or talk with your local circuit clerk's office.**

**Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois**
**cookcountyclerkofcourt.org**

FILED DATE: 11/29/2022 12:29 PM 2022112364

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service, and not less than three (3) days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than three (3) days before the day for appearance.

THERE WILL BE A FEE TO FILE YOUR APPEARANCE.

[redacted]

12:29 PM IRIS Y. MARTINEZ

Martinez, Clerk of the Court

f Service: _____

(To be inserted by officer on copy left with Defendant or other person)

FILED DATE: 11/29/2022 12:29 PM 2022112364

Any person wishing to sue or defend a case as an indigent must petition the court to have the fees, costs, and charges associated with the proceedings waived.

Customers may visit www.cookcountyclerkofcourt.org to access the Clerk's filing fees or telephone the Civil Division at (312) 603-5116 with additional questions.

## NOTICE TO PLAINTIFF

You MUST select a return day of:

Not less than 14 or more than 40 days after issuance of summons if amount claimed is $10,000 or less;

Not less than 21 or more than 40 days after issuance of summons if amount claimed is in excess of $10,000.

## NOTICE TO DEFENDANT

1. If the complaint is notarized, your answer must be notarized.

For District 1 Cases Only:

2. On the specified Return Day, one of the following may occur:
   a. If you are sued for $10,000 or less, you need not file an answer unless ordered to do so by the Court.
      i. If Plaintiff is not present, the case may be dismissed for want of prosecution.
      ii. If you have not filed an appearance, or you have filed an appearance and are not present, the Plaintiff may obtain an exparte default judgment against you for the amount claimed.
      iii. If you have filed an appearance and are present on Return Day, trial may be held that day, or may be set for another day certain.
   b. If you are sued for more than $10,000.00, and if you have filed your appearance on time, you must file your answer no later than 10 days after the appearance date (return date) specified on page 1 of this form. If you have not filed your appearance or answer on time, the Plaintiff may obtain an exparte default judgment against you for the amount claimed. If Plaintiff is not present for the Default call, the case may be dismissed for want of prosecution. If you filed your appearance and have not filed your answer on time the Plaintiff may motion the court to enter a judgment.
3. Late filing of an appearance or answer will not relieve you from a judgment or default order except by court order.

For District 2, 3, 4, 5, 6 Cases:

4. If you are sued for more than $10,000, you have 10 days from the Return Day to answer or otherwise plea.
5. On the specified Return Day, if you are sued for $10,000 or less, you need not file an answer unless ordered to do so by the Court.
6. On the specified Status/Trial Day, one of the following may occur:
   a. If Plaintiff is not present, the case may be dismissed for want of prosecution.
   b. If you have not filed an appearance, or you have filed an appearance and are not present, the Plaintiff may obtain an ex parte default judgment against you for the amount claimed.
   c. If you have filed an appearance and are present on Status/Trial Day, trial may be held that day, or may be set for another day certain.



PE23-015 000540 LC SV

FILED DATE: 11/29/2022 12:29 PM 2022112364B

# CLERK OF THE CIRCUIT COURT OF COOK COUNTY OFFICE LOCATIONS

- ◉ Richard J Daley Center
  50 W Washington
  Chicago, IL 60602
- ○ District 2 - Skokie
  5600 Old Orchard Rd
  Skokie, IL 60077
- ○ District 3 - Rolling Meadows
  2121 Euclid
  Rolling Meadows, IL 60008
- ○ District 4 - Maywood
  1500 Maybrook Ave
  Maywood, IL 60153
- ○ District 5 - Bridgeview
  10220 S 76th Ave
  Bridgeview, IL 60455
- ○ District 6 - Markham
  16501 S Kedzie Pkwy
  Markham, IL 60428
- ○ Domestic Violence Court
  555 W Harrison
  Chicago, IL 60607
- ○ Juvenile Center Building
  2245 W Ogden Ave, Rm 13
  Chicago, IL 60602
- ○ Criminal Court Building
  2650 S California Ave, Rm 526
  Chicago, IL 60608

**Daley Center Divisions/Departments**

- ○ Civil Division
  Richard J Daley Center
  50 W Washington, Rm 601
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Chancery Division
  Richard J Daley Center
  50 W Washington, Rm 802
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Domestic Relations Division
  Richard J Daley Center
  50 W Washington, Rm 802
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Civil Appeals
  Richard J Daley Center
  50 W Washington, Rm 801
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Criminal Department
  Richard J Daley Center
  50 W Washington, Rm 1006
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ County Division
  Richard J Daley Center
  50 W Washington, Rm 1202
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Probate Division
  Richard J Daley Center
  50 W Washington, Rm 1202
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Law Division
  Richard J Daley Center
  50 W Washington, Rm 801
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Traffic Division
  Richard J Daley Center
  50 W Washington, Lower Level
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm



PE23-015 000541 LC SV

FILED DATE: 11/29/2022 12:29 PM 2022112364

2120 - Served 2220 - Not Served 2620 - Sec. of State
2121 - Alias Served 2221 - lias Not Served 2621 - Alias Sec. of State
Summons (12/01/20) CCM 0649 A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FILED
11/29/2022 12:29 PM
S Y. MARTINEZ
IRCUIT CLERK
OK COUNTY, IL
urtroom, 1501

[redacted]

Amount Claimed $ 15,000.00

Appearance Filing/Return Date _____

Status Date: System Generated Hearing Date: 1/19/2023 9:30 AM

Trial Date: _____

Time _____ ○ AM ○ PM

Ste. 814, Chicago, IL 60604 Address of Defendants

Room: Location: Court Room 1501

Please serve as follows: ○ Certified Mail ◉ Sheriff Service ○ Alias (Plaintiff select one)

## SUMMONS

Judge: Simon, John A.

To each Defendant:

YOU ARE SUMMONED and required:

1. To file your written appearance by yourself or your attorney and pay the required fee. To file your appearance you need access to the internet and a credit card for payment. Please visit www.cookcountyclerkofcourt.org to initiate this process. Kiosks with internet access are available at all Clerk's Office locations. Please refer to the last page of this document for location information.
2. File your answer to the complaint before 9:00 am as required by the applicable subsections of Paragraph 3 or 4 in the NOTICE TO THE DEFENDANT on page 3 of this form.

**IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.**

**E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit http://efile.illinoiscourts.gov/service-providers.htm to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit http://www.illinoiscourts.gov/FAQ/gethelp.asp, or talk with your local circuit clerk's office.**

**Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois**
**cookcountyclerkofcourt.org**

FILED DATE: 11/29/2022 12:29 PM 20221123648

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service, and not less than three (3) days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than three (3) days before the day for appearance.

THERE WILL BE A FEE TO FILE YOUR APPEARANCE.

[redacted]

ness: _____

2022 12:29 PM IRIS Y. MARTINEZ

is Y. Martinez, Clerk of the Court

)ate of Service: _____

(To be inserted by officer on copy left with Defendant or other person)



PE23-015 000543 LC SV

FILED DATE: 11/29/2022 12:29 PM 2022112364

Any person wishing to sue or defend a case as an indigent must petition the court to have the fees, costs, and charges associated with the proceedings waived.

Customers may visit www.cookcountyclerkofcourt.org to access the Clerk's filing fees or telephone the Civil Division at (312) 603-5116 with additional questions.

## NOTICE TO PLAINTIFF

You MUST select a return day of:

Not less than 14 or more than 40 days after issuance of summons if amount claimed is $10,000 or less;

Not less than 21 or more than 40 days after issuance of summons if amount claimed is in excess of $10,000.

## NOTICE TO DEFENDANT

1. If the complaint is notarized, your answer must be notarized.

For District 1 Cases Only:

2. On the specified Return Day, one of the following may occur:
   a. If you are sued for $10,000 or less, you need not file an answer unless ordered to do so by the Court.
      i. If Plaintiff is not present, the case may be dismissed for want of prosecution.
      ii. If you have not filed an appearance, or you have filed an appearance and are not present, the Plaintiff may obtain an exparte default judgment against you for the amount claimed.
      iii. If you have filed an appearance and are present on Return Day, trial may be held that day, or may be set for another day certain.
   b. If you are sued for more than $10,000.00, and if you have filed your appearance on time, you must file your answer no later than 10 days after the appearance date (return date) specified on page 1 of this form. If you have not filed your appearance or answer on time, the Plaintiff may obtain an exparte default judgment against you for the amount claimed. If Plaintiff is not present for the Default call, the case may be dismissed for want of prosecution. If you filed your appearance and have not filed your answer on time the Plaintiff may motion the court to enter a judgment.
3. Late filing of an appearance or answer will not relieve you from a judgment or default order except by court order.

For District 2, 3, 4, 5, 6 Cases:

4. If you are sued for more than $10,000, you have 10 days from the Return Day to answer or otherwise plea.
5. On the specified Return Day, if you are sued for $10,000 or less, you need not file an answer unless ordered to do so by the Court.
6. On the specified Status/Trial Day, one of the following may occur:
   a. If Plaintiff is not present, the case may be dismissed for want of prosecution.
   b. If you have not filed an appearance, or you have filed an appearance and are not present, the Plaintiff may obtain an ex parte default judgment against you for the amount claimed.
   c. If you have filed an appearance and are present on Status/Trial Day, trial may be held that day, or may be set for another day certain.



PE23-015 000544 LC SV

FILED DATE: 11/29/2022 12:29 PM 2022112364B

# CLERK OF THE CIRCUIT COURT OF COOK COUNTY OFFICE LOCATIONS

- ◉ Richard J Daley Center
  50 W Washington
  Chicago, IL 60602
- ○ District 2 - Skokie
  5600 Old Orchard Rd
  Skokie, IL 60077
- ○ District 3 - Rolling Meadows
  2121 Euclid
  Rolling Meadows, IL 60008
- ○ District 4 - Maywood
  1500 Maybrook Ave
  Maywood, IL 60153
- ○ District 5 - Bridgeview
  10220 S 76th Ave
  Bridgeview, IL 60455
- ○ District 6 - Markham
  16501 S Kedzie Pkwy
  Markham, IL 60428
- ○ Domestic Violence Court
  555 W Harrison
  Chicago, IL 60607
- ○ Juvenile Center Building
  2245 W Ogden Ave, Rm 13
  Chicago, IL 60602
- ○ Criminal Court Building
  2650 S California Ave, Rm 526
  Chicago, IL 60608

**Daley Center Divisions/Departments**

- ○ Civil Division
  Richard J Daley Center
  50 W Washington, Rm 601
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Chancery Division
  Richard J Daley Center
  50 W Washington, Rm 802
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Domestic Relations Division
  Richard J Daley Center
  50 W Washington, Rm 802
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Civil Appeals
  Richard J Daley Center
  50 W Washington, Rm 801
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Criminal Department
  Richard J Daley Center
  50 W Washington, Rm 1006
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ County Division
  Richard J Daley Center
  50 W Washington, Rm 1202
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Probate Division
  Richard J Daley Center
  50 W Washington, Rm 1202
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Law Division
  Richard J Daley Center
  50 W Washington, Rm 801
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm
- ○ Traffic Division
  Richard J Daley Center
  50 W Washington, Lower Level
  Chicago, IL 60602
  Hours: 8:30 am - 4:30 pm



PE23-015 000545 LC SV

**6-Person Jury**

FILED
11/29/2022 12:29 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
Courtroom, 1501

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**
**MUNICIPAL DEPARTMENT, FIRST DISTRICT**

FILED DATE: 11/29/2022 12:29 PM 2022112364

[redacted]

FORD MOTOR COMPANY,

Defendant.

Damages $10,001-15,000

Location: Court Room 1501

Judge: Simon, John A.

**COMPLAINT**

NOW COMES the Plaintiff, [redacted] by and through her attorneys, KROHN & MOSS, LTD., and for her Complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

**PARTIES**

1. Plaintiff, [redacted] ("Plaintiff"), is an individual who resides in the State of Illinois, County of Cook.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Illinois, County of Cook and is engaged in the manufacture, sale and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships including McCarthy Ford, Inc. ("Seller"). Manufacturer does business in all counties of the State of Illinois, including Cook County.

**BACKGROUND**

3. On or about June 3, 2019, Plaintiff purchased from Seller a 2018 Ford EcoSport ("EcoSport"), manufactured by Manufacturer, Vehicle Identification No.

FILED DATE: 11/29/2022 12:29 PM 202211236

MAJ3P1VEXJC[redacted] for valuable consideration (See copy of Plaintiff's Retail Installment Contract, attached hereto as Exhibit "A").

4. The purchase price of the EcoSport totaled $27,920.00.

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the EcoSport was not fit for its ordinary purpose of providing trouble free and reliable transport.

6. In consideration for the purchase of the EcoSport, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, five (5) year or sixty thousand (60,000) mile powertrain coverage as well as other standard warranties outlined in Manufacturer's warranty booklet.

7. On or about June 3, 2019, Plaintiff took possession of the EcoSport and shortly thereafter experienced the defects listed below.

8. The defects described below violate Manufacturer's warranty issued to Plaintiff as well as the implied warranty of merchantability.

9. Plaintiff delivered the EcoSport to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiff avers that the EcoSport has been subject to repair on multiple occasions for the same defects and that the defects remain uncorrected.

11. Plaintiff brought the EcoSport to Seller, and/or an authorized service dealer of Manufacturer, for the following defects that include but are not limited to:

a. Defective engine/electrical system as evidenced by the intermittent illumination of the check engine light and oil pressure light, engine making noise when starting up, vibrating at idle in park and drive, cutting off and vehicle not restarting after fueling;
b. Defective electrical system as evidenced by key fob inoperative;

FILED DATE: 11/29/2022 12:29 PM 20221123648

c. Defective steering/suspension as evidenced by rattling noise in front end; and
d. Any additional defects, whether or not they are contained on any dealer repair orders.

12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the EcoSport.

13. After a reasonable number of attempts and/or reasonable amount of time to cure the defects in Plaintiff's EcoSport, Manufacturer was unable and/or failed to repair the defects as provided in Manufacturer's warranty thus causing Manufacturer's limited remedy to repair the EcoSport to fail of its essential purpose.

14. Plaintiff justifiably lost confidence in the EcoSport's safety and/or reliability.

15. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiffs acceptance of the EcoSport.

16. As a result of the defects, Plaintiff provided written notice to Manufacturer.

17. The EcoSport remains in a defective and unmerchantable condition and continues to exhibit the above-mentioned defects.

18. Plaintiff has been and will continue to be financially damaged by Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiff with a merchantable EcoSport.

## COUNT I
## BREACH OF WRITTEN WARRANTY
## PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
## MANUFACTURER

19. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of her Complaint.

FILED DATE: 11/29/2022 12:29 PM 20221123648

20. Plaintiff is a purchaser of a consumer product who received the EcoSport during the duration of a written warranty period applicable to the EcoSport and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

21. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

22. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the EcoSport was manufactured and purchased after July 4, 1975 and costs in excess of ten dollars ($10.00).

23. Plaintiff's purchase of the EcoSport was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the EcoSport to repair or replace defective parts or take other remedial action free of charge to Plaintiff with respect to the EcoSport in the event that the EcoSport failed to meet the specifications set forth in Manufacturer's warranty.

24. Manufacturer's warranty was the basis of the bargain of the contract between Plaintiff and Manufacturer for the sale of the EcoSport to Plaintiff.

25. Said purchase of Plaintiff's EcoSport was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

26. Plaintiff has met all of her obligations and preconditions as provided in Manufacturer's written warranty.

27. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages and in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

FILED DATE: 11/29/2022 12:29 PM 20221123648

28. Plaintiff avers that upon successfully prevailing upon the Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. The diminution in value of the EcoSport or incurred and/or needed costs of repair and all incidental and consequential damages;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
c. Such other and further relief that the Court deems just and appropriate.

**COUNT II**
**BREACH OF IMPLIED WARRANTY**
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**
**MANUFACTURER**

29. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of her Complaint.

30. The EcoSport purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to Plaintiff.

31. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

32. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

33. Pursuant to 15 U.S.C. §2308, Plaintiff's EcoSport was impliedly warranted to be fit for the ordinary purpose for which the EcoSport was intended.

34. The EcoSport was warranted to pass without objection in the trade under the contract description and was required to conform to the descriptions of the EcoSport contained in the contracts and labels.

FILED DATE: 11/29/2022 12:29 PM 20221123648

35. The above described defects in the EcoSport render the EcoSport unmerchantable and thereby not fit for the ordinary purpose for which the EcoSport was intended and as represented by Manufacturer.

36. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the EcoSport.

37. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. The diminution in value of the EcoSport or incurred and/or needed costs of repair and all incidental and consequential damages;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
c. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted

[redacted]

FILED DATE: 11/29/2022 12:29 PM 2022112364

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**
**MUNICIPAL DEPARTMENT, FIRST DISTRICT**

[redacted]

vs. ) Case No.
) Damages $10,001-15,000
FORD MOTOR COMPANY, )
)
Defendant. )

**SUPREME COURT RULE 222 AFFIDAVIT**

NOW COMES the Plaintiff, [redacted] by and through her attorneys, KROHN & MOSS, LTD., and pursuant to Supreme Court Rule 222, states as follows:

Plaintiff's attorney, first being duly sworn on oath, deposes and states as follows:

1. That I am one of the attorneys representing Plaintiff with regard to the above-captioned matter.

2. I have personal knowledge regarding the facts and circumstances of the above-captioned matter.

3. Plaintiff in the case seeks money damages less than $50,000.00.

4. Upon information and belief, I value the claim of Plaintiff to be less than $50,000.00.

5. Further Affiant sayeth naught.

[redacted]

FILED DATE: 11/29/2022 12:29 PM 20221123648

# EXHIBIT A

# ILLINOIS VEHICLE RETAIL INSTALLMENT CONTRACT

ACCOUNT NO. _____ DATE 06/03/2019

FILED DATE: 11/29/2022 12:29 PM 20221123648

1-800-727-7000

Ford Credit

www.fordcredit.com

| Buyer (and Co-Buyer) Name and Address (including County and Zip Code) | CREDITOR (Seller Name and Address) |
|---|---|
| [redacted] | MCCARTHY FORD, INC.<br>11400 S. PULASKI RD<br>CHICAGO IL 60655 |

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

| New/Used | Mileage | Year and Make | Model | Vehicle Identification Number | Use For Which Purchased |
|---|---|---|---|---|---|
| NEW | 33 | 2018 FORD TRUCK | ECO SPORT | MAJ3P1VEXJ[redacted] | Personal use unless otherwise checked below ☐ Commercial ☐ Agricultural |

Trade-in 2018 FORD (Year and Make) $ 23900.00 (Gross Allowance) $ 28311.00 (Amount Owing)

## ITEMIZATION OF AMOUNT FINANCED

| | | |
|---|---|---|
| 1. Cash Price | | $ 27920.00 (1) |
| 2. Down Payment | | |
| Third Party Rebate Assigned to Creditor | | $ N/A |
| Cash Down Payment | | $ 1000.00 |
| N/A | | $ N/A |
| Trade-in (Description Above) | | $ 0.00 |
| Total Down Payment | | $ 1000.00 (2) |
| 3. Unpaid Balance of Cash Price (1 minus 2) | | $ 26920.00 (3) |
| 4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts) | | |
| To Public Officials | | |
| (i) for license, title & registration fees | $ 196.00 ; | |
| (ii) for filing fees | $ N/A ; | |
| (iii) for taxes (not in Cash Price) | $ 416.36 | $ 612.36 |
| To Insurance Companies for: | | |
| Credit Life Insurance | | $ N/A |
| Credit Disability Insurance | | $ N/A |
| N/A | | $ N/A |
| N/A | | $ N/A |
| To FMCC for PRIOR BALANCE | | $ 4411.00 |
| To FORD GAP for GAP PREMIUM | | $ 600.00 |
| To MCCARTHY FORD, IN for DOC FEE | | $ 179.81 |
| To CVR for OPTIONAL ERT FEE | | $ 25.00 |
| To N/A for N/A | | $ N/A |
| To N/A for N/A | | $ N/A |
| To N/A for N/A | | $ N/A |
| To N/A for N/A | | $ N/A |
| To N/A for N/A | | $ N/A |
| Total | | $ 5828.17 (4) |
| 5. Amount Financed (3 plus 4) | | $ 32748.17 (5) |

## INSURANCE

**YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.**
**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.**
**CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.**

Credit ☐ Life N/A
Insurance Company
$ N/A (Premium) N/A (Insured(s))
Credit Life Insurance is for the term of the contract. You want Credit Life Insurance.
N/A
Buyer Signs
N/A
Co-Buyer Signs

Credit ☐ Disability N/A
Insurance Company
$ N/A (Premium) N/A (Insured(s))
Credit Disability Insurance is for the term of the contract. You want Credit Disability Insurance.
N/A
Buyer Signs
N/A
Co-Buyer Signs

OTHER OPTIONAL INSURANCE

| Coverage and Insurance Company | Premium and Term in Months |
|---|---|
| N/A | |

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate | FINANCE CHARGE<br>The dollar amount the credit will cost you | Amount Financed<br>The amount of credit provided to you or on your behalf | Total of Payments<br>The amount you will have paid when you have made all scheduled payments | Total Sale Price<br>The total cost of your purchase on credit, including your downpayment 1000.00 of $ |
|---|---|---|---|---|
| 7.00 | 8719.51 | 32748.17 | 41467.68 | 42467.68 |

PE23-015 00054 LC SV

| | | | |
|---|---|---|---|
| To N/A | for N/A | $ N/A | |
| To N/A | for N/A | $ N/A | |
| To N/A | for N/A | $ N/A | |
| To N/A | for N/A | $ N/A | |
| To N/A | for N/A | $ N/A | |
| Total | | $ 5828.17 | (4) |

5. **Amount Financed** (3 plus 4) $ 32748.17 (5)

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
|---|---|---|---|---|
| The cost of your credit as a yearly rate | The dollar amount the credit will cost you | The amount of credit provided to you or on your behalf | The amount you will have paid when you have made all scheduled payments | The total cost of your purchase on credit, including your downpayment of $ 1000.00 |
| 7.99 % | $ 8719.51 | $ 32748.17 | $ 41467.68 | $ 42467.68 |

**Your Payment Schedule will be:**

| Number of Payments | Amount of Payments | When Payments are Due |
|---|---|---|
| | | Monthly unless otherwise checked ☐ Semi-Annually ☐ Annually |
| 72 | 575.94 | starting JULY 18, 2019 |
| N/A | N/A | N/A |
| N/A | N/A | N/A |
| N/A | N/A | N/A |

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.
**Security Interest:** You are giving a security interest in the vehicle being purchased.
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or $10.00, whichever is greater.
**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

**COMMERCIAL USE CONTRACT LATE PAYMENT:** If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5% of the late amount or $50.00, whichever is less.

## BALLOON CONTRACT PROVISIONS

☐ Your last scheduled payment under this contract is a balloon payment.

**EXCESS WEAR, USE AND MILEAGE CHARGES**

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

**Anti-Theft Product (Optional)**

The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

| | | |
|---|---|---|
| N/A | $ N/A | Term N/A |
| N/A | $ N/A | Term N/A |
| N/A | $ N/A | Term N/A |

**Buyer Signs** X N/A

**Any change in this contract must be in writing and signed by you and the Creditor.**

**Buyer Signs** X

**Co-Buyer Signs** X N/A

**YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.**

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

☐ Disability N/A Insurance Company

$ N/A Premium N/A Insured(s)

Credit Disability Insurance is for the term of the contract. You want Credit Disability Insurance.

N/A
Buyer Signs

N/A
Co-Buyer Signs

## OTHER OPTIONAL INSURANCE

| Coverage and Insurance Company | Premium and Term in Months |
|---|---|
| N/A | $ N/A |
| By N/A | N/A |
| N/A | $ N/A |
| By N/A | N/A |

You want the optional insurance for which premiums are included above.

N/A
Buyer Signs

N/A
Co-Buyer Signs

**The amount and coverages for any credit insurance purchased are shown in a notice or agreement given to you today. Any credit insurance which you buy may be cancelled within 15 days of the date of this contract. To do so, send a written request to the Assignee named below, signed by you, any Co-Buyer, and any Guarantor. Upon cancellation, the entire charge for the credit insurance shall be refunded or credited to you.**

**Debt Cancellation Waiver Addendum (Optional)**

Purchase of the debt cancellation waiver is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into the contract. By signing below you agree to purchase the debt cancellation waiver for the price set forth on this contract in the itemization of Amount Financed under section 4.

Buyer Signs _____

**DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED**

FILED DATE: 11/29/2022 12:29 PM 20221123648

Your last scheduled payment under this contract.

**:SS WEAR, USE AND MILEAGE CHARGES**

box directly above is checked, this section, Paragraph B, and Paragraph C of this act apply. You may be charged for excessive wear based upon our standards for al use. If you exercise the option to transfer ownership of the vehicle to Creditor r Paragraph B, you must pay the Creditor $0. N/A per mile for each mile in ss of N/A miles shown on the odometer.

**Theft Product (Optional)**

purchase of anti-theft product(s) is optional and not required to obtain credit, even if roduct(s) is already installed on the vehicle you selected. You may purchase anti-theft uct(s) from the person of your choice. By signing below, you agree to purchase the theft product(s) at the price disclosed.

| | | |
|---|---|---|
| | $ N/A | Term N/A |
| | $ N/A | Term N/A |
| | $ N/A | Term N/A |

er Signs X N/A

**change in this contract must be in writing and signed by you and the Creditor.**

er X
ns

Buyer X N/A
ns

**U ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.**

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

**DISCLOSURE OF 36% RATE CAP**

**retailer shall not contract for or receive charges exceeding a 36% annual ercentage rate on the unpaid balance of the amount financed for a retail stallment contract, as calculated under the Illinois Predatory Loan revention Act (PLPA APR)**

**ny retail installment contract with a PLPA APR over 36% is null and void, uch that no person or entity shall have any right to collect, attempt to collect, eceive, or retain any principal, fee, interest, or charges related to the retail stallment contract.**

**he annual percentage rate disclosed in any retail installment contract may e lower than the PLPA APR.**

**Borrower Signature** X N/A **Co-Borrower Signature (If Applicable)** X

## NOTICE TO THE BUYER

1. **Do not sign this agreement before you read it or if it contains any blank spaces.**
2. **You are entitled to an exact copy of the agreement that you sign.**
3. **Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.**

**Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.**

**RETAIL INSTALLMENT CONTRACT**

**Buyer Signs** X

**Co-Buyer Signs** X N/A

**Seller** MCCARTHY FORD, INC.

**By** X **Title**

**THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.**

**below, signed by you, any Co-Buyer, and any Guarantor. Upon cancellation, the entire charge for the credit insurance shall be refunded or credited to you.**

**Debt Cancellation Waiver Addendum (Optional)**

Purchase of the debt cancellation waiver is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into the contract. By signing below you agree to purchase the debt cancellation waiver for the price set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer Signs

**DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE.**

**THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2020, WAS $300. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF $300 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.**

**ACCORDING TO THE OFFICE OF THE ILLINOIS ATTORNEY GENERAL, CONSUMER FRAUD BUREAU, THE MAXIMUM ALLOWABLE DOCUMENT FEE FOR THE 2019 CALENDAR YEAR IS $ N/A**

## ASSIGNMENT

**... that person will then have all Seller's rights, privileges, and remedies. By signing below, the**

FILED DATE: 11/29/2022 12:29 PM 20221123648

# Krohn & Moss, Ltd.

*Main Office*
*10 N. Dearborn St, 3rd Floor*
*Chicago, IL 60602*
*www.yourlemonlawrights.com*

*Writer's Direct Number*
*(312) 578-9428 Ext. 216*
*Writer's Direct Facsimile*
*(866) 309-9458*
*Writer's Direct E-Mail*
*gmoss@consumerlawcenter.com*
*www.yourlemonlawrights.com*

*Writer licensed to practice only in:*
*Illinois*
*Wisconsin*

October 19, 2022

**SENT VIA E-MAIL**
**ogcclaim@ford.com**

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121

**RE:** **Shelia Davis v. Ford Motor Company**
Vehicle: 2018 Ford EcoSport
VIN: MAJ3P1VEXJ [redacted]

Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

**Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.**

**Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.**

There are defects present in my client's vehicle for which relief is sought and numerous attempts to repair the vehicle have been unsuccessful. The defects include, but are not limited to:

1. Defective engine/electrical system as evidenced by the intermittent illumination of the check engine light and oil pressure light, engine making noise when starting up, vibrating at idle in park and drive, cutting off and vehicle not restarting after fueling;
2. Defective electrical system as evidenced by key fob inoperative;
3. Defective steering/suspension as evidenced by rattling noise in front end; and
4. Any additional defects, whether or not they are contained on any dealer repair orders.

Because of the defects, my client has justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take her car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

> Based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow her the opportunity or permit her to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified in writing of your breach of warranty and of my client's intent to pursue claims for breach of warranty in a court of law should you fail to amicably resolve this matter. Please be advised that pursuant to Uniform Commercial Code §2-711(3), my client has a security interest in the vehicle. Unless you are willing to accept the return of the vehicle and reimburse my client for all monies paid on the vehicle, my client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be wrongful and may subject you to liability for conversion and for wrongful

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

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code §9-404, that you file a termination statement within ten (10) days to terminate your security interest and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code §9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client requests the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defects and payment of our attorneys' fees pursuant to the fee-shifting provision of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort will be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.





# McCARTHY Ford

11400 S. Pulaski Rd. Chicago, IL 60655
Phone (773) 239-7900

[redacted]

LABOR & PARTS----------

J# 1 06FOZOENGD DIAGNOSIS TECH(S):1090 WARRANTY

C/S CEL IS BACK ON. VEHICLE FEELS LIKE IT WANTS TO CUT OFF
AGAIN
VERIFIED CONCERN. PERFORM PINPOINT TESTS. REPLACED PCM.
RETESTED, OK

| PARTS------QTY---FP-NUMBER---------- | DESCRIPTION---------- | UNIT PRICE- | |
|---|---|---|---|
| JOB # 1 1 HA6Z-12A650-F | MODULE 235720 | | WARRANTY |
| | | JOB # 1 TOTAL PARTS | 0.00 |
| | | JOB # 1 TOTAL LABOR & PARTS | 0.00 |

| SUBLET-----PO#--------VEND INV#-INV.DATE- | DESCRIPTION---------- | | |
|---|---|---|---|
| JOB # 1 98264 | RENTAL | | INTERNAL |
| | | TOTAL - SUBLET | 0.00 |

COMMENTS----------

DELETED OPERATION(S)----------
30FOZ99P MULTI-POINT INSP

TOTALS----------

[redacted]

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

STATEMENT OF DISCLAIMER

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

"The dealership utilizes the hours published in the Factory Labor Time Guide, Chilton Manual and/or Motors Crash Book, 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."

QualityCare at your service

Motorcraft Ford

The Reynolds and Reynolds Company ERA/NTINVE CC600342 Q (05/04)

McCARTHY Ford
11400 S. Pulaski Rd. Chicago, IL 60655
Phone (773) 239-7900

[redacted]

J# 1 30FOZEEC EEC DIAGNOSTICS TECH(S):1090 INTERNAL

C/S CEL IS ON AGAIN. VEHICLE WILL NOT RESTART AFTER
FUELING. SEE HISTORY
PERFORMED EEC TEST HAS CODE FOR LOW VOLTAGE REPLACED BATTERY
RETEST OK REPLACED AS GOODWILL.

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE |
|---|---|---|---|---|
| JOB # 1 | 1 | BAGM-48H6-760 | BATTERY 750867 | INTERNAL |
| JOB # 1 | -1 | BAGM-48H6-760 | CORE RETURN | INTERNAL |

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 30FOZ99P MULTI-POINT INSP TECH(S):9999 0.00

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

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE |
|---|---|---|---|---|

JOB # 2 TOTAL PARTS 0.00

JOB # 2 TOTAL LABOR & PARTS 0.00

COMMENTS
VEHICLE BEING TOWED IN 6/21

TOTALS

[redacted]

| | |
|---|---|
| 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** |

**********

STATEMENT OF DISCLAIMER

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

"The dealership utilizes the hours published in the Factory Labor Time Guide, Chilton Manual and/or Motors Crash Book, 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."

QualityCare at your service

Motorcraft

The Reynolds

# McCARTHY Ford

11400 S. Pulaski Rd. Chicago, IL 60655
Phone (773) 239-7900

[redacted]

J# 1 06FUZOENED DIAGNOSIS TECH(S):76589 WARRANTY

OIL PRESSURE LIGHT IS ON
CHECK PRESSURE. 6PSI AT 720RPM. ALSO, ENGINE RATTLE. REMOVE
CAT CONVERTER INSPECT TURBO FOUND DAMAGE. REMOVE ENGINE OIL
PAN FOUND OIL PUMP SCREEN FULL WITH PARTICLES FROM OIL PUMP
AND TIMING BELT. REPLACE ENGINE, TURBO, COOLER PIPES,
COOLANT AND OIL SEALS. RECHECK, OK. ROAD TESTED, OK

568667
1207

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 1 | 1 | AY1Z-3R827-A | BOLT 641585 | | WARRANTY |
| JOB # 1 | 6 | F1FZ-6379-A | BOLT - 752018 | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6L092-A | TUBE AS 647034 | | WARRANTY |
| JOB # 1 | 1 | 4R8Z-6N652-A | GASKET 611378 | | WARRANTY |
| JOB # 1 | 4 | -W716271-S437 | NUT 665073 | | WARRANTY |
| JOB # 1 | 12 | -W715309-S300 | STUD 578339 | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6K679-B | PIPE - 823336 | | WARRANTY |
| JOB # 1 | 1 | F1FZ-9N454-G | HEAT SH 793775 | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6K682-L | TURBOCH 137432 | | WARRANTY |
| JOB # 1 | 1 | G1FZ-6006-A | SERVICE 799303 | | WARRANTY |
| JOB # 1 | 1 | CM5Z-9229-A | KIT - O 607314 | | WARRANTY |
| JOB # 1 | 1 | CM5Z-8501-A | PUMP AS 646777 | | WARRANTY |
| JOB # 1 | 1 | CM5Z-8575-D | THERMOS 216958 | | WARRANTY |
| JOB # 1 | 1 | AA5Z-9E583-A | SEAL 443989 | | WARRANTY |
| JOB # 1 | 1 | CM5Z-8255-A | GASKET 647042 | | WARRANTY |
| JOB # 1 | 4 | -W716271-S437 | NUT 665073 | | WARRANTY |
| JOB # 1 | 1 | CM5Z-9450-A | GASKET 649286 | | WARRANTY |
| JOB # 1 | 1 | GN1Z-5A215-A | CLAMP - 125427 | | WARRANTY |
| JOB # 1 | 2 | VC-13DL-G | ANTI-FR 380139 | | WARRANTY |
| JOB # 1 | 5 | XO-5W20-BSP | OIL - E 521145 | | WARRANTY |
| JOB # 1 | 3 | CM5Z-9439-A | GASKET 689365 | | WARRANTY |
| JOB # 1 | 2 | CM5Z-6C535-A | SEAL - 647035 | | WARRANTY |
| JOB # 1 | 1 | BE8Z-6731-AC | FILTER 516303 | | WARRANTY |
| JOB # 1 | 3 | SP-538-A | SPARK P 708946 | | WARRANTY |

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 30FOZ90P MULTI-POINT INSP TECH(S):76589 0.00

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

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|

JOB # 2 TOTAL PARTS 0.00

JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3+30FOZZCBATT GREEN BATTERY TECH(S):99999 INTERNAL

CHECKED AND OK AT THIS TIME

STATEMENT OF DISCLAIMER

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

"The dealership utilizes the hours published in the Factory Labor Time Guide, Chilton Manual and/or Motors Crash Book, 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."

QualityCare at your service

Motorcraft Ford

The Reynolds and Reynolds Company ERAINTINVE CC600342 Q (05/04)

 [CONTINUED ON NEXT PAGE] 07:19am

[redacted]

| LN# | RO.NO. | RO. DATE.. | MILES. | ADV/TECH | J# | T | OPERATION CODE. | DESCRIPTION..... |
|---|---|---|---|---|---|---|---|---|
| 1 | 396504 | 09/13/2022 | 63885 | A 1906 | | | | |
| | | | | T 48284 | 1 | C | 30FOZWRKS | THE WORKS-GAS EN |
| | | | | T 48284 | 2 | C | 30FOZ99P | MULTI-POINT INSP |
| | | | | T 48284 | 3 | I | 10FOZBLB | BULBS EXTERIOR |
| | | | | T 99999 | 4 | I | 30FOZZGBATT | GREEN BATTERY |
| | | | | T 99999 | 5 | I | 30FOZZGTIRE | GREEN TIRE |
| | | | | T 99999 | 6 | I | 30FOZZRBK | RED BRAKE |
| 2 | 394517 | 08/02/2022 | 61935 | A 1906 | | | | |
| | | | | T 62374 | 1 | C | 19FOZ | RADIO |
| | | | | T 48284 | | | | |
| | | | | T 62374 | 2 | W | 30FOZEEC | EEC DIAGNOSTICS |
| | | | | T 62374 | 3 | I | 10FOZ | ELECTRICAL RPRS |
| | | | | T 64663 | | | | |
| 3 | 392515 | 06/22/2022 | 61122 | A 1906 | | | | |
| | | | | T 1090 | 1 | W | 06FOZ0ENGD | DIAGNOSIS |
| | | | | T 99999 | 2 | W | 31FOZLOANER | LOANER CAR |
| | | | | T 99999 | 3 | W | 31FOZ | MISCELLANEOUS IT |
| 4 | 392468 | 06/22/2022 | 61106 | A 1906 | | | | |
| | | | | T 1090 | 1 | I | 30FOZEEC | EEC DIAGNOSTICS |
| | | | | T 99999 | 2 | C | 30FOZ99P | MULTI-POINT INSP |
| 5 | 391286 | 05/27/2022 | 59485 | A 77380 | | | | |
| | | | | T 1090 | 1 | C | 30FOZWRKS | THE WORKS-GAS EN |
| | | | | T 1090 | 2 | C | 10FOZ | ELECTRICAL RPRS |
| | | | | T 1090 | 3 | C | 30FOZ99P | MULTI-POINT INSP |
| | | | | T 1090 | 4 | I | 30FOZZTEXT | TEXTING TOOL |
| | | | | T 99999 | 5 | I | 30FOZZGBATT | GREEN BATTERY |
| | | | | T 99999 | 6 | I | 30FOZZRTIRE | RED TIRE |
| | | | | T 99999 | 7 | I | 30FOZZRBK | RED BRAKE |
| 6 | 386245 | 02/22/2022 | 54490 | A 1906 | | | | |
| | | | | T 23435 | 1 | C | 03FOZ | STEERING/SUSPENS |
| | | | | T 23435 | 2 | C | 06FOZ0ENGD | DIAGNOSIS |
| | | | | T 23435 | 3 | C | 30FOZ99P | MULTI-POINT INSP |
| 7 | 385836 | 02/14/2022 | 53948 | A 15843 | | | | |
| | | | | T 5750 | 1 | C | 03FOZ0DIAG | DIAGNOSIS |
| | | | | T 5750 | 2 | C | 12FOZEECMISC | EEC MISC. |
| | | | | T 5750 | 3 | C | 01FOZ | WHEELS-HUBS-DRUM |
| | | | | T 5750 | 4 | C | 30FOZ99P | MULTI-POINT INSP |
| 8 | 385018 | 01/27/2022 | 53948 | A 15843 | | | | |
| | | | | T 76589 | 1 | W | 10FOZ | ELECTRICAL RPRS |
| | | | | T 99999 | 2 | I | 31FOZLOANER | LOANER CAR |
| 9 | 384103 | 01/10/2022 | 53947 | A 15843 | | | | |
| | | | | T 76589 | 1 | W | 06FOZ0ENGD | DIAGNOSIS |
| | | | | T 76589 | 2 | C | 30FOZ99P | MULTI-POINT INSP |
| | | | | T 99999 | 3 | W | 30FOZZGBATT | GREEN BATTERY |
| | | | | T 99999 | 4 | I | 30FOZZYTIRE | YELLOW TIRE |
| | | | | T 99999 | 5 | I | 30FOZZYBK | YELLOW BRAKE |
| | | | | T 99999 | 6 | W | 31FOZLOANER | LOANER CAR |
| 10 | 382534 | 12/07/2021 | 49275 | A 79345 | | | | |
| | | | | T 51975 | 1 | I | 10FOZPATSKEY | PATS KEY |
| | | | | T 99999 | 2 | I | 31FOZLOANER | LOANER CAR |

[redacted]

| LN# | RO.NO. | RO. DATE.. | MILES. | ADV/TECH | J# | T | OPERATION CODE. | DESCRIPTION..... |
|---|---|---|---|---|---|---|---|---|
| | | | T | 55499 | 5 | C | 30FOZ117P | OIL AND FILTER C |
| | | | T | 55499 | 6 | C | 30FOZ121P | ROTATE TIRES CL |
| | | | T | 99999 | 7 | I | 30FOZZGTIRE | GREEN TIRE |
| | | | T | 99999 | 8 | I | 30FOZZGBK | GREEN BRAKE |
| 20 | 351941 | 04/13/2020 | 21504 A | 64615 | | | | |
| | | | T | 58025 | 1 | C | 30FOZ117P | OIL AND FILTER C |
| | | | T | 58025 | 2 | C | 30FOZ121P | ROTATE TIRES CL |
| | | | T | 99999 | 3 | I | 30FOZ99P | MULTI-POINT INSP |
| | | | T | 99999 | 4 | I | 30FOZZGBATT | GREEN BATTERY |
| | | | T | 99999 | 5 | I | 30FOZZGTIRE | GREEN TIRE |
| | | | T | 99999 | 6 | I | 30FOZZGBK | GREEN BRAKE |
| 21 | 351118 | 03/19/2020 | 20518 A | 1906 | | | | |
| | | | T | 64710 | 1 | I | 10FOZ | ELECTRICAL RPRS |
| | | | T | 64710 | 2 | W | 19FOZ | RADIO |
| 22 | 350759 | 03/12/2020 | 20074 A | 64615 | | | | |
| | | | T | 55499 | 1 | W | 10FOZ | ELECTRICAL RPRS |
| | | | T | 55499 | 2 | W | 17FOZ | HEAT/AC/SPEEDO/W |
| | | | T | 99999 | 3 | I | 30FOZ99P | MULTI-POINT INSP |
| | | | T | 99999 | 4 | I | 30FOZZGBATT | GREEN BATTERY |
| | | | T | 99999 | 5 | I | 30FOZZGTIRE | GREEN TIRE |
| | | | T | 99999 | 6 | I | 30FOZZGBK | GREEN BRAKE |
| 23 | 347297 | 01/10/2020 | 16037 A | 64615 | | | | |
| | | | T | 62374 | 1 | C | 30FOZ117P | OIL AND FILTER C |
| | | | T | 62374 | 2 | C | 30FOZ121P | ROTATE TIRES CL |
| | | | T | 99999 | 3 | I | 30FOZ99P | MULTI-POINT INSP |
| | | | T | 62374 | 4 | W | 10FOZ | ELECTRICAL RPRS |
| | | | T | 99999 | 5 | I | 30FOZZGBATT | GREEN BATTERY |
| | | | T | 99999 | 6 | I | 30FOZZGTIRE | GREEN TIRE |
| | | | T | 99999 | 7 | I | 30FOZZGBK | GREEN BRAKE |
| 24 | 345988 | 12/14/2019 | 14224 A | 48662 | | | | |
| | | | T | 62374 | 1 | C | 01FOZ1TIRE | TIRE SERVICE (1) |
| | | | T | 99999 | 2 | C | 30FOZ99P | MULTI-POINT INSP |
| | | | T | 99999 | 3 | I | 30FOZZGBATT | GREEN BATTERY |
| | | | T | 99999 | 4 | I | 30FOZZGTIRE | GREEN TIRE |
| | | | T | 99999 | 5 | I | 30FOZZGBK | GREEN BRAKE |
| 25 | 343510 | 10/31/2019 | 10802 A | 39257 | | | | |
| | | | T | 64710 | 1 | C | 30FOZ117P | OIL AND FILTER C |
| | | | T | 64710 | 2 | C | 30FOZ121P | ROTATE TIRES CL |
| | | | T | 64710 | 3 | C | 30FOZ99P | MULTI-POINT INSP |
| | | | T | 99999 | 4 | I | 30FOZZGBATT | GREEN BATTERY |
| | | | T | 99999 | 5 | I | 30FOZZGTIRE | GREEN TIRE |
| | | | T | 99999 | 6 | I | 30FOZZGBK | GREEN BRAKE |
| 26 | 322694 | 11/06/2018 | 1 A | 48662 | | | | |
| | | | T | 55898 | 1 | I | 90FOFUSION | PREP ECOSPORT |

[redacted]

| LN# | RO.NO. | RO. DATE.. | MILES. | ADV/TECH | J# | T | OPERATION CODE. | DESCRIPTION..... |
|---|---|---|---|---|---|---|---|---|
| 11 | 379982 | 10/16/2021 | 49275 | A 77380 | | | | |
| | | | | T 64663 | 1 | I | 30FOZWRKS | THE WORKS-GAS EN |
| | | | | T 64663 | 2 | C | 30FOZ99P | MULTI-POINT INSP |
| | | | | T 99999 | 3 | I | 30FOZZTEXT | TEXTING TOOL |
| | | | | T 64663 | 4 | W | 10FOZ | ELECTRICAL RPRS |
| | | | | T 64663 | 5 | I | 06FOZ0ENGD | DIAGNOSIS |
| 12 | 368942 | 03/22/2021 | 37540 | A 41507 | | | | |
| | | | | T 76342 | 1 | I | 01FOZ | WHEELS-HUBS-DRUM |
| | | | | T 99999 | 2 | I | 30FOZ99P | MULTI-POINT INSP |
| | | | | T 76342 | 3 | C | 30FOZ117P | OIL AND FILTER C |
| | | | | T 76342 | 4 | C | 30FOZ121P | ROTATE TIRES CL |
| | | | | T 99999 | 5 | I | 30FOZZGBATT | GREEN BATTERY |
| | | | | T 99999 | 6 | I | 30FOZZGTIRE | GREEN TIRE |
| | | | | T 99999 | 7 | I | 30FOZZGBK | GREEN BRAKE |
| 13 | 364479 | 12/21/2020 | 34450 | A 48662 | | | | |
| | | | | T 62374 | 1 | C | 01FOZTIREFIX | TIRE REPAIR |
| 14 | 363295 | 11/25/2020 | 34010 | A 48662 | | | | |
| | | | | T 75103 | 1 | W | 17FOZ | HEAT/AC/SPEEDO/W |
| | | | | T 75103 | 2 | C | 01FOZ | WHEELS-HUBS-DRUM |
| | | | | T 75103 | 3 | C | 02FOZ | BRAKES |
| | | | | T 99999 | 4 | C | 30FOZ99P | MULTI-POINT INSP |
| | | | | T 99999 | 5 | I | 30FOZZGBATT | GREEN BATTERY |
| | | | | T 99999 | 6 | I | 30FOZZGTIRE | GREEN TIRE |
| | | | | T 99999 | 7 | I | 30FOZZGBK | GREEN BRAKE |
| 15 | 362384 | 11/06/2020 | 33352 | A 74804 | | | | |
| | | | | T 52141 | 1 | C | 32FOZTRANS | *TRANSMISSION FL |
| | | | | T 52141 | 2 | I | 12FOZ | ELECTRONIC ENG C |
| | | | | T 99999 | 3 | I | 30FOZ99P | MULTI-POINT INSP |
| 16 | 361141 | 10/13/2020 | 32211 | A 73952 | | | | |
| | | | | T 55898 | 1 | C | 30FOZ99P | MULTI-POINT INSP |
| | | | | T 55898 | 2 | C | 30FOZ117P | OIL AND FILTER C |
| | | | | T 55898 | 3 | C | 30FOZ121P | ROTATE TIRES CL |
| | | | | T 99999 | 4 | I | 30FOZZGBATT | GREEN BATTERY |
| | | | | T 99999 | 5 | I | 30FOZZGTIRE | GREEN TIRE |
| | | | | T 99999 | 6 | I | 30FOZZGBK | GREEN BRAKE |
| 17 | 358185 | 08/17/2020 | 29123 | A 41507 | | | | |
| | | | | T 55499 | 1 | I | 01FOZTIREFIX | TIRE REPAIR |
| 18 | 357142 | 07/28/2020 | 28076 | A 41507 | | | | |
| | | | | T 55499 | 1 | W | 20FOZ | BODY |
| | | | | T 55499 | 2 | I | 03FOZ | STEERING/SUSPENS |
| | | | | T 55499 | 3 | I | 30FOZ99P | MULTI-POINT INSP |
| | | | | T 55499 | 4 | I | 20FOZBDYINT | BODY INTERIOR-MI |
| | | | | T 99999 | 5 | I | 30FOZZGBATT | GREEN BATTERY |
| | | | | T 99999 | 6 | I | 30FOZZGTIRE | GREEN TIRE |
| | | | | T 99999 | 7 | W | 31FOZLOANER | LOANER CAR |
| 19 | 356448 | 07/15/2020 | 26936 | A 48662 | | | | |
| | | | | T 55499 | 1 | I | 20FOZ | BODY |
| | | | | T 99999 | 2 | C | 30FOZ99P | MULTI-POINT INSP |
| | | | | T 55499 | 3 | C | 01FOZ | WHEELS-HUBS-DRUM |
| | | | | T 55499 | 4 | I | 20FOZINSTPNL | INSTRUMENT PANEL |

# ILLINOIS VEHICLE RETAIL INSTALLMENT CONTRACT

ACCOUNT NO. _____ DATE _____

| 1-800-727-7000<br>Ford<br>FORD CREDIT<br>www.fordcredit.com | Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) | CREDITOR (Seller Name and Address) |
|---|---|---|

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

| New/Used | Mileage | Year and Make | Model | Vehicle Identification Number | Use For Which Purchased |
|---|---|---|---|---|---|
| | | | | | Personal use unless otherwise checked below<br>☐ Commercial ☐ Agricultural |

Trade-in _____ $ _____ $ _____
Year and Make — Gross Allowance — Amount Owing

## ITEMIZATION OF AMOUNT FINANCED

1. **Cash Price** ..... $ _____ (1)
2. **Down Payment**
   - **Third Party Rebate Assigned to Creditor** ..... $ _____
   - **Cash Down Payment** ..... $ _____
   - _____ $ _____
   - **Trade-in** (Description Above) ..... $ _____
   - **Total Down Payment** ..... $ _____ (2)
3. **Unpaid Balance of Cash Price** (1 minus 2) ..... $ _____ (3)
4. **Amounts paid on your behalf (Seller may be retaining a portion of these amounts)**
   - **To Public Officials**
     - (i) for license, title & registration fees $ _____;
     - (ii) for filing fees $ _____;
     - (iii) for taxes (not in Cash Price) $ _____ $ _____
   - **To Insurance Companies for:**
     - **Credit Life Insurance** ..... $ _____
     - **Credit Disability Insurance** ..... $ _____
     - _____ ..... $ _____
     - _____ ..... $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
   - **Total** ..... $ _____ (4)
5. **Amount Financed** (3 plus 4) ..... $ _____ (5)

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE<br>*The cost of your credit as a yearly rate* | FINANCE CHARGE<br>The dollar amount the credit will cost you | Amount Financed<br>The amount of credit provided to you or on your behalf | Total of Payments<br>The amount you will have paid when you have made all scheduled payments | Total Sale Price<br>The total cost of your purchase on credit, including your downpayment |
|---|---|---|---|---|
| _____ % | $ _____ | $ _____ | $ _____ | of $ _____<br>$ _____ |

Your Payment Schedule will be:

| Number of Payments | Amount of Payments | When Payments are Due |
|---|---|---|

## INSURANCE

**YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.**
**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.**
**CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.**

Credit
☐ Life _____
Insurance Company
$ _____ _____
Premium Insured(s)
Credit Life Insurance is for the term of the contract. You want Credit Life Insurance.
_____
Buyer Signs
_____
Co-Buyer Signs

Credit
☐ Disability _____
Insurance Company
$ _____ _____
Premium Insured(s)
Credit Disability Insurance is for the term of the contract. You want Credit Disability Insurance.
_____
Buyer Signs
_____
Co-Buyer Signs

OTHER OPTIONAL INSURANCE

| Coverage and Insurance Company | Premium and Term in Months |
|---|---|
| | $ _____ |

By _____

days late. The charge is 5 percent of the late amount or $15.00, whichever is less.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

**COMMERCIAL USE CONTRACT LATE PAYMENT:** If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5% of the late amount or $50.00, whichever is less.

**BALLOON CONTRACT PROVISIONS**

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

**EXCESS WEAR, USE AND MILEAGE CHARGES**

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

[redacted]

**Anti-Theft Product (Optional)**

The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

_____ $ N/A Term N/A
_____ $ N/A Term N/A
_____ $ N/A Term N/A

Buyer Signs X _____

Co-Buyer Signs _____

**The amount and coverages for any credit insurance purchased are shown in a notice or agreement given to you today. Any credit insurance which you buy may be cancelled within 15 days of the date of this contract. To do so, send a written request to the Assignee named below, signed by you, any Co-Buyer, and any Guarantor. Upon cancellation, the entire charge for the credit insurance shall be refunded or credited to you.**

**Debt Cancellation Waiver *Addendum (Optional)***

*urchase of the debt cancellation* waiver is optional *nd* is not required to obtain credit. The terms and *onditions* of the debt cancellation waiver are set *rth in the attached Addendum which is corporated* into the contract. By signing below you *gree* to purchase the debt cancellation waiver for *e* price set forth on this contract in the itemization of Amount Financed under section 4.

[redacted]

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

**NOTICE TO THE BUYER**

1. **Do not sign this agreement before you read it or if it contains any blank spaces.**
2. **You are entitled to an exact copy of the agreement that you sign.**
3. **Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.**

**Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.**

**RETAIL INSTALLMENT CONTRACT**

Buyer Signs X _____

Co-Buyer Signs X _____

Seller _____

By X _____ Title _____

**THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.**

**DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN *OFFICIAL* FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE.**

**THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS $150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF $150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.**

**ACCORDING TO THE OFFICE OF THE ILLINOIS ATTORNEY GENERAL, CONSUMER FRAUD BUREAU, THE MAXIMUM ALLOWABLE DOCUMENT FEE FOR THE _____ CALENDAR YEAR IS $ _____**

**ASSIGNMENT**

**Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to _____ ("Assignee").**



# LAW OFFICE OF KURT BRUDERLY

The Lemon Law Attorneys

1119 Adams Street, 2nd Floor
Toledo, OH 43604
Phone/Fax (419) 492-4200
Text (734) 207-3377
teri@thelemonlawattorneys.com

January 9, 2023

Ford Motor Company – FCSD Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

[redacted]

Dear Sir/Madam:

Please be advised that this office represent [redacted] garding claims against Ford Motor Company concerning defects with the above his letter shall serve as notice of Mr. Dean's claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our client has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of the Ohio Lemon Law and Magnuson-Moss Warranty Act. As such, our client respectfully requests that Ford Motor Company comply with the above statutes and pay all attorney fees and costs.

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

Law Office of Kurt Bruderly

[redacted]



# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
48 N Emerson Ave, Suite 400
Greenwood, Indiana 46143

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

November 8, 2021

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

Re [redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of [redacted] lating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. **The only exception is the dealership may communicate with the client is reference to current and future repairs. The dealer must also provide all necessary documentation for our client including but not limited repair orders, sales documents and current registration.** Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

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

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

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

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Sara Douglass
Sara Douglass
Attorney for Plaintiff

CC: Bosak Ford, 244 Melton Rd, Burns Harbor, IN 46304

# Repair Order Detail - Internal Copy

[redacted]

Mileage: 50,460
Service advisor: 8043
Tag number: T247

Payment type: CASH
Promised time: 05:00 PM
Promised date: 10/07/2021

Waiter: No
Estimate: 0.00
Customer Comments: No

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

A PERFORM MULTI-POINT INSPECTION

| | | | | |
|---|---|---|---|---|
| 99P | ISP | PERFORM MULTI-POINT INSPECTION | 0.00 | 0.00 |

Tech(s):

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

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

B CUSTOMER STATES ENGINE IS RUNNING ROUGH AND SOUNDS LIKE METAL KNOCKING.

| | | | | |
|---|---|---|---|---|
| DIAG | CP | CUSTOMER STATES ENGINE IS RUNNING ROUGH AND SOUNDS LIKE METAL KNOCKING. | 0.00 | 0.00 |

Tech(s): 8016

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

Story: 50460 CHECKED ENG OIL PRESSURE , ZERO PSI ON A MANUEL GAUGE . REFERED TO SSM 49918

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

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

# Repair Order Detail - Internal Copy

[redacted]

Mileage: 50,460
Service advisor: 8043
Tag number: T247

Payment type: CASH
Promised time: 05:00 PM
Promised date: 10/07/2021

Waiter: No
Estimate: 0.00
Customer Comments: No

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

A PERFORM MULTI-POINT INSPECTION

| | | | | |
|---|---|---|---|---|
| 99P | ISP | PERFORM MULTI-POINT INSPECTION | 0.00 | 0.00 |

Tech(s):

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

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

B CUSTOMER STATES ENGINE IS RUNNING ROUGH AND SOUNDS LIKE METAL KNOCKING.

| | | | | |
|---|---|---|---|---|
| DIAG | CP | CUSTOMER STATES ENGINE IS RUNNING ROUGH AND SOUNDS LIKE METAL KNOCKING. | 0.00 | 0.00 |

Tech(s): 8016

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

Story: 50460 CHECKED ENG OIL PRESSURE , ZERO PSI ON A MANUEL GAUGE . REFERED TO SSM 49918

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

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



ZAMORA LAW
BOUTIQUE
EMPOWERING PEOPLE WITH THE POWER OF THE LAW

(760) 347-1108 hilda@zamorajustice.com
(760) 262-3171 www.zamorajustice.com

March 8, 2023

**FORD MOTOR COMPANY**
FMC Consumer Claims
One American Road, Suite 400
Dearborn, MI 48126

***Via Certified Mail/Return Receipt Requested***

[redacted]

Dear Gentlepersons:

We have been retained to represent [redacted] regarding her claims and rights related to the purchase of the above referenced **2020 Ford Ecosport**. 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 orders. Ford dealers have been unable to properly diagnose and/or repair this vehicle of its substantially impairing defects. This vehicle has ben detained by Ford dealers for repairs related to defects including but not limited to, loss of power, A/C fan, vibration, blue tooth, slow crank, and "check engine" issues, just to mention a few.

The substantial defects present in this vehicle impair the **use, value** and especially the **safety** of the vehicle to our client.

There has been a reasonable opportunity by Ford dealers to conform this vehicle to its express and implied warranties, but Ford has been unable to do so. The vehicle has already been in the repair facility five (5) times since September 15, 2020, to identify and try to resolve the recurring problems and client is still having brake issues. 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 made restitution with our client in accordance with the **Song-Beverly Consumer Warranty Act**, Cal. Civ. Code Section 1793.2(d)(2), and /or section Cal. Civ. Code Section 1794, the **Magnuson-Moss Warranty Act**, 15 U.S.C. Section 2301(3), and remedies for breach of warranty under California UCC Section2313, 2315; provisions concerning sales of goods and the warranties of merchantability and 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 fitness for a particular purpose; said warranties, which accompanied the sale of this vehicle to our client.

Mrs. Defoe is due restitution, cost, expenses and attorney's fees reasonably incurred in connection with this action, as an appropriate remedy for the failure of FMC dealers to repair this vehicle to conform to the express and implied warranties. Our client hereby exercises her free choice under the law to elect restitution in lieu of replacement. Mrs. Defoe is also entitled to justifiably revoke acceptance of this vehicle under the law, and she hereby revokes acceptance of the vehicle.

The **Song-Beverly Consumer Warranty Act** Cal. Civil Code Section 1793.2, and California UCC require this notification letter. As required by the Act, we hereby give you fourteen (14) days to make an appropriate remedy for these violations.

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. You are invited to contact our office and speak with Mr. Abel G. Favela, at "abel@zamorajustice.com for further assistance, if needed,

Very truly yours,

ZAMORA LAW BOUTIQUE, PLC

[redacted]

# 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 |
|---|---|
| 09/15/20 | [redacted] |
| R/O Close Date | |
| 09/15/20 | Reprint |
| Mileage In | Mileage Out |
| 689 | 690 |
| Service Advisor / Tag # | |
| [redacted] | |

[redacted]

| | | | | 09/02/20 | 09/02/20 |
|---|---|---|---|---|---|
| Year | Make | Model | Body | Color | License Number |
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| [redacted] | |
| #1 - MR EST: **ORIGINAL ESTIMATED PRICE $<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #2 - QL PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATION<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #3 - QL Q99PX: PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #4 - MR WARR: PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN<br>customer states bluetooth will interm disconnect from phone then reconnect. also happens while usb plugged in. diagnose<br>Caused by<br>CP:NPF<br>Corrected by NPF: (A07) (42) NO PROBLEM FOUND DIAGNOSIS<br>Tech: MARTIN LOPEZ(632)<br>VERIFY CONCERN, PERFORMED INSPECTION ALL OK, CHECK OASIS NO SSM OR TSB'S, PERFORMED NETWORK TEST PASS, FDRS SET UP, BCE DIAGNOSIS, NO CODES, PERFORMED SYNC INTERFACE SELF TEST PASS, SYCN SYMPTOM CHART PPT, PER PPT PRIOR TO PPT PERFORMED HARD RESET, CHECK FOR SYNC SOFTWARE UPDATE, SYNC IS UP TO DATE, RETEST O. | Warranty |

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

PE23-015 000577 LC SV

# FIESTA

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 |
|---|---|
| 01/20/21 | [redacted] |
| R/O Close Date | |
| 01/20/21 | Reprint |
| Mileage In | Mileage Out |
| 6517 | 6519 |
| Service Advisor / Tag # | |
| ERIC LEON MORENO/565 | |

[redacted]

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| #1 - MR EST: **ORIGINAL ESTIMATED PRICE $<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #2 - QL PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATION<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #3 - MR CP: CUSTOMER PAY REPAIR ORDER<br>INSTALL ALARM PER DUE BILL | |

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

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

PE23-015 000578 LC SV

# FIESTA

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 |
|---|---|
| 01/21/21 | |
| R/O Close Date | Status |
| 05/25/21 | Reprint |
| Mileage In | Mileage Out |
| 6821 | 6822 |
| Service Advisor / Tag # | |
| RUDY CANTU JR/3972 | |

[redacted]

| | | | | 09/02/20 | 09/02/20 |
|---|---|---|---|---|---|
| Year | Make | Model | Body | Color | License Number |
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| #1 - MR EST: **ORIGINAL ESTIMATED PRICE $ | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #2 - QL PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATION | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #3 - QL Q99PX: PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #4 - MR 1TIRE: MOUNT AND BALANCE ONE (1) TIRE. | |
| 9003 008834 | |
| Tech: OMAR SANTIAGO(774) | 15.00 |
| Installed 9003 008834 :205/60R16 1@148.00 | 148.00 |
| TIRE TAX / DISPOSAL 1 TIRE | 3.50 |
| Sub Total: Labor: 15.00 Parts: 151.50 Total: 166.50 | |
| Total Fees Amount | 3.50 |

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 | 15.00 |
| PARTS | 148.00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | 12.95 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | 179.45 |
| A/RFW5418 TOW MEDIC | 179.45 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

PE23-015 000579 LC SV

# FIESTA

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 |
|---|---|
| 02/17/21 | [redacted] |
| R/O Close Date | Status |
| 03/04/21 | Reprint |
| Mileage In | Mileage Out |
| 7917 | 7917 |
| Service Advisor / Tag # | |
| RICHARD RENDER/*5190 | |

[redacted]

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

[redacted] FORD PROTECT MAINTENTANCE Exp: 75000 or 9/02/26 Ded: 0

| DESCRIPTION OF SERVICE AND PARTS [redacted] | AMOUNT |
|---|---|
| #1 - QL EST: **ORIGINAL ESTIMATED PRICE $ | |
| #2 - QL PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATION | |
| #3 - QL Q99PX: PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT | |
| #4 - QL QLWRKS: CHANGE ENGINE OIL AND FILTER, ROTATE TIRES, NOTE B | |
| Corrected by MBASIC: (A99) (82) BASIC MAINTENANCE SERVICE - K | |
| Tech: IVAN SILVA(220) | Serv Contr |
| Corrected by MBASIC1: ENGINE OIL AND OIL FILTER - REPLACE (6714/6731) - | |
| Tech: IVAN SILVA(220) | Serv Contr |
| Corrected by MULTI: MULTIPOINT INSPECTION | |
| Tech: IVAN SILVA(220) | Serv Contr |
| Installed BE8Z 6731 AB :KIT - ELEMENT & GASKET - O Qty: 1 | Serv Contr |
| Installed XO 5W20 Q1SP :MOTORCRAFT SAE 5W-20 API G Qty: 5 | Serv Contr |
| changed oil and filter, rotated tires, check battery and brakes. checked wipers, topped off fluids. everything good. | |

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

PE23-015 000580 LC SV

# FIESTA

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 |
|---|---|
| 07/31/21 | |
| R/O Close Date | |
| 07/31/21 | Reprint |
| Mileage In | Mileage Out |
| 16263 | 16263 |
| Service Advisor / Tag # | |
| RUBEN TRUJILLO/9537 | |

[redacted]

| | | | | 09/02/20 | 09/02/20 |
|---|---|---|---|---|---|
| Year | Make | Model | Body | Color | License Number |
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

F20ECO9 FORD PROTECT MAINTENTANCE Exp: 75000 or 9/02/26 Ded: 0

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| #1 - QL Q99PX: PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #2 - QL PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATION | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #3 - QL EST: **ORIGINAL ESTIMATED PRICE $ | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #4 - QL QLWRKS: CHANGE ENGINE OIL AND FILTER, ROTATE TIRES, NOTE B | |
| Caused by | |
| CP:MAINT | |
| Corrected by MULTI: (A99-QCM) (82) MULTIPOINT INSPECTION | |
| Tech: IVAN SILVA(220) | Serv Contr |
| Corrected by MBASIC: BASIC MAINTENANCE SERVICE - K | |
| Tech: IVAN SILVA(220) | Serv Contr |
| Corrected by MBASIC1: ENGINE OIL AND OIL FILTER - REPLACE (6714/6731) - | |
| Tech: IVAN SILVA(220) | Serv Contr |
| Installed BE8Z 6731 AB :KIT - ELEMENT & GASKET - O Qty: 1 | Serv Contr |
| Installed XO 5W20 Q1SP :MOTORCRAFT SAE 5W-20 API G Qty: 6 | Serv Contr |
| PERFORM PREMIUMMAINTENANCE EVERY 7500MILES CHANGE ENGIEN OIL,OIL FILTER,ROTATE TIRES ,CHECK BRAKE ,SET TIRE PRESSURES, CHECK FILTERS,CHECK | |

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

PE23-015 000581 LC SV

# FIESTA

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 |
|---|---|
| 07/31/21 | [redacted] |
| **R/O Close Date** | **Status** |
| 07/31/21 | Reprint |
| **Mileage In** | **Mileage Out** |
| 16263 | 16263 |
| **Service Advisor / Tag #** | |
| RUBEN TRUJILLO/9537 | |

[redacted]

| | | | | Delivery Date | In Service Date |
|---|---|---|---|---|---|
| | | | | 09/02/20 | 09/02/20 |
| **Year** | **Make** | **Model** | **Body** | **Color** | **License Number** |
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

[redacted] FORD PROTECT MAINTENTANCE Exp: 75000 or 9/02/26 Ded: 0

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| WIPERS,TOP OFF ALL FLUIDS ANDRESET SERVICE INDICATOR. | |
| #5 - QL INFO: INFORMATION MAINTENANCE PLAN EVERY 7500 MILES!! | |

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

PE23-015 000582 LC SV

# FIESTA

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 | |
|---|---|
| 12/22/21 | |
| R/O Close Date | |
| 12/22/21 | Reprint |
| Mileage In | Mileage Out |
| 22494 | 22494 |
| Service Advisor / Tag # | |
| DAVID GUZMAN/6978 | |

[redacted]

| Home Phone | Delivery Date | In-Service Date |
|---|---|---|
| | 09/02/20 | 09/02/20 |

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

[redacted] PROTECT MAINTENTANCE Exp: 75000 or 9/02/26 Ded: 0

[redacted]

| | AMOUNT |
|---|---|
| #1 - QL Q99PX: PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #2 - QL PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATION | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #3 - QL EST: **ORIGINAL ESTIMATED PRICE $ | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #4 * QL QLWRKS: CHANGE ENGINE OIL AND FILTER, ROTATE TIRES, NOTE B | |
| ADDED OPERATION | |
| Caused by | |
| PERFORMED PREMIUM MAINTENANCE SCHEDULED FOR EVERY 7500 MILES. | |
| CHANGE ENGINE OIL, OIL FILTER, ROTATE TIRES, SET TIRE PRESSURES, CHECK BRAKES, CHECK ALL FILTERS AND WIPERS, TOP OFF ALL FLUIDS AND RESET THE SERVICE INDICATOR CP:MAINT | |
| Corrected by MULTI: (A99-QCM) (82) MULTIPOINT INSPECTION | |
| ADDED OPERATION | |
| Tech: ANIBAL FIGUEROA(060) | Serv Contr |
| Corrected by MBASIC: BASIC MAINTENANCE SERVICE - K | |
| ADDED OPERATION | |
| Tech: ANIBAL FIGUEROA(060) | Serv Contr |

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

# 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 |
|---|---|
| 12/22/21 | [redacted] |
| R/O Close Date | Status |
| 12/22/21 | Reprint |
| Mileage In | Mileage Out |
| 22494 | 22494 |
| Service Advisor / Tag # | |
| DAVID GUZMAN/6978 | |

[redacted]

| | | | | 09/02/20 | 09/02/20 |
|---|---|---|---|---|---|
| Year | Make | Model | Body | Color | License Number |
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

[redacted]RD PROTECT MAINTENTANCE Exp: 75000 or 9/02/26 Ded: 0

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| Corrected by MBASIC1: ENGINE OIL AND OIL FILTER - REPLACE (6714/6731) - | |
| ADDED OPERATION | |
| Tech: ANIBAL FIGUEROA(060) | Serv Contr |
| Installed BE8Z 6731 AB :KIT - ELEMENT & GASKET - O Qty: 1 | Serv Contr |
| Installed XO 5W20 Q1SP :MOTORCRAFT SAE 5W-20 API G Qty: 5 | Serv Contr |

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

# FIESTA

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 |
|---|---|
| 02/05/22 | [redacted] |
| R/O Close Date | Status |
| 02/05/22 | Reprint |
| Mileage In | Mileage Out |
| 24125 | 24125 |
| Service Advisor / Tag # | |

[redacted]

| Year | Make | Model | Body | 09/02/20 Color | 09/02/20 License Number |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| #1 - QL Q99PX: PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT | | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | | |
| #2 - QL PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATION | | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | | |
| #3 - QL EST: **ORIGINAL ESTIMATED PRICE $ | | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | | |
| #4 - QL INFO: INFORMATION | | |
| Installed 72509 :COMPACT LITTER BASKET | 1@13.59 | 13.59 |
| AIR PRESURE CHECK DRIVER FRONT TIRE LOW BATTERY CHECK | | |

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 | .00 |
| PARTS | 13.59 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | 1.19 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | 14.78 |
| [redacted] | 14.78 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

PE23-015 000585 LC SV

# FIESTA

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 |
|---|---|
| 05/31/22 | |
| R/O Close Date | |
| 05/31/22 | Reprint |
| Mileage In | Mileage Out |
| 28355 | 28356 |
| Service Advisor / Tag # | |
| RUDY CANTU JR/3296 | |

[redacted]

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

09/02/20 09/02/20

FORD PROTECT MAINTENTANCE Exp: 75000 or 9/02/26 Ded: 0

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| #1 - QL Q99PX: PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT<br>Sub Total: Labor: .00 Parts: .00 Total: .00<br>97225 | |
| #2 - QL PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATION<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #3 - MR EST: **ORIGINAL ESTIMATED PRICE $<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #4 - MR MB30000: 30000 MILES (48000 KMS) - NORMAL SCHEDULED MAINTEN<br>7.5k interval, premium maint. 7 remain- 6 after today<br>Caused by<br>CP:MAINT<br>Corrected by MULTI: (A99-QCM) (82) MULTIPOINT INSPECTION<br>Tech: LUIS CAMACHO(225) | Serv Contr |
| Corrected by MBASIC: BASIC MAINTENANCE SERVICE - K<br>Tech: LUIS CAMACHO(225) | Serv Contr |
| Corrected by MBASIC1: ENGINE OIL AND OIL FILTER - REPLACE (6714/6731) -<br>Tech: LUIS CAMACHO(225) | Serv Contr |
| Corrected by MBASIC4: CABIN AIR FILTER - REPLACE (19N619) - L | |

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

PE23-015 000586 LC SV

# 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 |
|---|---|
| 05/31/22 | [redacted] |
| R/O Close Date | |
| 05/31/22 | Reprint |
| Mileage In | Mileage Out |
| 28355 | 28356 |
| Service Advisor / Tag # | |

[redacted]

FORD PROTECT MAINTENTANCE Exp: 75000 or 9/02/26 Ded: 0

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| Tech: LUIS CAMACHO(225) | |
| Installed BE8Z 6731 AB :KIT - ELEMENT & GASKET - O Qty: 1 | Serv Contr |
| Installed XO 5W20 Q1SP :MOTORCRAFT SAE 5W-20 API G Qty: 5 | Serv Contr |
| Installed BE8Z 19N619 A :FILTER - ODOUR AND PARTIC Qty: 1 | Serv Contr |
| 97225 | |
| CHANGE ENGINE OIL, OIL FILTER, TIRE PRESSURE | |
| CHECK, ROTATE TIRES,TOP OFF ALL FLUIDS | |
| CHECK ALL EXTERIOR LIGHTS,CHECK BATTERY, FRONT | |
| BRAKES 6MM REAR BRAKES 8MM,REPLACE CABIN AIR | |
| FITER. ** PLEASE NOTE - VEHICLE HAD BEEN SERVICED | |
| AT QUICKLANE AND HAD NEVER HAD THE CABIN FILTER | |
| REPLACED. | |
| #5 - MR WARR: PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN | |
| customer states bluetooth interim will connect | |
| and disconnect while driving. diagnose and | |
| Caused by | |
| CP:14G371 | |
| Corrected by MT14G371: (A11) (42) | |
| Tech: CARLOS PERU(171) | Warranty |
| tech 171,000686243 . install FDRS test apim . | |
| check for soft wear update . no later up date | |
| available . performed power and master reset. | |
| labor operations 12652d1,12652d45,12652a,12652d46 | |
| .total time 1.40 | |
| #6 - MR WARR: PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN | |
| customer states right side blinker rapid flashes, | |
| brake bulb inop. diagnose | |

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

# FIESTA

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 |
|---|---|
| 05/31/22 | [redacted] |
| R/O Close Date | |
| 05/31/22 | Reprint |
| Mileage In | Mileage Out |
| 28355 | 28356 |
| Service Advisor / Tag # | |
| RUBY CANTU JR/3206 | |

[redacted]

| | | | | 09/02/20 | 09/02/20 |
|---|---|---|---|---|---|
| Year | Make | Model | Body | Color | License Number |
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

[redacted]RD PROTECT MAINTENTANCE Exp: 75000 or 9/02/26 Ded: 0

[redacted] OF SERVICE AND PARTS — AMOUNT

Caused by
burnt out right rear stop lamp bulb
Corrected by 13465AB: (L32) (46) BULBS - EXTERIOR - REPLACE (13465/13466) - L
Tech: CARLOS PERU(171)
Installed DR3Z 13466 B (FP):BULB Qty: 1 — Warranty
tech 171,000686243 . verify concern. check all lights. removed right rear lens. test and replaced stop lamp bulb — Warranty

---

#7 - MR WARR: PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN
customer states interim left and right side front glass will not roll down or up. diagnose and advise
Tech: CARLOS PERU(171)
tech 171,000686243 check out all ok at this time — Warranty

---

#8 - MR WARR: PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN
customer states interim ac fan speed will pulse. diagnose- see history, replace cabin filter.
Corrected by CABIN: REPLACE CABIN AIR/POLLEN FILTER.
Sub Total: Labor: .00 Parts: .00 Total: .00

---

#9 * MR QI: QUALITY INSPECTION
ADDED OPERATION
Repair Lines , 6 , 5 , have been inspected
and verified complete steve.t ,9460 .

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

PE23-015 000588 LC SV

# FIESTA

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 | |
|---|---|
| 08/30/22 | [redacted] |
| R/O Close Date | |
| 08/31/22 | Reprint |
| Mileage In | Mileage Out |
| 31033 | 31034 |
| Service Advisor / Tag # | |
| RUDY CANTU JR/3447 | |

[redacted]

| | | | | 09/02/20 | 09/02/20 |
|---|---|---|---|---|---|
| Year | Make | Model | Body | Color | License Number |
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| #1 - QL Q99PX: PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #2 - QL PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATION<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #3 - MR EST: **ORIGINAL ESTIMATED PRICE $<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #4 - MR WARR: PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN<br>CUSTOMER STATES SLOW ENGINE CRANK START UP<br>INTERM. DIAGNOSE AND ADVISE.<br>Caused by<br>per fsa<br>Corrected by 10654C: (D02) (63) BATTERY - TEST, CHARGE, AND RE-TEST (10653/10654/1<br>Tech: CARLOS PERU(171) | Warranty |
| Corrected by 10654C1: BATTERY - REPLACE (10653/10654/10655) - L<br>Tech: CARLOS PERU(171) | Warranty |
| Installed BAGM 48H6 760 (FP):BATTERY Qty: 1 | Warranty |
| tech 171,000686243 test charging system 14.47<br>charge and test battery cca 291 replaced<br>battery .<br>dtc x7crg9h40leq, aces he5fq | |

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

# 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 |
|---|---|
| 08/30/22 | [redacted] |
| R/O Close Date | |
| 08/31/22 | Reprint |
| Mileage In | Mileage Out |
| 31033 | 31034 |
| Service Advisor / Tag # | |
| RUDY CANTU JR/3447 | |

[redacted]

| Work Phone | Vehicle Iden |
|---|---|
| | MAJ3S2GE[redacted] |
| Home Phone | Delivery Date / In-Service Date |
| | 09/02/20 / 09/02/20 |
| Body | Color / License Number |
| UT | RUBY RED / |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| #5 - MR WARR: PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN<br>CUSTOMER STATES VEHICLE SHAKES EXCESSIVELY AT<br>IDLE IN GEAR OR NOT. DIAGNOSE<br>PART ON ORDER | |
| #6 - MR WARR: PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN<br>CUSTMOER STATES NO POWER/SPUTTER PRESENT DURING<br>ACCEL FROM A STOP. DIAGNOSE<br>Caused by<br>CP:DIAG<br>Corrected by 12650D: (E29) (82) EEC SYSTEM DIAGNOSIS -<br>(QUICK TEST) - L<br>Tech: DANIEL ENTZMINGER(873) | Warranty |
| Corrected by 12650D45: ENGINE MODULE - DIAGNOSTIC PIN<br>POINT TEST - L<br>Tech: DANIEL ENTZMINGER(873) | Warranty |
| Corrected by 12650D80: PID RECORDER/MONITOR TEST - L<br>Tech: DANIEL ENTZMINGER(873) | Warranty |
| Corrected by 9350B: FUEL PUMP PRESSURE TEST ON VEHICLE -<br>DIAGNOSIS (93<br>Tech: DANIEL ENTZMINGER(873) | Warranty |
| UNABLE TO DUPLICATE CUSTOMER COMPLAINT.1.0L<br>EcoBoost 120PS/125PS.EEC TST PASS CODE/<br>DSYMP.CONTACT OASIS:NO SSM OR TSB.PPT BY SYMP<br>CHART8: PASS PID REC/MON TST,LTFT1=+/-3%.HC1:PASS<br>FUEL SYSTEM INTEGRITY TEST.HC2:PASS MECHANICAL<br>FUEL PRESSURE TEST, 70PSI.UNABLE TO DUPLICATE<br>CUSTOMER COMPLAINT. | |

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

# FIESTA

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 | [redacted] |
|---|---|
| 08/30/22 | |
| R/O Close Date | |
| 08/31/22 | Reprint |
| Mileage In | Mileage Out |
| 31033 | 31034 |
| Service Advisor / Tag # | |
| RUDY CANTU JR/3447 | |

[redacted]

| Make | Model | Body | Color | License Number |
|---|---|---|---|---|
| RD | ECOSPORT SE | UT | RUBY RED | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| OPCODES:12650D,D45,D80,9350B.<br>TOTAL TIME:1.1HRS. TECH#97873/000782411 | |
| #7 * MR QI: QUALITY INSPECTION<br>ADDED OPERATION<br>Repair Lines , 4 , , have been inspected<br>and verified complete steve.t , 9460 . | |

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

# FIESTA

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 |
|---|---|
| 12/27/22 | [redacted] |
| R/O Close Date | Status |
| 01/06/23 | Reprint |
| Mileage In | Mileage Out |
| 36009 | 36010 |
| Service Advisor / Tag # | |
| ALONSO VIRANCO/9533 | |

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |
| F20ECO9 FORD PROTECT MAINTENTANCE Exp: 75000 or 9/02/26 Ded: 0 | | | | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| [redacted] | |
| #1 - QL Q99PX: PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #2 - QL PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATION | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #3 - QL EST: **ORIGINAL ESTIMATED PRICE $ | |
| Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #4 - QL MB30000: 30000 MILES (48000 KMS) - NORMAL SCHEDULED MAINTEN | |
| PERFORM LUBE, FILTER, ROTATE, AIR FILTER, CABIN FILTER, WIPER BLADES, PER 7,K MILE SERVICE EVERY 7,5K INTERVOLS | |
| Caused by | |
| TECH 97031 | |
| STARS ID#000951332 | |
| PERFORM ENGINE OIL&FILTER CHANGE,TIRE ROTATION, REPLACE WIPER BLADES, AIR FILTER, CABIN FILTER, CHECK ALL FLUID LEVELS, CHECK TIRE PSI, CHECK BRAKE PADS AND INSPECT UNDER VEHICLE. CP:MAINT | |
| Corrected by MULTI: (A99-QCM) (82) MULTIPOINT INSPECTION | |
| Tech: CARLO DAMIAN TORRES(031) | Serv Contr |
| Corrected by MBASIC: BASIC MAINTENANCE SERVICE - K | |
| Tech: CARLO DAMIAN TORRES(031) | Serv Contr |

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

# FIESTA

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 |
|---|---|
| 12/27/22 | [redacted] |
| R/O Close Date | Status |
| 01/06/23 | Reprint |
| Mileage In | Mileage Out |
| 36009 | 36010 |
| Service Advisor / Tag # | |
| ALONSO VIBANCO/9533 | |

[redacted]

| | | | | 09/02/20 | 09/02/20 |
|---|---|---|---|---|---|
| Year | Make | Model | Body | Color | License Number |
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

[redacted] FORD PROTECT MAINTENTANCE Exp: 75000 or 9/02/26 Ded: 0

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Corrected by MBASIC1: ENGINE OIL AND OIL FILTER - REPLACE (6714/6731) - | | |
| Tech: CARLO DAMIAN TORRES(031) | | Serv Contr |
| Corrected by MBASIC2: ENGINE AIR FILTER - REPLACE (9601) - L | | |
| Tech: CARLO DAMIAN TORRES(031) | | Serv Contr |
| Corrected by MBASIC4: CABIN AIR FILTER - REPLACE (19N619) - L | | |
| Tech: CARLO DAMIAN TORRES(031) | | Serv Contr |
| Corrected by MBASIC30: WIPER BLADES - REPLACE (17528) - L | | |
| Tech: CARLO DAMIAN TORRES(031) | | Serv Contr |
| Installed BE8Z 6731 AB :KIT - ELEMENT & GASKET - O | Qty: 1 | Serv Contr |
| Installed XO 5W20 Q1SP :MOTORCRAFT SAE 5W-20 API G | Qty: 5 | Serv Contr |
| Installed GN1Z 9601 A :ELEMENT ASY - AIR CLEANER | Qty: 1 | Serv Contr |
| Installed BE8Z 19N619 A :FILTER - ODOUR AND PARTIC | Qty: 1 | Serv Contr |
| Installed LU2Z 17V528 K :BLADE ASY - WIPER | Qty: 2 | Serv Contr |

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

PE23-015 000593 LC SV

# 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 |
|---|---|
| 01/23/23 | |
| **R/O Close Date** | **Status** |
| 02/07/23 | Reprint |
| **Mileage In** | **Mileage Out** |
| 37189 | 37190 |
| **Service Advisor / Tag #** | |
| RUDY CANTU JR/8132 | |

[redacted]

| Work Phone | Vehicle Identification Number |
|---|---|
| | MAJ3S2GE0LC |
| **Home Phone** | **Delivery Date** / **In Service Date** |
| | 09/02/20 / 09/02/20 |

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

F20ECO9

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| #1 - QL Q99PX: PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #2 - QL PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATION<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #3 - MR EST: **ORIGINAL ESTIMATED PRICE $<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #4 - MR WARR: PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN<br>customer states interim at/after idling no go condition present- will lunge next gears during accel. diagnose and advise<br>see line #5 | |
| #5 - MR WARR: PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN<br>customer states engine vibration present,<br>Caused by<br>WORN OUT MOTOR MOUNTS<br>Corrected by 6038A: (N09) (30) INSULATOR AND/OR SUPPORT - POWERTRAIN FRONT - REPL<br>Tech: JUAN JACOBO(145) | Warranty |
| Corrected by 6068A: INSULATOR - POWERTRAIN REAR SUPPORT - REPLACE (603<br>Tech: JUAN JACOBO(145) | Warranty |

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

# FIESTA

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 |
|---|---|
| 01/23/23 | [redacted] |
| R/O Close Date | |
| 02/07/23 | Reprint |
| Mileage In | Mileage Out |
| 37189 | 37190 |
| Service Advisor / Tag # | |
| [redacted] | |

[redacted]

| | | | | Delivery Date | In Service Date |
|---|---|---|---|---|---|
| | | | | 09/02/20 | 09/02/20 |
| Year | Make | Model | Body | Color | License Number |
| 2020 | FORD | ECOSPORT SE | UT | RUBY RED | |

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Installed GN1Z 6068 B (FP):HOUSING - TRANSMISSION | Qty: 1 | Warranty |
| Installed GN1Z 6068 D :HOUSING | Qty: 1 | Warranty |
| TECH 145 RACKED FOR INSPECTIOBN VERFIED CUSTOMER CONCERN. FOUND FAILED TRANS MOUNTS AND TORQUE SUPPORT ARM. REMOVED AND REPLACED MOUNTS TORQUED TO SPECS. CLEANED AND RECHECKED | | |

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

PE23-015 000595 LC SV

# FIESTA

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 |
|---|---|
| 02/08/23 | [redacted] |
| R/O Close Date | |
| 02/14/23 | Reprint |
| Mileage In | Mileage Out |
| 37631 | 37632 |
| Service Advisor / Tag # | |
| RAYMOND GAMBOA/8071 | |

[redacted]

| Year | Make | Model | Body | | |
|---|---|---|---|---|---|
| | | | | 09/02/20 | 09/02/20 |
| 2020 | FORD | ECOSPORT SE | UT | Color: RUBY RED | License Number |

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| #1 - QL Q99PX: PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #2 - QL PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATION<br>Sub Total: Labor: .00 Parts: .00 Total: .00<br>35PSI | |
| #3 - MR EST: **ORIGINAL ESTIMATED PRICE $<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #4 - MR CP: CUSTOMER PAY REPAIR ORDER<br>CUSTOMER STATES CHECK ENGINE LIGHT IS ON<br>Tech: DANIEL ENTZMINGER(873)<br>1.5HRS ENGINE ANALYSIS CODE P04F0 (EVAP SYSTEM MALFUNCTION). PERFORMED EVAP SYSTEM LEAK TEST- PASS, NO LEAKS PRESENT. VISUAL INSPECTION- FOUND EVAP LINE AT CAC TUBE DISCONNECTED. CLEAN AND LUBE SEALING SURFACES, RECONNECT EVAP LINE, AND RETEST- PASS. RESET PCM. CHECKED VEHICLE MAINTENANCE HISTORY NO HISTORY OF 30K INTERVAL SERVICES. RECOMMENDATIONS ARE NOT RELATED TO CUSTOMER COMPLAINT: SERVICE MAP, THROTTLE BODY, AND FUEL INJECTORS. | Internal |

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

PE23-015 000596 LC SV

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

[redacted]

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 in 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 | 2020 | FORD ECOSPORT SE | 3 | MAJ3S2GE0 [redacted] | Personal, family, or household unless otherwise indicated below ☐ business or commercial |

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost you. | Amount Financed<br>The amount of credit provided to you or on your behalf. | Total of Payments<br>The amount you will have paid after you have made all payments as scheduled. | Total Sale Price<br>The total cost of your purchase on credit, including your down payment of $ 7,740.62 is |
|---|---|---|---|---|
| 7.31 % | $ 7,234.85 (e) | $ 29,889.07 (e) | $ 37,123.92 (e) | $ 44,864.54 (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 |
| 71 | $ 515.61 | MONTHLY beginning 10/17/2020 |
| N/A | $ N/A | N/A |
| One final payment | $ 515.61 | 09/17/2026 |

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

## STATEMENT OF INSURANCE

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

### Vehicle Insurance

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

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

You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.

**Buyer X** _____
**Co-Buyer X** N/A
**Seller X** _____

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

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

**Buyer Signature X** _____ **Co-Buyer Signature X** 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

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on page 5 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** N/A **Co-Buyer Signs X** N/A

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

**1. Total Cash Price**

A. Cash Price of Motor Vehicle and Accessories $ 27,585.00 (A)
1. Cash Price Vehicle $ 27,585.00
2. Cash Price Accessories $ N/A
3. Other (Nontaxable) Describe N/A $ N/A
4. Other (Nontaxable) Describe N/A $ N/A

B. Document Processing Charge (not a governmental fee) $ 85.00 (B)

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

D. (Optional) Theft Deterrent Device(s)
1. (paid to) N/A $ N/A (D1)
2. (paid to) SWSD - ALARM $ 695.00 (D2)
3. (paid to) N/A $ N/A (D3)

E. (Optional) Surface Protection Product(s)
1. (paid to) N/A $ N/A (E1)
2. (paid to) N/A $ N/A (E2)

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

G. Sales Tax (on taxable items in A through F) $ 2,481.94 (G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) DMV DESK $ 30.00 (H)

I. (Optional) Service Contract(s)
1. (paid to) FORD PROTECT ESP $ 2,800.00 (I1)
2. (paid to) FORD PROTECT MAINTENTANCE $ 3,000.00 (I2)
3. (paid to) N/A $ N/A (I3)
4. (paid to) N/A $ N/A (I4)
5. (paid to) N/A $ N/A (I5)

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

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

L. (Optional) Debt Cancellation Agreement $ 531.00 (L)

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

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

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

**Total Cash Price** (A through O) $ 37,207.94 (1)

**2. Amounts Paid to Public Officials**

A. Vehicle License Fees ESTIMATED $ 184.00 (A)
B. Registration/Transfer/Titling Fees ESTIMATED $ 209.00 (B)
C. California Tire Fees $ 8.75 (C)
D. Other SMOG ABATEMENT FEE $ 20.00 (D)

**Total Official Fees** (A through D) $ 421.75 (2)

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

**4.** ☐ **State Emissions Certification Fee or** ☐ **State Emissions Exemption Fee** $ N/A (4)

**5. Subtotal** (1 through 4) $ 37,629.69 (5)

**6. Total Downpayment**

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): $ 12,000.00 (A)
Vehicle 1 $ 12,000.00 Vehicle 2 $ N/A

B. Total Less Prior Credit or Lease Balance (e) $ 13,469.38 (B)
Vehicle 1 $ 13,469.38 Vehicle 2 $ N/A

C. Total Net Trade-In (A–B) $ -1,469.38 (C)
Vehicle 1 $ -1,469.38 Vehicle 2 $ N/A

D. Deferred Downpayment Payable to Seller $ N/A (D)
E. Manufacturer's Rebate $ 210.00 (E)
F. Other N/A $ N/A (F)
G. Other N/A $ N/A (G)
H. Other N/A $ N/A (H)
I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card $ 9,000.00 (I)

**Total Downpayment** (C through I) $ 7,740.62 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

**7. Amount Financed** (5 less 6) $ 29,889.07 (7)

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

Term 72 Mos. GAP ADVANTAGE
Debt Cancellation Agreement

I want to buy a debt cancellation agreement.

**Buyer Signs X** _____

**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 1I.

I1 Company FORD PROTECT ESP
Term 72 Mos. or 75,000 Miles
I2 Company FORD PROTECT MAINTENTANCE
Term 72 Mos. or 75,000 Miles
I3 Company N/A
Term N/A Mos. or N/A Miles
I4 Company N/A
Term N/A Mos. or N/A Miles
I5 Company N/A
Term N/A Mos. or N/A Miles

**Buyer X** _____

[redacted]

43,076

a. Agreed Value of Property $ 12,000.00
b. Buyer/Co-Buyer Retained Trade Equity $ N/A
c. Agreed Value of Property Being Traded-In (a–b) $ 12,000.00
d. Prior Credit or Lease Balance $ 13,469.38
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity) $ -1,469.38

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

a. Agreed Value of Property $ N/A
b. Buyer/Co-Buyer Retained Trade Equity $ N/A
c. Agreed Value of Property Being Traded-In (a–b) $ N/A
d. Prior Credit or Lease Balance $ N/A
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity) $ N/A

**Total Agreed Value of Property Being Traded-In (1c+2c)** $ 12,000.00*
**Total Prior Credit or Lease Balance (1d+2d)** $ 13,469.38*
**Total Net Trade-In (1e+2e)** $ -1,469.38*
(*See item 6A–6C in the Itemization of Amount Financed)

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

SELLER'S INITIALS N/A

## 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. Seller - Creditor 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 as the law allows.

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 debt cancellation agreement 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 put 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 the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

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. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we 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 subtract the refund from 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 at once, subject to any right the law gives you to reinstate this contract.
Default means:
- You do not pay any payment on time;
- You give false, incomplete, or misleading information during 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.

d. **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 (such as GPS), 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. If you do not ask for these items back, we may dispose of them as the law allows.

e. **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, you agree that 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**

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information 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. **You agree that you will within a reasonable time notify us of any change in your name, address, or employment. You also agree to allow our agents and service providers to contact you as agreed above.**

**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 during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and 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 Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

**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.

**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 some time 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 be in full 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.

**ARBITRATION PROVISION**

**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

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

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of $5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over $5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

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

**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 equipment obtained under this contract.

Buyer Signs X N/A Co-Buyer Signs X N/A

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

Buyer Signs X N/A Co-Buyer Signs X N/A

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

Buyer X N/A Co-Buyer X 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 _____ X N/A

N/A

**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 N/A 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 two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars ($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 moto[redacted]ee 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 ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 5, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.**

Buyer Signatu[redacted]e 09/02/2020 Co-Buyer Signature X N/A Date N/A

Buyer Printed [redacted] Co-Buyer Printed Name N/A

If the "business" us[redacted]ased": Print Name N/A Title N/A

Co-Buyers and Oth[redacted]onsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner 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 FIESTA FORD, INC. Date 09/02/2020 By X _____ Title F&I MNGR

Seller assigns its interest in this contract to FORD MOTOR CRDT CO LLC (Assignee) under the terms of Seller's agreement(s) with Assignee.

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

Seller FIESTA FORD, INC.

By X Title F&I MANAGER


©2022 The Reynolds and Reynolds Company
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

DEPARTMENT OF MOTOR VEHICLES

VALIDATED REGISTRATION CARD

MISC

PEEL HERE

[redacted]

PE23-015 000603 LC SV

7022 3330 0002 1021 7120

FORD MOTOR COMPANY

MAR 13 REC'D

OFFICE OF [illegible]
COUNSEL



ZAMORA LAW
BOUTIQUE
EMPOWERING PEOPLE WITH THE POWER OF THE LAW

45915 Oasis Street
Indio, CA 92201

FORD MOTOR COMPANY
FMC Consumer Claims
One American Road, Suite 400
Dearborn, MI 48126

PE23-015 000604 LC SV

# FIESTA

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 |
|---|---|
| 03/21/23 | [redacted] |
| R/O Close Date | |
| 03/21/23 | Pre-Invoice |
| Mileage In | Mileage Out |
| 39491 | 39492 |
| Service Advisor : Tag # | |
| [redacted] | |

[redacted]

| | | | | 09/02/20 | 09/02/20 |
|---|---|---|---|---|---|
| Year | Make | Model | Body | Color | License Number |
| 2020 | FORD | ECOSPORT | UT | RUBY RED | |

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| [redacted] | |
| #1 - Q99PX: PERFORM MULTI POINT INSPECTION AND FILL OUT REPORTCARD<br>97225<br>Sub Total: .00 | |
| #2 - PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATIONS . FRONT REAR .<br>97225<br>Sub Total: .00 | |
| #3 - EST: **ORIGINAL ESTIMATED PRICE $<br>97225<br>Sub Total: .00 | |
| #4 - CP: CUSTOMER PAY REPAIR ORDER<br>CUSTOMER STATES VEHICLE HAS A LOST OF POWER WHILE DRIVING, ALSO STALLS OUT<br>CHECKED AND UNABLE TO DUPLICATE CUSTOMER CONCERN AT THIS TIME. ROAD TESTED VEHICLE AND CONCERN NOT PRESENT,AUTO STOP AND START OPERATING AS DESGINED. NO CODES PRESENT.<br>Sub Total: .00 | |
| #5 - 019: CHECK BRAKES AND ADJUST 19 INSPECT ALL BRAKES ANDADVISE ON LINING CONDITION. | |

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

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

# FIESTA

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 |
|---|---|
| 03/21/23 | [redacted] |
| R/O Close Date | Status |
| 03/21/23 | Pre-Invoice |
| Mileage In | Mileage Out |
| 39491 | 39492 |
| Service Advisor / Tag # | |

[redacted]

INDIO, CA 92201

| Home Phone | Delivery Date | In-Service Date |
|---|---|---|
| | 09/02/20 | 09/02/20 |

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| [redacted] | | ECOSPORT | UT | RUBY RED | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| CHECK BRAKES | |
| 97225 | |
| FRONT BRAKES 6MM | |
| REAR BRAKES 7MM | |
| Sub Total: .00 | |

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

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties 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 | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

©2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

# FIESTA

FIESTA FORD INC
78990 VARNER ROAD • INDIO, CA 92203
PHONE: (760) 772-8000

EPA # CAL 000327941
[redacted]

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 |
|---|---|
| 03/27/23 | [redacted] |
| R/O Close Date | Status |
| 04/19/23 | Pre-Invoice |
| Mileage In | Mileage Out |
| 39708 | 39715 |
| Service Advisor / Tag # | |

[redacted]

| Year | Make | Model | Body | | |
|---|---|---|---|---|---|
| | | | | 09/02/20 | 09/02/20 |
| 2020 | FORD | ECOSPORT | UT | Color: RUBY RED | License Number |

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| #1 - Q99PX: PERFORM MULTI POINT INSPECTION AND FILL OUT REPORTCARD<br>Sub Total: .00 | |
| #2 - PSI: CHECK AND SET TIRE PRESSURE TO MFG S SPECIFICATIONS . FRONT REAR .<br>Sub Total: .00 | |
| #3 - EST: **ORIGINAL ESTIMATED PRICE $<br>Sub Total: .00 | |
| #4 - CP: CUSTOMER PAY REPAIR ORDER<br>CUSTOMER STATES THERE IS A KNOCKING NOISE COMING FROM ENGINE WHILE AT IDLE.<br>Caused by<br>VERIFIED THE CUSTOMER'S CONCERN OF ENGINE KNOCKING. PERFORMED AN ENGINE OIL PRESSURE TEST WITH AN ENGINE OPERATING TEMPERATURE OF 185 DEGREES TO FIND OIL PRESSURE AT IDLE IS 0PSI. TOOK OIL SAMPLE AND FOUND METAL CONTAMINATION. FOUND THE ENGINE LONG BLOCK HAS AN OIL PUMP FAILURE AND IS SEIZED.<br>Tech: JUAN JACOBO (145)<br>Tech: JUAN JACOBO (145)<br>Installed G1FZ 6006 A :SERVICE ENGINE ASY Qty: 1 | Warranty<br>Warranty<br>Warranty |

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

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

# 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 |
|---|---|
| 03/27/23 | [redacted] |
| R/O Close Date | Status |
| 04/19/23 | Pre-Invoice |
| Mileage In | Mileage Out |
| 39708 | 39715 |
| Service Advisor / Tag # | |
| RAYMOND CAMPOA /8272 | |

[redacted]

| Year | Make | Model | Body | Delivery Date | In-Service Date |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT | UT | 09/02/20 | 09/02/20 |
| | | | | Color | License Number |
| | | | | RUBY RED | |

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. | Qty: 14 | Warranty |
| Installed W715141 S442 :BOLT | Qty: 1 | Warranty |
| Installed BE8Z 6731 AB :KIT - ELEMENT & GASKET - O | Qty: 1 | Warranty |
| Installed CM5Z 9450 A :GASKET | Qty: 1 | Warranty |
| Installed W716271 S437 :NUT | Qty: 8 | Warranty |
| Installed W715618 S437 :NUT | Qty: 4 | Warranty |
| Installed W715309 S300 :STUD | Qty: 4 | Warranty |
| Installed F1FZ 6379 A :BOLT - HEX.HEAD | Qty: 6 | Warranty |
| Installed W500414 S442 :BOLT | Qty: 2 | Warranty |
| Installed W715195 S437 :BOLT | Qty: 6 | Warranty |
| Installed 4R8Z 6N652 A :GASKET | Qty: 1 | Warranty |
| Installed BM5Z 2A572 A :GASKET - VACUUM PUMP | Qty: 1 | Warranty |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 1 | Warranty |
| Installed AA5Z 9E583 A :SEAL | Qty: 1 | Warranty |
| Installed W715777 S300 :RING | Qty: 4 | Warranty |
| Installed W715778 S300 :RING - ADJUSTING | Qty: 4 | Warranty |
| Installed W715309 S300 :STUD | Qty: 4 | Warranty |
| Installed CM5Z 9J323 A :TUBE ASY | Qty: 1 | Warranty |
| Installed CM5Z 6K682 L :TURBOCHARGER ASY | Qty: 1 | Warranty |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | Qty: 1 | Warranty |
| Installed CM5Z 6K679 B :PIPE - OIL FEED | Qty: 1 | Warranty |
| Installed F1FZ 9N454 K :HEAT SHIELD | Qty: 1 | Warranty |
| Installed CM5Z 6A345 A :BOLT - HEX.HEAD | Qty: 1 | Warranty |
| Installed CM5Z 00812 F :BOLT | Qty: 4 | Warranty |
| Installed CM5Z 00812 E :BOLT | Qty: 10 | Warranty |
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. | Qty: 5 | Warranty |
| Installed W715991 S442 :BOLT | Qty: 1 | Warranty |

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

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

# FIESTA

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 | |
|---|---|
| 03/27/23 | |
| R/O Close Date | Status |
| 04/19/23 | Pre-Invoice |
| Mileage In | Mileage Out |
| 39708 | 39715 |
| Service Advisor / Tag # | |
| RAYMOND GAMBOA/8273 | |

[redacted]

| Year | Make | Model | Body | Delivery Date | In-Service Date |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT | UT | 09/02/20 | 09/02/20 |

| Color | License Number |
|---|---|
| RUBY RED | |

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Installed CM5Z 6C683 A :FILTER ASY | Qty: 1 | Warranty |
| Installed CM5Z 6378 A :WASHER | Qty: 1 | Warranty |
| Installed CM5Z 8255 B :GASKET | Qty: 1 | Warranty |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 1 | Warranty |
| Installed CM5Z 6700 B :SEAL ASY - CRANKSHAFT OIL - | Qty: 1 | Warranty |
| Installed CM5Z 6L092 A :TUBE ASY - DRAIN | Qty: 1 | Warranty |
| Installed CM5Z 6K679 B :PIPE - OIL FEED | Qty: 1 | Warranty |
| Installed ZC 31 B :CLEANER - METAL SURFACE | Qty: 2 | Warranty |
| Installed PM 4 A :BRAKE CLEANER | Qty: 1 | Warranty |
| Installed ZC 20 :SHAMPOO - ENGINE | Qty: 1 | Warranty |
| Installed ZC 30 A :REMOVER - SILICONE | Qty: 1 | Warranty |
| Installed TA 357 :SEALANT - SILICONE | Qty: 1 | Warranty |
| Installed XL 2 :LUBRICANT - UNIVERSAL ANTI-SEI | Qty: 1 | Warranty |
| Installed TA 16 :ADHESIVE | Qty: 1 | Warranty |
| Installed SP 538 AX :SPARK PLUG | Qty: 3 | Warranty |
| Installed CM5Z 8255 A :GASKET | Qty: 1 | Warranty |
| Installed XO 5W20 Q1SP :MOTORCRAFT SAE 5W-20 API G | Qty: 5 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty |
| Installed GN1Z 8A080 A :TANK ASY - RADIATOR OVERFL | Qty: 1 | Warranty |
| TECH 145 REPLACED THE ENGINE LONG BLOCK USING ALL APPROVED FORD GASKET REMOVERS, PARTS CLEANERS, SHAMPOO AND METAL SURFACE PREP WIPES TO CLEAN ALL RELATED MATING SURFACES PER WSM ALSO REPLACED ALL RELATED SEALS, GASKETS AND NON-REUSABLE HARDWARE AND REINSTALLED ALL COMPONENTS REMOVED FOR REPAIRS IN THE REVERSE ORDER. PERFORMED A OIL AND FILTER CHANGE. RESET ALL OF THE TIRE PRESSURES | | |

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

© 2018 DEALERTRACK TECHNOLOGIES - Dealership Application Group

# 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 |
|---|---|
| 03/27/23 | [redacted] |
| R/O Close Date | Status |
| 04/19/23 | Pre-Invoice |
| Mileage In | Mileage Out |
| 39708 | 39715 |
| Service Advisor / Tag # | |
| RAYMOND GAMBOA/8273 | |

[redacted]

| Year | Make | Model | Body | Delivery Date | In-Service Date |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT | UT | 09/02/20 | 09/02/20 |

| Color | License Number |
|---|---|
| RUBY RED | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| THE FRONT TIRE AIR PRESSURES HAVE BEEN SET TO 35 PSI THE REAR TIRE AIR PRESSURES HAVE BEEN SET TO 35 PSI. CLEARED ALL CODES & VERIFIED CODES DID NOT RETURN. CHECKED ALL FLUIDS AND TOPPED OFF AS NECESSARY. RESET THE KEEP ALIVE MEMORY. THE SYSTEM IS OPERATING AS DESIGNED. PRESSURE TEST COOLING SYSTEM AND FOUND CRACK ON COOLANT BOTTLE REMOVED AND REPLACED | |

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group



FARAH & FARAH

Protecting you and your family since 1979.

www.farahandfarah.com

November 22, 2022

**Via Certified Mail R.R.R.**
Ford Motor Company
Attn: Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

[redacted]

Dear Sir or Madam:

Please be advised that this firm has the privilege of representing [redacted] regarding claims against Ford Motor Company and Ford Blue Advantage pursuant to the Federal Magnuson-Moss Warranty Act with regard to the above-listed 2018 Ford EcoSport (the "Vehicle"). Going forward, please cease all communication with my client and direct all correspondence to this office. Additionally, you are hereby notified that any settlement made with our client must include compensation for all statutory and other relief available to a consumer, including attorney's fees and costs. If you settle directly with our client, and do not make arrangements for payment of fees and costs, we will file suit against you. In addition, you are hereby notified of our attorney's fees lien with regard to this matter. I thank you in advance for your cooperation in this regard.

On or about August 16, 2022 my client purchased the Vehicle from Walker Ford in Clearwater, Florida, for approximately $24,594.45. Unfortunately, and as set forth in greater detail below, the Vehicle my client purchased has proven to be plagued with ongoing issues that substantially impair the use, value and safety of the Vehicle. The issues and defects include, but are not limited to, the following:

- Vehicle stalls suddenly;
- Various power train failure messages are displayed;
- Powertrain malfunction;
- Overheating of the engine; and
- All additional complaints made by our client, whether or not they are contained in your company's records or in the records of your authorized service providers.

**DEMAND**

My client has already afforded Ford Motor Company multiple opportunities to correct the issues listed above, but the Vehicle remains in a defective state. The defects and non-conformities listed above constitute a substantial impairment of the use, value and safety of the Vehicle. Your failure and/or refusal to repair said defects and non-conformities in accordance with the terms of your respective warranties, constitutes a breach of warranty entitling my client to recovery. See Rastaedt v. Mercedes-Benz USA, LLC, 63 So. 3d 41 (Fla. 4th DCA 2011); Ocana v. Ford Motor Company, 992 So. 2d 319 (Fla. 3d DCA 2008); Zelyony v. Porsche Cars N. Am., Inc., 2008 U.S. Dist. LEXIS 31439 (S.D. Fla. 2008).

To the extent my client has not already placed you on notice, you are hereby notified that your failure to successfully repair the defects and non-conformities in the subject Vehicle constitute a breach of your warranty. The repair history for the Vehicle clearly shows that you have been unable or unwilling to correct the defects and nonconformities, after being afforded more than reasonable opportunities to do so. Accordingly, your warranty has failed of its essential purpose, and my client is entitled to seek any remedy available at law. See Frank Griffin Volkswagen, Inc. v. Smith, 610 So. 2d 597 (Fla. 1st DCA 1992); Burns v. DaimlerChrysler, 914 So.2d 451 (Fla. 4th DCA 2006).

It is my client's contention that you have already been provided with sufficient opportunities to cure the breach of warranty. However, if you are interested in making an additional attempt at curing the breach of warranty, my client has authorized me to resolve this matter for a repurchase of the subject Vehicle, reimbursement of all loan and insurance payments made to date, damages for loss of use of the Vehicle, and payment of attorney's fees and costs, which are relatively low as of the date of this writing. My client will also agree to execute a mutually agreeable release agreement as a condition of settlement.

My client is neither litigious nor unreasonable and she only want the quality product she expected when she purchased the Vehicle. As such, I respectfully request that you contact me on or before **Wednesday, December 7, 2022**, to accept my client's demand and finalize the terms of same. If this matter is not resolved within the stated timeframe, my client has instructed me to pursue any and all legal and equitable remedies available to her under state and federal law, including an award of costs and attorneys' fees incurred in seeking same.

PLEASE GOVERN YOURSELVES ACCORDINGLY.



Joshua T. Kaleel, Esq. email: jkaleel@farahandfarah.com phone: (904) 680-7779
Mirna Lynch email: mlynch@farahandfarah.com phone: (904) 638-1355

FARAH FARAH
Here for you. Here for good.

221102788





7022 1670 0001 5476 6105

FORD MOTOR COMPANY

DEC 1 2 REC'D

OFFICE OF THE GENERAL COUNSEL

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

PE23-015 000614 LC SV



LEMBERG LAW

February 13, 2020

**VIA EMAIL to OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2018 Ford Eco[redacted] |
| **VIN #** | MAJ3P1TE2JC[redacted] |
| **Record Owner** | Mary Durand |
| **State of Purchase or Lease** | Texas |

Dear Sir or Madam:

Lemberg Law L.L.C. is writing on behalf of the above client with regard to the above vehicle purchased. **Please consider this your statutory notice for an opportunity to correct the defects specified below.** Should litigation become necessary, a lawsuit shall be filed in the Texas court. We will seek relief on our client's behalf under Texas Lemon Law, the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Texas consumers.

Since the purchase date and during the warranty period, this vehicle has been out of service at least thirty (30) days and subject to repair due to failed engine.

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

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

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement.

Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

*/s/ Jennifer Solak*

Jennifer Solak, Esq.
(203) 653-2250 Ext. 5528
jsolak@lemberglaw.com



LEMBERG LAW

**Trinette G. Kent, Esq.**
**Associate**
✆ +1.203.653.2250 x 5533
☎ +1.203.653.3424
✉ tkent@lemberglaw.com

November 18, 2022

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2018 Ford EcoSport SE |
| **VIN #** | MAJ3P1TE4JC[redacted] |
| **Record Owner** | Julia Escobosa |
| **State of Purchase or Lease** | California |

Dear Sir or Madam:

Lemberg Law L.L.C. is writing on behalf of the above client with regard to the above vehicle purchased. We seek relief on our client's behalf under California Lemon Law, the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting California consumers, including the California Unfair Trade Practices Act. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service over 30 days and subject to repair due to the low oil pressure light coming on and engine suffering a catastrophic failure.

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

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

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

Sincerely,

*/s/ Trinette Kent*

Trinette Kent, Esq.

[redacted]

**AutoNation**

**AutoNation Ford Tustin**

2 AUTO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.autonation.com

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN | MILEAGE OUT |
|---|---|---|---|---|---|---|
| GREY | 18 | FORD ECOSPORT | MAJ3P1TE4J[redacted] | | 54223 | 54223 |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | | R.O. OPENED | READY |
|---|---|---|---|---|---|---|---|---|
| 01JAN18 D | | | 19:00 09OCT22 | | | CASH | 08NOV22 10:12 03OCT22 | 10:52 08NOV22 |

OPTIONS: DLR:05414

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
**********
C** CUSTOMER STATES WHEN SHE STARTS THE VEHICLE THE A/C MAKES A CLICKING NOISE. CHECK AND ADVISE.
A85 A85 DIAG OTHER ELECTRICAL ACCESSORY CONCERNS
4599 CF 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
54223 COULD NOT DUPLICATE CUSTOMERS CONCERN. COULD HAVE BEEN RELATED TO LINE A CONCERN.
**********

**********
PREVIOUS ESTIMATE: 0.00 NEW ESTIMATE: 198.99 ADDITIONAL COST: 198.99
03OCT22 10:12 SA: 9367
**********

**********
PREVIOUS ESTIMATE: 0.00 NEW ESTIMATE: 0.00 ADDITIONAL COST: 0.00
03OCT22 10:12 SA: 9367
**********

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

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

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

***Customer Copy***

**B.A.R. #AG126349**
**E.P.A. #CA0000195214**

"I acknowledge notice and oral approval of an increase in the original estimated price."

(signature or initials)

"By law you may choose another facility to perform any needed repairs or adjustments which the smog check test indicates are necessary."

**ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE. ALL NEW REPLACEMENT PARTS AND LABOR HAVE A LIMITED WARRANTY FOR 12,000 MILES OR 12 MONTHS, WHICHEVER COMES FIRST.**

**PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.**

X
**CUSTOMER SIGNATURE**

STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

| 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.**

Copyright 2014 CDK Global, LLC EMF SERVICE INVOICE - XSI6C - 9698064 - IMAGING

[redacted]

**AutoNation**

**AutoNation Ford Tustin**

2 AUTO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.autonation.com

| COLOR | YEAR | MAKE/MODEL | VIN | | MILEAGE IN | MILEAGE OUT |
|---|---|---|---|---|---|---|
| GREY | 18 | FORD ECOSPORT | MAJ3P1TE4JC[redacted] | | 54223 | 54223 |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE | R.O. OPENED | READY |
|---|---|---|---|---|---|---|---|---|---|
| 01JAN18 D | | | 19:00 09OCT22 | | | CASH | 08NOV22 | 10:12 03OCT22 | 10:52 08NOV22 |

OPTIONS: DLR:05414

RETARDED, OVER ADVANCED, P0299 P0339 UNDER BOOST CONDITION, ENGINE OIL LIGHT IS ON OIL LEVEL IS OK, PERFORMED ENGINE OIL PRESSURE, ENGINE HAS NO OIL PRESSURE, THE GAUGE STAYED AT 0, REMOVED VALVE COVER AND OIL PAN FOR INSPECTION FOUND EXCESSIVE WEAR IN CAM CAPS FOUND METAL IN OIL PAN, FOUND ENGINE OIL PUMP BELT AND TESNIONER BROKEN, PERFORMED SS #49918 TO REPLACE LONG BLOCK AND TURBO ASSEMBLY, REMOVED ENGINE ASSEMBLY, REMOVED AND REPLACED LONG BLOCK TRANSFERRED COMPONENTS ON TO NEW ENGINE, REPLACED TURBO ASSEMBLY PER WORK SHOP MANUAL, CLEARED CODES BLED COOLING SYSTEM, ROAD TEST AFTER REPAIR ENGINE AND TURBO WORKING AS DESIGNED AFTER REPAIR.

**********

B Customer requested to have Multi Point Inspection performed this visit

MULTI-A Customer requested to have Multi Point Inspection performed this visit
3664 SOLIS,GABRIEL LIC#: 000777976
CF 0.00 0.00

GBATT BATTERY CHECKED AND OK AT THIS TIME
3664 SOLIS,GABRIEL LIC#: 000777976
CF 0.00 0.00

GBK CHECKED BRAKES OK
3664 SOLIS,GABRIEL LIC#: 000777976
CF 0.00 0.00

GTIRE CHECKED TIRES OK 7/32 OR GREATER
3664 SOLIS,GABRIEL LIC#: 000777976
CF 0.00 0.00

NBK Brakes not inspected.
3664 SOLIS,GABRIEL LIC#: 000777976
CF 0.00 0.00

RTIRE RED TIRE: ONE OR MORE TIRE(S) IS WORN TO LEGAL LIMIT (WEAR BAR). VEHICLE IS UNSAFE. CUSTOMER HAS BEEN ADVISED X_____.
3664 SOLIS,GABRIEL LIC#: 000777976
CF 0.00 0.00

AutoNation

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

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

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

***Customer Copy***

**B.A.R. #AG126349**
**E.P.A. #CA0000195214**

"I acknowledge notice and oral approval of an increase in the original estimated price."

(signature or initials)

"By law you may choose another facility to perform any needed repairs or adjustments which the smog check test indicates are necessary."

**ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE. ALL NEW REPLACEMENT PARTS AND LABOR HAVE A LIMITED WARRANTY FOR 12,000 MILES OR 12 MONTHS, WHICHEVER COMES FIRST.**

**PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.**

X

**CUSTOMER SIGNATURE**

STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

| 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.**

Copyright 2014 CDK Global, LLC EMF SERVICE INVOICE - XSI6C - 9698064 - IMAGING

[redacted]

**AutoNation**

**AutoNation Ford Tustin**

2 AUTO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.autonation.com

***V KIRK***

| | | | | | | | LICENSE | MILEAGE IN | MILEAGE OUT |
|---|---|---|---|---|---|---|---|---|---|
| GREY | 18 | FORD ECOSPORT | | MAJ3P1TE4JC[redacted] | | | | 54223 | 54223 |
| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE | R.O. OPENED | READY |
| 01JAN18 D | | | 19:00 09OCT22 | | | CASH | 08NOV22 | 10:12 03OCT22 | 10:52 08NOV22 |

OPTIONS: ~~DLR:05414~~

| | | |
|---|---|---|
| 1 | CM5Z*9J323*A TUBE ASY | (N/C) |
| 1 | CM5Z*6L092*A TUBE ASY - DRAIN | (N/C) |
| 1 | CM5Z*6K679*B PIPE - OIL FEED | (N/C) |
| 1 | ZC*31*B CLEANER - METAL SURFACE | (N/C) |
| 1 | ZC*20* SHAMPOO - ENGINE | (N/C) |
| 1 | TA*357* SEALANT - SILICONE | (N/C) |
| 1 | TA*16* ADHESIVE | (N/C) |
| 1 | CM5Z*8255*A GASKET | (N/C) |
| 3 | CM5Z*9439*A GASKET - INTAKE MANIFOLD | (N/C) |
| 1 | CM5Z*8592*B CONNECTION - WATER OUTLET | (N/C) |
| 6 | F1FZ*6379*A BOLT - HEX.HEAD | (N/C) |
| 1 | BM5Z*2A572*A GASKET - VACUUM PUMP | (N/C) |
| 1 | 4R8Z*6N652*A GASKET | (N/C) |
| 4 | *W715309*S300 STUD | (N/C) |
| 6 | F1FZ*6379*A BOLT - HEX.HEAD | (N/C) |
| 4 | *W716271*S437 NUT | (N/C) |
| 3 | HYFS*093*YECX SPARK PLUG | (N/C) |
| 1 | CM5Z*8575*D THERMOSTAT ASY | (N/C) |
| -1 | G1FZ*6006*A CORE RETURN | (N/C) |
| -1 | CM5Z*6K682*L CORE RETURN | (N/C) |

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
3664
SUBL WARRANTY RENTAL FOR 10 DAYS.
WF (N/C)
FC: F
SUBL INTERNAL RENTAL FOR REMAINING 9 DAYS
IFERS (N/C)
FC: F

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

54223 CC 01 CP 6C348 12650D .2 12650D45 .3 6007E .7 6007E1 .7 6600B .5 6007A 8.1 6007A34 3.3 6007AXQ .2 3664 14.0HRS VERIFIED CUSTOMER CONCERN, EEC TEST P0012 P0014 A CAMSHAFT POSITIONING TIMING OVER

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

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

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

***Customer Copy***

**B.A.R. #AG126349**
**E.P.A. #CA0000195214**

"I acknowledge notice and oral approval of an increase in the original estimated price."

(signature or initials)

"By law you may choose another facility to perform any needed repairs or adjustments which the smog check test indicates are necessary."

**ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE. ALL NEW REPLACEMENT PARTS AND LABOR HAVE A LIMITED WARRANTY FOR 12,000 MILES OR 12 MONTHS, WHICHEVER COMES FIRST.**

**PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.**

X

**CUSTOMER SIGNATURE**

**STORE HOURS**
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

| 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.**

Copyright 2014 CDK Global, LLC EMF SERVICE INVOICE - XSI6C - 3638064 - IMAGING

[redacted]

AutoNation

AutoNation Ford Tustin

TO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.autonation.com

| | | | | | | | | MILEAGE IN | MILEAGE OUT |
|---|---|---|---|---|---|---|---|---|---|
| GRY | 18 | FORD ESCAPE SEL | | | | | | 54223 | 54223 |
| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE | R.O. OPENED | READY |
| 01JAN18 D | | | 19:00 09OCT22 | | | CASH | 08NOV22 | 10:12 03OCT22 | 10:52 08NOV22 |

OPTIONS: DLR:05414

A CUSTOMER STATES THE ENGINE IS RATTLING SUPER BADLY AND THAT THE CHECK ENGINE LIGHT IS ON. CHECK AND ADVISE.

CAUSE:

EN001 Miscellaneous Engine - Repair
3664 SOLIS,GABRIEL LIC#: 000777976
WF

| | |
|---|---|
| 1 G1FZ*6006*A SERVICE ENGINE ASY | (N/C) |
| CORE CHARGE W | (N/C) |
| 2 DAYS | (N/C) |
| 1 CM5Z*6K682*L TURBOCHARGER ASY | (N/C) |
| CORE CHARGE W | (N/C) |
| 1 *W715141*S442 BOLT | (N/C) |
| 14 *W715474*S437 BOLT AND WASHER ASY - HEX.HEAD | (N/C) |
| 1 GN1Z*5A215*A CLAMP - EXHAUST | (N/C) |
| 1 CM5Z*9450*A GASKET | (N/C) |
| 4 *W715618*S437 NUT | (N/C) |
| 2 *W716271*S437 NUT | (N/C) |
| 1 BE8Z*6731*AC KIT - ELEMENT & GASKET - OIL F | (N/C) |
| 8 *W715309*S300 STUD | (N/C) |
| 1 XL*2* LUBRICANT - UNIVERSAL ANTI-SEI | (N/C) |
| 1 VC*13*G ANTI-FREEZE | (N/C) |
| 2 *W500414*S442 BOLT | (N/C) |
| 1 *W715141*S442 BOLT | (N/C) |
| 14 *W715474*S437 BOLT AND WASHER ASY - HEX.HEAD | (N/C) |
| 6 *W715195*S437 BOLT | (N/C) |
| 1 GN1Z*5A215*A CLAMP - EXHAUST | (N/C) |
| 1 4R8Z*6N652*A GASKET | (N/C) |
| 1 F1FZ*9N454*K HEAT SHIELD | (N/C) |
| 10 *W716271*S437 NUT | (N/C) |
| 1 AA5Z*9E583*A SEAL | (N/C) |
| 1 CM5Z*9229*A KIT - "O" RING | (N/C) |
| 1 CM5Z*6700*B SEAL ASY - CRANKSHAFT OIL - FR | (N/C) |

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

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

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

***Customer Copy***

**B.A.R. #AG126349**
**E.P.A. #CA0000195214**

"I acknowledge notice and oral approval of an increase in the original estimated price."

(signature or initials)

"By law you may choose another facility to perform any needed repairs or adjustments which the smog check test indicates are necessary."

**ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE. ALL NEW REPLACEMENT PARTS AND LABOR HAVE A LIMITED WARRANTY FOR 12,000 MILES OR 12 MONTHS, WHICHEVER COMES FIRST.**

**PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.**

X
CUSTOMER SIGNATURE

STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

| 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.**



Copyright 2014 CDK Global, LLC EMF SERVICE INVOICE - XSIGC - 3698064 - IMAGING

[redacted]

AutoNation

AutoNation Ford Tustin

TO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.autonation.com

| | | | | | | | | MILEAGE IN | MILEAGE OUT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 54230 | 54230 |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | P.O. NO. | RATE | PAYMENT | INV. DATE | R.O. OPENED | READY |
| 01JAN18 D | | | 19:00 09NOV22 | | | CASH | 10NOV22 | 07:14 09NOV22 | 13:53 10NOV22 |

OPTIONS: DLR:05414

A CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON AND THE VEHICLE IS
RUNNING TERRIBLE. CHECK AND ADVISE.
D50 CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON
AND THE VEHICLE IS RUNNING TERRIBLE. CHECK
AND ADVISE.
3664 SOLIS,GABRIEL LIC#: 000777976

| | | | |
|---|---|---|---|
| CF | | 45.00 | 45.00 |
| 1 BAGM*48H6*760 BATTERY | 209.95 | 190.00 | 190.00 |
| CORE CHARGE C | | 16.00 | 16.00 |
| 1 LABATT CA Lead Acid Battery Fee HSC Section 25215 | | 2.00 | 2.00 |
| -1 BAGM*48H6*760 CORE RETURN | 209.95 | 16.00 | -16.00 |

PARTS: 190.00 LABOR: 45.00 OTHER: 2.00 TOTAL LINE A: 237.00

54230 VERIFIED CUSTOMER CONCERN EEC TEST P0012 P0014 P0339 P04DB,
ALL PERMANENT CODES, CLEARED CODES CLEARED CODES ROAD TEST AFTER REPAIR
NO CONCERN AFTER ROAD TEST, UP ON INSPECTION FOUND BATTERY WEAK,
REPLACED BATTERY CONCERN NO LONGER PRESENT.

**********

B Customer requested to have Multi Point Inspection performed this visit
MULTI-A Customer requested to have Multi Point
Inspection performed this visit
4599 CF 0.00 0.00

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

**********

**********
ESTIMATE: 0.00 09NOV22 07:14 SA: 9367
**********

14.73

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

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

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

***Customer Copy***

**B.A.R. #AG126349**
**E.P.A. #CA0000195214**

"I acknowledge notice and oral approval of an increase in the original estimated price."

(signature or initials)

"By law you may choose another facility to perform any needed repairs or adjustments which the smog check test indicates are necessary."

**ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE. ALL NEW REPLACEMENT PARTS AND LABOR HAVE A LIMITED WARRANTY FOR 12,000 MILES OR 12 MONTHS, WHICHEVER COMES FIRST.**

**PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.**

X

**CUSTOMER SIGNATURE**

STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 45.00 |
| PARTS AMOUNT | 190.00 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 2.00 |
| TOTAL CHARGES | 237.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 14.73 |
| **PLEASE PAY THIS AMOUNT** | **251.73** |

**Notice to Consumer: Please read important information on back.**

Copyright 2014 CDK Global, LLC EMF SERVICE INVOICE - XSI6C - 9698064 - IMAGING



PE23-015 000623 LC SV

PE23-015 000624 LC SV

AutoNation

**AutoNation Ford Tustin-2680**
**2 Auto Center Drive**
**Tustin California 92782**
**(714) 832-3300**

**Customer information**

[redacted]

**Transaction information**

[redacted]

**I Agree to Pay Above Total Amount According**

**Thank you for joining AutoNation's cancer-fight**
**to help drive out cancer. 100% of your donation**
**DRIVPINK.com to learn more.**



# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
3651 Lindell Rd.
Suite D
Las Vegas, NV 89103

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


January 7, 2021

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

Re: [redacted]
Vehicle: 2018 Ford Ecosport
VIN: MAJ3P1RE2JC[redacted]

Dear Sir/Madam:

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

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

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

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

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Ronaldo Bumbasi
Of Counsel Attorney for Plaintiff

CC: Ford Country, 280 N Gibson Rd, Henderson, NV 89014

[redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | | |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DE | | | 17:00 09JAN21 | | 0.00 | CASH | 12JAN21 |

| R.O. OPENED | READY | OPTIONS: DLR:7869 ENG:1.0_Liter |
|---|---|---|
| 10:41 09JAN21 | 11:39 12JAN21 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS | | | |
| CAUSE: 99P REPORT CARD INSPECTION | | | |
| 99P MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS | | | |
| 997321 CF | 0.00 | | 0.00 |
| GBRAKE CHECKED BRAKES OK AT THIS TIME | | | |
| 997321 CF | 0.00 | | 0.00 |
| 26314 SEE MPI FRONT BRAKES GREEN REAR BRAKES GREEN | | | |
| ********** | | | |
| B CUST STATES - WHEN HEATER IS ON EXHAUST FUMES GOES IN THE CABIN - MORE NOTICABLE WHEN VEHICLE IS IDLING AT A LIGHT - INSPECT AND ADVISE | | | |
| NC NO CHARGE | | | |
| 997321 IPS | | | (N/C) |
| 1 698 RID ODOR SERVICE | | | (N/C) |
| 26314 PERFORM AC VENT SERVICE PRESSURE TEST EXHAUST AND CHK FOR LEAKS NO LEAKS FOUND SMOKE TEST EXHAUST, UPPER MAN FOLD SIDE FOR LEAKS FOUND SMOKE LEAK , CONTACTED ENGINEERING ADVISED TO LOOSEN EXHAUST AND RE TOQUE ALL BOLTS AND RETEST FOR LEAK AND SMELL NO MORE LEAKS FOUND AT THIS TIME, VEH OPERATING NORMAL AT THIS TIME | | | |
| ********** | | | |
| C** SHOP FOREMAN TO INSPECT WITH TECHNICIAN AND ROADTEST AS NESS. | | | |
| INFO INFORMATION | | | |
| 998389 CF | 0.00 | | 0.00 |
| ********** | | | |

ATTN: JESUS

702.258.0070

SERVICE DEPARTMENT HOURS
MONDAY THRU FRIDAY
7:00 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

BODY SHOP HOURS
MONDAY THRU FRIDAY
8:00 AM TO 5:00 PM

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE X_____

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. 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 OF FORD.

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

Copyright 2000 ADP, Inc. SERVICE INVOICE TYPE 2 - 912C

CUSTOMER COPY

[redacted]

GAUDIN Ford Since 1923
6625 ROY HORN WAY
LAS VEGAS, NV 89118
www.gaudinford.com
A Family Tradition For Over 75 Years

CALL FOR A RESERVATION
DIRECT SERVICE LINE
Service (702) 796-2744
Fax (702) 731-5457

GENERAL
(702) 731-2121
Fax
(702) 737-0307

998425 CHRISTOPHER BARIT

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2J[redacted] | 057 F25 | 26309/26314 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DD | | | 17:00 09JAN21 | | 0.00 | CASH | 09JAN21 |

| R.O. OPENED | READY | OPTIONS: DLR:7869 ENG:1.0_Liter |
|---|---|---|
| 10:41 09JAN21 | 14:42 09JAN21 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS | | | |
| CAUSE: 99P REPORT CARD INSPECTION | | | |
| 99P MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS | | | |
| 997321 CF | | 0.00 | 0.00 |
| GBRAKE CHECKED BRAKES OK AT THIS TIME | | | |
| 997321 CF | | 0.00 | 0.00 |
| 26314 SEE MPI FRONT BRAKES GREEN REAR BRAKES GREEN | | | |
| ********** | | | |
| B CUST STATES - WHEN HEATER IS ON EXHAUST FUMES GOES IN THE CABIN - MORE NOTICABLE WHEN VEHICLE IS IDLING AT A LIGHT - INSPECT AND ADVISE | | | |
| NC NO CHARGE | | | |
| 997321 IPS | | | (N/C) |
| 1 698 RID ODOR SERVICE | | | (N/C) |
| 26314 PERFORM AC VENT SERVICE | | | |
| CHK FOR LEAKS NO LEAKS FOUND CHK FOR EXHAUST LEAKS NONE FOUND | | | |
| PERFORM AC VENT SERVICE AND RETEST OK ROAD TEST OK | | | |
| N/ C | | | |
| ********** | | | |
| C** SHOP FOREMAN TO INSPECT WITH TECHNICIAN AND ROADTEST AS NESS. | | | |
| INFO INFORMATION | | | |
| 998389 CF | | 0.00 | 0.00 |
| ********** | | | |

RE POSITION EXHAUST GASKET

**SERVICE DEPARTMENT HOURS**
MONDAY THRU FRIDAY
7:00 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

**BODY SHOP HOURS**
MONDAY THRU FRIDAY
8:00 AM TO 5:00 PM

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE X_____

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. 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 OF FORD.

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

Copyright 2000 ADP, Inc. SERVICE INVOICE TYPE 2 5/20

CUSTOMER COPY

[redacted] [redacted] all you on 5 next week

Ford COUNTRY
Everything We Do Is Driven By You

Valley Auto Mall
280 N. Gibson Rd.
Henderson, NV 89014

WORKORDER

PAGE 1

Service (702) 558-8080
Sales & Leasing (702) 566-FORD
Parts (702) 558-8100
Fax (702) 558-8030
www.fordcountrylv.com

SERVICE ADVISOR: 997136 MCCORMICK,ALISHA C

| [redacted] | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|---|
| Blue | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | 17009/ | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 IS 29JUN18 DD | 13DEC17 | | 17:00 21OCT19 | | 0.00 | CASH | |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 21OCT2019 08:44 | | SOLD-STK:60061 DLR:84445<br>ENG:1.0L_ECOBOOST_ENGINE<br>TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |

| LINE | OP CODE | TECH... | TYPE | DESCRIPTIONS/INSTRUCTIONS |
|---|---|---|---|---|
| # A | 99P | | C | MULTI POINT INSPECTION - NO PARTS ON THIS LINE |
| # B | DIAG | | W | customer states an oil leak \|CC: |
| # C | FCRENTAL | | W | **FC-CUSTOMER MUST RETURN RENTAL BY THE END OF THE BUSINESS DAY OF WHICH THE REPAIR IS COMPLETED. RETENTION OF RENTAL BEYOND THAT DATE WILL BE AT THE CUSTOMERS EXPENSE***CLAIM FOR TRANSPORTATION ASSIST WITH IN HOUSE RENTAL \|CC: |

**********

Preliminary Estimate : $0.00

**********

PRELIMINARY ESTIMATE $ _____

I hereby authorize the repair work to be done along with the necessary materials. You and your employees may operate vehicle for purpose of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs hereto. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court costs. I acknowledge this deposited property is not insured or protected to the amount of actual cash value thereof by the dealer against loss occasioned by theft, fire, acts of GOD and vandalism while such property remains with the depository. I also acknowledge no articles of personal property have been left in the vehicle and the dealer is not responsible for the inspection thereof.

AUTHORIZED BY X

| REVISED ESTIMATE (1) | DATE | TIME | BY |
|---|---|---|---|
| REVISED ESTIMATE (2) | | | |
| REVISED ESTIMATE (3) | | | |

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____
CUSTOMER SIGNATURE

Copyright 2014 CDK Global, LLC WORKORDER TYPE 2 SW2C - IMAGING

CUSTOMER COPY

PE23-015 000629 LC SV

[redacted]

[redacted]

*INVOICE*

Ford COUNTRY
Everything We Do Is Driven By You

Valley Auto Mall
280 N. Gibson Rd.
Henderson, NV 89014

PAGE 1

Service
(702) 558-8080
Sales & Leasing
(702) 566-FORD

Parts
(702) 558-8100
Fax
(702) 558-8030

www.fordcountrylv.com

SERVICE ADVISOR: 997136 ALISHA C MCCORMICK

| | | | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| Blue | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | 17009/17023 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 IS 29JUN18 DD | 13DEC17 | | 17:00 21OCT19 | | 0.00 | CASH | 22OCT19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:60061 DLR:84445 ENG:1.0L_ECOBOOST_ENGINE TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 08:44 21OCT19 | 13:27 22OCT19 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A MULTI POINT INSPECTION - NO PARTS ON THIS LINE | | | |
| 99P MULTI POINT INSPECTION - NO PARTS ON THIS LINE | | | |
| 997247 C | | 0.00 | 0.00 |
| GBK BRAKE LININGS ARE OK AT THIS TIME | | | |
| 997247 C | | 0.00 | 0.00 |
| GBATT BATTERY CONDITION IS GOOD | | | |
| 997247 C | | 0.00 | 0.00 |
| GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME. | | | |
| 997247 C | | 0.00 | 0.00 |
| 17023 GBRK, GBATT, GTIRE | | | |
| ********** | | | |
| B customer states an oil leak | | | |
| UTV UNABLE TO VERIFY | | | |
| 997247 C | | 0.00 | 0.00 |
| 17023 T247 ADDED OIL DYE ROAD TESTED VEH 14 MILES. INSPECTED WITH UV LIGHT. FOUND NO OIL LEAKS. | | | |
| ********** | | | |
| C **FC-CUSTOMER MUST RETURN RENTAL BY THE END OF THE BUSINESS DAY OF WHICH THE REPAIR IS COMPLETED. RETENTION OF RENTAL BEYOND THAT DATE WILL BE AT THE CUSTOMERS EXPENSE***CLAIM FOR TRANSPORTATION ASSIST WITH IN HOUSE RENTAL | | | |
| CAUSE: . | | | |
| FCRENTAL **FC-CUSTOMER MUST RETURN RENTAL BY THE END OF THE BUSINESS DAY OF WHICH THE REPAIR IS COMPLETED. RETENTION OF RENTAL BEYOND THAT DATE WILL BE AT THE CUSTOMERS EXPENSE***CLAIM FOR TRANSPORTATION ASSIST WITH IN HOUSE RENTAL | | | |
| 997247 W | | | (N/C) |
| FC: PART#: COUNT: | | | |
| CLAIM TYPE: | | | |

[redacted] A RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE X

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. 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 OF FORD.

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

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

Copyright 2000 ADP, Inc. SERVICE INVOICE TYPE 2 - 512C

CUSTOMER COPY

[redacted]

[redacted]

*INVOICE*

PAGE 2

Ford COUNTRY
Everything We Do Is Driven By You

Valley Auto Mall
280 N. Gibson Rd.
Henderson, NV 89014

Service
(702) 558-8080
Sales & Leasing
(702) 566-FORD

Parts
(702) 558-8100
Fax
(702) 558-8030

www.fordcountrylv.com

SERVICE ADVISOR: 997136 ALISHA C MCCORMICK

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| Blue | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | 17009/17023 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 IS<br>29JUN18 DI | 13DEC17 | | 17:00 21OCT19 | | 0.00 | CASH | 22OCT19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:60061 DLR:84445<br>ENG:1.0L_ECOBOOST_ENGINE<br>TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 08:44 21OCT19 | 13:27 22OCT19 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| 17023 | INFO | | | | | | |

**********

EST: 0.00 21OCT19 08:44 SA: 997136

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE X

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. 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 OF FORD.

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

Chevrolet 2000 ADP, Inc. SERVICE INVOICE TYPE 2 SIZE

CUSTOMER COPY

PE23-015 000631 LC SV

[redacted]

GAUDIN Ford Since 1923
6625 ROY HORN WAY
LAS VEGAS, NV 89118
www.gaudinford.com
*A Family Tradition For Over 75 Years*

CALL FOR A RESERVATION
DIRECT SERVICE LINE
Service (702) 796-2744
Fax (702) 731-5457

GENERAL
(702) 731-2121
Fax
(702) 737-0307

VISOR: 998315 VELOZ,MIGUEL

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted]057 F25 | | 25624/ | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DD | | | 17:00 26JUN20 | | 0.00 | CASH | |

| R.O. OPENED | READY | OPTIONS: DLR:7869 ENG:1.0_Liter |
|---|---|---|
| 26JUN2020 08:35 | | |

| LINE | OP CODE | TECH... | TYPE | DESCRIPTIONS/INSTRUCTIONS |
|---|---|---|---|---|
| # A | 99P | | CF | MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS |
| # B | X | | W | VEHICLE TOWED IN - C/S WHEN DRIVING ON HIGHWAY OIL PRESSURE LIGHT BECAME ILLUMINATED ON DASH AND VEHICLE BEGAN TO LOSE POWER AND SLOW DOWN - DRIVER PULLED OVER SAFELY TO SIDE OF ROAD AND VEHICLE THEN SHUT OFF COMPLETELY - CAN STILL ENTER ACCESSORY MODE BUT VEHICLE DOES NOT TURN ON CONFIRMED ON TOW LOT - INSPECT AND ADVISE \|CC: |
| # C | X | | CF | C/S TPMS FAULT LIGHT WAS ON AND FLASHING - INSPECT AND ADVISE |

I hereby acknowledge that this was an original estimate. Revised estimate may be given for my approval either personally or over the telephone. I have read and understand the information contained in this document and have received a copy.

PRELIMINARY ESTIMATE $ _____

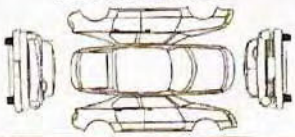
ORIGINAL ESTIMATE

X _____ X _____

AUTHORIZED BY X

| | DATE | TIME | BY |
|---|---|---|---|
| REVISED ESTIMATE (1) | | | |
| REVISED ESTIMATE (2) | | | |
| REVISED ESTIMATE (3) | | | |

**VISUAL DAMAGE**



I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____
CUSTOMER SIGNATURE

**We do not assume responsibility for loss or damage to article left in your vehicle.**

Copyright 2020 ADP, Inc. SERVICE WORK ORDER TYPE 2 - 5/4/2C

CUSTOMER COPY

PE23-015 000632 LC SV

[redacted]

GAUDIN
Ford
Since 1923

6625 ROY HORN WAY
LAS VEGAS, NV 89118
www.gaudinford.com
*A Family Tradition For Over 75 Years*

CALL FOR A RESERVATION
DIRECT SERVICE LINE
Service (702) 796-2744
Fax (702) 731-5457

GENERAL
(702) 731-2121
Fax
(702) 737-0307

998425 CHRISTOPHER BARIT

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DD | | | 17:00 11NOV20 | | 0.00 | CASH | 12NOV20 |

| R.O. OPENED | READY | OPTIONS: DLR:7869 ENG:1.0_Liter |
|---|---|---|
| 08:35 26JUN20 | 15:19 12NOV20 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS | | | |
| CAUSE: 99P REPORT CARD INSPECTION | | | |
| 99P MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS | | | |
| 997321 CF | | 0.00 | 0.00 |
| GBRAKE CHECKED BRAKES OK AT THIS TIME | | | |
| 997321 CF | | 0.00 | 0.00 |
| 25634 SEE MPI FRONT BRAKES GREEN REAR BRAKES GREEN | | | |
| ********** | | | |
| B VEHICLE TOWED IN - C/S WHEN DRIVING ON HIGHWAY OIL PRESSURE LIGHT BECAME ILLUMINATED ON DASH AND VEHICLE BEGAN TO LOSE POWER AND SLOW DOWN - DRIVER PULLED OVER SAFELY TO SIDE OF ROAD AND VEHICLE THEN SHUT OFF COMPLETELY - CAN STILL ENTER ACCESSORY MODE BUT VEHICLE DOES NOT TURN ON CONFIRMED ON TOW LOT - INSPECT AND ADVISE | | | |
| CAUSE: 3/36 PBB HOLD AND REF EFC08331 | | | |
| 6600B OIL PRESSURE - ENGINE - DIAGNOSIS - L | | | |
| 997321 W | | | (N/C) |
| 998045 W | | | (N/C) |
| 998435 W | | | (N/C) |
| MT6007E1 INSPECT AND DETERMINE ENGINE CONDITION (6675) - CHECK - NO LABOR OPERATION FOR THIS MODEL | | | |
| 997321 W | | | (N/C) |
| PRIOR COMPONENT REPLACEMENT - PRIOR APPROVAL | | | |
| 997321 W | | | (N/C) |
| 6007A ENGINE ASSEMBLY - REMOVE AND INSTALL (6007) - L | | | |
| 997321 W | | | (N/C) |
| MT6007A34 REPLACE ENGINE ASSY | | | |
| 997321 W | | | (N/C) |
| 1 CM5Z*6700*B SEAL ASY - CRANKSHAFT OIL - FR | | | (N/C) |
| 1 F1FZ*6359*B SPACER | | | (N/C) |
| 1 F1FZ*6A303*A GEAR | | | (N/C) |

Modcraft

**SERVICE DEPARTMENT HOURS**
MONDAY THRU FRIDAY
7:00 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

**BODY SHOP HOURS**
MONDAY THRU FRIDAY
8:00 AM TO 5:00 PM

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE X_____

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. 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 OF FORD.

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

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

Copyright 2000 ADP, Inc. SERVICE INVOICE TYPE 2 - 02C

CUSTOMER COPY

[redacted]

**GAUDIN**
Ford
Since 1923

6625 ROY HORN WAY
LAS VEGAS, NV 89118
www.gaudinford.com
*A Family Tradition For Over 75 Years*

CALL FOR A RESERVATION
DIRECT SERVICE LINE
Service (702) 796-2744
Fax (702) 731-5457

GENERAL
(702) 731-2121
Fax
(702) 737-0307

998425 CHRISTOPHER BARIT

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DD | | | 17:00 11NOV20 | | 0.00 | CASH | 12NOV20 |

| R.O. OPENED | READY | OPTIONS: DLR:7869 ENG:1.0_Liter |
|---|---|---|
| 08:35 26JUN20 | 15:19 12NOV20 | |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| | 4 | | | | *W711915*S437 BOLT - HEX.HEAD | | | (N/C) |
| | 1 | | | | F1FZ*6B651*A DRIVE BELT - OIL PUMP | | | (N/C) |
| | 1 | | | | CM5Z*6W846*A GEAR | | | (N/C) |
| | 4 | | | | *W718197*S437 BOLT | | | (N/C) |
| | 1 | | | | CM5Z*6637*A COVER - OIL PUMP | | | (N/C) |
| | 1 | | | | E3BZ*6306*B GEAR - CRANKSHAFT | | | (N/C) |
| | 1 | | | | CM5Z*6268*A BELT - TIMING | | | (N/C) |
| | 3 | | | | *W715991*S442 BOLT | | | (N/C) |
| | 2 | | | | *W715992*S442 BOLT | | | (N/C) |
| | 10 | | | | *W500414*S442 BOLT | | | (N/C) |
| | 1 | | | | CM5Z*6A311*A SHAFT - BALANCE | | | (N/C) |
| | 1 | | | | CM5Z*6584*B GASKET | | | (N/C) |
| | 6 | | | | F1FZ*6379*A BOLT - HEX.HEAD | | | (N/C) |
| | 1 | | | | CM5Z*8255*B GASKET | | | (N/C) |
| | 1 | | | | G1FZ*6006*A SERVICE ENGINE ASY | | | (N/C) |
| | 1 | | | | CM5Z*6K682*L TURBOCHARGER ASY | | | (N/C) |
| | | | | | CORE CHARGE W | | | (N/C) |
| | 2 | | | | CM5Z*6C535*A SEAL - VALVE | | | (N/C) |
| | 6 | | | | *W715195*S437 BOLT | | | (N/C) |
| | 3 | | | | CM5Z*9439*A GASKET - INTAKE MANIFOLD | | | (N/C) |
| | 1 | | | | CM5Z*9229*A KIT - "O" RING | | | (N/C) |
| | 3 | | | | HYFS*093*YEC SPARK PLUG | | | (N/C) |
| | 4 | | | | *W716271*S437 NUT | | | (N/C) |
| | 4 | | | | *W715309*S300 STUD | | | (N/C) |
| | 1 | | | | F1FZ*9N454*G HEAT SHIELD | | | (N/C) |
| | 1 | | | | *W715777*S300 RING | | | (N/C) |
| | 1 | | | | *W715778*S300 RING - ADJUSTING | | | (N/C) |
| | 1 | | | | CM5Z*8255*A GASKET | | | (N/C) |
| | 1 | | | | VC*13*G ANTI-FREEZE | | | (N/C) |
| | 4 | | | | *W715618*S437 NUT | | | (N/C) |
| | 1 | | | | CM5Z*9450*A GASKET | | | (N/C) |
| | 4 | | | | *W716271*S437 NUT | | | (N/C) |

FC: PART#: COUNT:
CLAIM TYPE:

**SERVICE DEPARTMENT HOURS**
MONDAY THRU FRIDAY
7:00 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

**BODY SHOP HOURS**
MONDAY THRU FRIDAY
8:00 AM TO 5:00 PM

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE X_____

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. 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 OF FORD.

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

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

Copyright 2000 ADP, Inc. SERVICE INVOICE TYPE 2 - 3JC

CUSTOMER COPY

[redacted]

**GAUDIN** Ford Since 1923

6625 ROY HORN WAY
LAS VEGAS, NV 89118
www.gaudinford.com
*A Family Tradition For Over 75 Years*

CALL FOR A RESERVATION
DIRECT SERVICE LINE
Service (702) 796-2744
Fax (702) 731-5457

GENERAL
(702) 731-2121
Fax
(702) 737-0307

R: 998425 CHRISTOPHER BARIT

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DD | | | 17:00 11NOV20 | | 0.00 | CASH | 12NOV20 |

| R.O. OPENED | READY | OPTIONS: DLR:7869 ENG:1.0_Liter |
|---|---|---|
| 08:35 26JUN20 | 15:19 12NOV20 | |

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

AUTH CODE:
997321
25634 OIL PUMP CAME APART
VERIFIED CONCERN FOUND ENG MAKING KNOCKING NOISE LOUD AND RATTLE
NOISE OIL LIGHT COMING CHK OIL LEVEL FULL PERFORM OIL PRESSURE TEST
FAILED FOUND 0 PSI MT FOR NO LABOR OPP PERFORM INSPECTION CHK FLUIDS
PERFORM TEAR DOWN FOR INSPECTION REMOVED OIL PAN AND VALVE COVER IN
VEHICLE MT FOR NO LABOR OPP FOUND DAMAGED TO OIL PUMP AND GEAR FOUND
BELTS CAME APART AND OIL PUMP GEAR BROKE N FOUND BROKEN OIL PUMP
TENSIONER FOUND SCORING TO ROD BEARINGS AND CAPS AND SCORING TO
CAMSHAFTS AND CAPS FOUND TURBO IMPELLER CAME APART FROM OIL STARVATION
PERFORM PRIOR APPROVAL WAS RECOMMENDED SINCE DAMAGED WAS NOT MAJOR TO
REPAIR AND RETEST WITH REPLACEMENT OF OIL PUMP AND DAMAGED COMPONENTS
SPECIAL ORDER PARTS ON DELAYED BACKORDER REMOVED ENG ASSY SINCE PARTS
ON BACKORDER AND WAITING FOR PARTS INSTALLED PARTS ON ARRIVAL OIL PUMP
AND RELATED COMPONENTS OIL PUMP BELT TENSIONER NEVER CAME IN PARTS
INSTALLED ON ENGINE EXHAUSTED ALL PARTS EMERGENCY ORDER PER COPIS
CONTACT HOTLINE WAS RECOMMENDED TO FOLLOW EFC08570 SINCE PARTS ON
DELAYED BACKORDER WITH NO RELEASE DATE QUALIFIED TO REPLACED WITH LONG
BLOCK REPLACE ENG ASSY WITH LONG BLOCK MT FOR NO LABOR OPP REPLACE
TURBO ASSY REPLACE NESS GASKETS AND HARDWARE REASSEMBLE AND RETEST OK
ROAD TEST OK UNABLE TO RETURN OIL PUMP SINCE INSTALLED ON ENGINE WHILE
WAITING FOR TENSIONER TO COME IN
6A311CC01
**********
C C/S TPMS FAULT LIGHT WAS ON AND FLASHING - INSPECT AND ADVISE
TPMS TPMS REPAIR
997318 CF 180.41 180.41
25634 DIAG RIGHT FRONT WHEEL HAS NO SENSOR. THE WHEEL AND TIRE
BEING USED AS A SPARE HAS A SENSOR IN IT. SENSOR GOES DORMANT IF TIRE
NOT IN USE. ROTATE TIRE FROM RIGHT FRONT TO SPARE TIRE.
**********
D** CLAIM FOR TRANSPORTATION ASSISTANCE -- RENTAL MUST BE RETURNED
WITHIN 24 HOURS OF REPAIR COMPLETION. RETENTION OF RENTAL

**SERVICE DEPARTMENT HOURS**
MONDAY THRU FRIDAY
7:00 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

**BODY SHOP HOURS**
MONDAY THRU FRIDAY
8:00 AM TO 5:00 PM

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE X_____

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. 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 OF FORD.

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

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

Chrysler 2000 ADP, Inc. SERVICE INVOICE TYPE 2 - 5/3C

CUSTOMER COPY

[redacted]

GAUDIN Ford Since 1923
6625 ROY HORN WAY
LAS VEGAS, NV 89118
www.gaudinford.com
A Family Tradition For Over 75 Years

CALL FOR A RESERVATION
DIRECT SERVICE LINE
Service (702) 796-2744
Fax (702) 731-5457

GENERAL
(702) 731-2121
Fax
(702) 737-0307

OR: 998425 CHRISTOPHER BARIT

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DD | | | 17:00 11NOV20 | | 0.00 | CASH | 12NOV20 |

| R.O. OPENED | READY | OPTIONS: DLR:7869 ENG:1.0_Liter |
|---|---|---|
| 08:35 26JUN20 | 15:19 12NOV20 | |

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

BEYOND 24 HOURS WITHOUT AUTHORIZATION WILL BE AT CUSTOMERS EXPENSE.
CAUSE: CLAIM FOR TRANSPORTATION ASSISTANCE
RENTAL CLAIM FOR TRANSPORTATION ASSISTANCE --
RENTAL MUST BE RETURNED WITHIN 24 HOURS OF REPAIR COMPLETION. RETENTION OF RENTAL BEYOND 24 HOURS WITHOUT AUTHORIZATION WILL BE AT CUSTOMERS EXPENSE.
999 W (N/C)
FC: PART#: RENTAL COUNT:
CLAIM TYPE: PRENT
AUTH CODE:
999
25624
PRENT PENDING COMPLETION
6/26-6/28 DIAG LATE VEH TOWED IN STAYED OVER WEEKEND
6/29-6/30 7760 NO CLOCK
7/1-7/2 DAIG AND PENDING PRIOR APPROVAL
7/3 SOP ON BACK ORDER
**********
E** DURING INSPECTION BATTERY FAILED LOAD TEST
CAUSE: 3/36 PBB
ADD ADD ON WARRANTY/ESP REPAIR
998045 W (N/C)
10654C BATTERY - TEST, CHARGE, AND RE-TEST (10653/10654/10655) - L
998045 W (N/C)
10654C1 BATTERY - REPLACE (10653/10654/10655) - L
998045 W (N/C)
1 9848 NAPA 75MO (N/C)
CORE CHARGE W (N/C)
-1 9848 CORE RETURN (N/C)
FC: D03 42
PART#: BAGM*48H6*760

**SERVICE DEPARTMENT HOURS**
MONDAY THRU FRIDAY
7:00 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

**BODY SHOP HOURS**
MONDAY THRU FRIDAY
8:00 AM TO 5:00 PM

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE X_____

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. 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 OF FORD.

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

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

Copyright 2000 ADP, Inc. SERVICE INVOICE TYPE 2 - 5130

CUSTOMER COPY

[redacted]

GAUDIN Ford Since 1923
6625 ROY HORN WAY
LAS VEGAS, NV 89118
www.gaudinford.com
A Family Tradition For Over 75 Years

CALL FOR A RESERVATION
DIRECT SERVICE LINE
Service (702) 796-2744
Fax (702) 731-5457

GENERAL
(702) 731-2121
Fax
(702) 737-0307

SOR: 998425 CHRISTOPHER BARIT

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2J[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DD | | | 17:00 11NOV20 | | 0.00 | CASH | 12NOV20 |

| R.O. OPENED | READY | OPTIONS: DLR:7869 ENG:1.0_Liter |
|---|---|---|
| 08:35 26JUN20 | 15:19 12NOV20 | |

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

COUNT:
CLAIM TYPE:
AUTH CODE: XE02P
998045
25634 FAILED BATT\ERY VERIFIED CONCERN PERFORM BATTERY TEST FAILED
REPLACE BATTERY AND RETEST OK ROAD TEST OK
**********
CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER 27.06

Motorcraft

PAID
NOV 13 2020
BY

**SERVICE DEPARTMENT HOURS**
MONDAY THRU FRIDAY
7:00 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

**BODY SHOP HOURS**
MONDAY THRU FRIDAY
8:00 AM TO 5:00 PM

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE X_____

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. 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 OF FORD.

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

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 180.41 |
| PARTS AMOUNT | 0.00 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 27.06 |
| TOTAL CHARGES | 207.47 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 2.27 |
| **PLEASE PAY THIS AMOUNT** | ~~209.74~~ 100.00 |

Copyright 2020 ADP, Inc. SERVICE INVOICE TYPE 2 - SI2C

CUSTOMER COPY

PE23-015 000637 LC SV

[redacted]

GAUDIN
Ford
Since 1923

6625 ROY HORN WAY
LAS VEGAS, NV 89118
www.gaudinford.com
*A Family Tradition For Over 75 Years*

CALL FOR A RESERVATION
DIRECT SERVICE LINE
Service (702) 796-2744
Fax (702) 731-5457

GENERAL
(702) 731-2121
Fax
(702) 737-0307

R: 998425 BARIT, CHRISTOPHER

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | | |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DD | | | 17:00 24NOV20 | | 0.00 | CASH | |

| R.O. OPENED | READY | OPTIONS: DLR:7869 ENG:1.0_Liter |
|---|---|---|
| 24NOV2020 08:15 | | |

| LINE | OP CODE | TECH... | TYPE | DESCRIPTIONS/INSTRUCTIONS |
|---|---|---|---|---|
| # A | 99P | 997321 | CF | MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS |
| # B | X | 997321 | W | CUST STATES SEEN FLUID LEAK FROM FRONT OF VEHICLE - INSPECT AND ADVISE \|CC: |
| # C | RECHECK | | CF | SHOP FOREMAN TO INSPECT WITH TECHNICIAN AND ROADTEST AS NESS. |

TD2-531-4384

Motorcraft

I hereby acknowledge that this was an original estimate. Revised estimate may be given for my approval either personally or over the telephone. I have read and understand the information contained in this document and have received a copy.

PRELIMINARY ESTIMATE $_____

ORIGINAL ESTIMATE

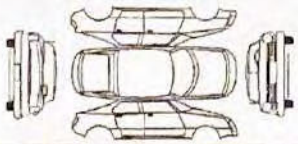
X_____

X_____

AUTHORIZED BY X

| | DATE | TIME | BY |
|---|---|---|---|
| REVISED ESTIMATE (1) | | | |
| REVISED ESTIMATE (2) | | | |
| REVISED ESTIMATE (3) | | | |

VISUAL DAMAGE



I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X_____
CUSTOMER SIGNATURE

**We do not assume responsibility for loss or damage to article left in your vehicle.**

Cashnet 2000 ADP, Inc. SERVICE WORKORDER TYPE 2 - SW2C

CUSTOMER COPY

[redacted]

**GAUDIN** Ford Since 1923

6625 ROY HORN WAY
LAS VEGAS, NV 89118
www.gaudinford.com
*A Family Tradition For Over 75 Years*

CALL FOR A RESERVATION
DIRECT SERVICE LINE
Service (702) 796-2744
Fax (702) 731-5457

GENERAL
(702) 731-2121
Fax
(702) 737-0307

OR: 998425 CHRISTOPHER BARIT

| | | | | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DD | | | 17:00 24NOV20 | | 0.00 | CASH | 25NOV20 |

| R.O. OPENED | READY | OPTIONS |
|---|---|---|
| 08:15 24NOV20 | 08:39 25NOV20 | DLR:7869 ENG:1.0_Liter |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS | | | |
| CAUSE: 99P REPORT CARD INSPECTION | | | |
| 99P MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS | | | |
| 997321 CF | | 0.00 | 0.00 |
| GBRAKE CHECKED BRAKES OK AT THIS TIME | | | |
| 997321 CF | | 0.00 | 0.00 |
| 25783 SEE MPI FRONT BRAKES GREEN REAR BRAKES GREEN | | | |
| ********** | | | |
| B CUST STATES SEEN FLUID LEAK FROM FRONT OF VEHICLE - INSPECT AND ADVISE | | | |
| RECHECK SHOP FOREMAN TO INSPECT WITH TECHNICIAN AND ROADTEST AS NESS. | | | |
| 997321 IPS | | | (N/C) |
| 1 4R8Z*6N652*A GASKET | | | (N/C) |
| 25783 TRUBO DRAIN BACK TUBE GASKET LEAKING | | | |
| CHK FOR LEAKS FOUND OIL LEAKING AT TURBO DRAIN BACK TUBE REPLACE GASKET REASSEMBLE AND RETEST OK ROAD TEST OK | | | |
| N/ C | | | |
| ********** | | | |
| C SHOP FOREMAN TO INSPECT WITH TECHNICIAN AND ROADTEST AS NESS. | | | |
| RECHECK SHOP FOREMAN TO INSPECT WITH TECHNICIAN AND ROADTEST AS NESS. | | | |
| 998389 IPS | | | (N/C) |
| ********** | | | |
| D** GAUDIN RENTAL VEHICLE -CLAIM FOR TRANSPORTATION ASSISTANCE | | | |
| CAUSE: RECHECK | | | |
| RENTAL CLAIM FOR TRANSPORTATION ASSISTANCE -- RENTAL MUST BE RETURNED WITHIN 24 HOURS OF REPAIR COMPLETION. RETENTION OF RENTAL BEYOND 24 HOURS WITHOUT AUTHORIZATION WILL BE AT CUSTOMERS EXPENSE. | | | |
| 997321 CF | | 0.00 | 0.00 |
| 25783 INFO LINE CLAIM FOR TRANSPORTATION ASSISTANCE | | | |

**SERVICE DEPARTMENT HOURS**
MONDAY THRU FRIDAY
7:00 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

**BODY SHOP HOURS**
MONDAY THRU FRIDAY
8:00 AM TO 5:00 PM

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE X_____

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. 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 OF FORD.

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

Copyright 2005 ADP, Inc. SERVICE INVOICE TYPE 2 - 9520

CUSTOMER COPY

[redacted]

GAUDIN
Ford
Since 1923

6625 ROY HORN WAY
LAS VEGAS, NV 89118
www.gaudinford.com
*A Family Tradition For Over 75 Years*

CALL FOR A RESERVATION
DIRECT SERVICE LINE
Service (702) 796-2744
Fax (702) 731-5457

GENERAL
(702) 731-2121
Fax
(702) 737-0307

SOR: 998425 BARIT,CHRISTOPHER

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | | |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DD | | | 17:00 02DEC20 | | 0.00 | CASH | |

| R.O. OPENED | READY | OPTIONS: DLR:7869 ENG:1.0_Liter |
|---|---|---|
| 02DEC2020 08:41 | | |

| LINE | OP CODE | TECH... | TYPE | DESCRIPTIONS/INSTRUCTIONS |
|---|---|---|---|---|
| # A | 99P | | CF | MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS |
| # B | X | | CF | CUST STATES SEEN FLUID LEAKING FROM FRONT OF VEHICLE WOULD ALSO SMELL BURNING SMELL - INSPECT AND ADVISE |
| # C | RECHECK | | CF | SHOP FOREMAN TO INSPECT WITH TECHNICIAN AND ROADTEST AS NESS. |

Motorcraft

I hereby acknowledge that this was an original estimate. Revised estimate may be given for my approval either personally or over the telephone. I have read and understand the information contained in this document and have received a copy.

PRELIMINARY ESTIMATE $_____

ORIGINAL ESTIMATE

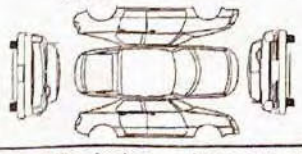
X_____

X_____

AUTHORIZED BY X

| | DATE | TIME | BY |
|---|---|---|---|
| REVISED ESTIMATE (1) | | | |
| REVISED ESTIMATE (2) | | | |
| REVISED ESTIMATE (3) | | | |

**VISUAL DAMAGE**



I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES.

X_____
CUSTOMER SIGNATURE

**We do not assume responsibility for loss or damage to article left in your vehicle.**

Copyright 2000 ADP, Inc. SERVICE WORKORDER TYPE 3 SWEC

CUSTOMER COPY

[redacted]

**GAUDIN** Ford Since 1923

6625 ROY HORN WAY
LAS VEGAS, NV 89118
www.gaudinford.com
*A Family Tradition For Over 75 Years*

CALL FOR A RESERVATION
DIRECT SERVICE LINE
Service (702) 796-2744
Fax (702) 731-5457

GENERAL
(702) 731-2121
Fax
(702) 737-0307

SERVICE ADVISOR: 998425 CHRISTOPHER BARIT

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DD | | | 17:00 05DEC20 | | 0.00 | CASH | 28DEC20 |

| R.O. OPENED | READY | OPTIONS |
|---|---|---|
| 08:41 02DEC20 | 11:13 28DEC20 | DLR:7869 ENG:1.0_Liter |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS | | | |
| CAUSE: 99P REPORT CARD INSPECTION | | | |
| 99P MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS | | | |
| 997321 CF | | 0.00 | 0.00 |
| GBRAKE CHECKED BRAKES OK AT THIS TIME | | | |
| 997321 CF | | 0.00 | 0.00 |
| 25932 SEE MPI FRONT BRAKES GREEN REAR BRAKES GREEN | | | |
| ********** | | | |
| B CUST STATES SEEN FLUID LEAKING FROM FRONT OF VEHICLE WOULD ALSO SMELL BURNING SMELL - INSPECT AND ADVISE | | | |
| CAUSE: 3/36 PBB | | | |
| 6007D ENGINE OIL LEAKS - DIAGNOSIS - L | | | |
| 997321 W | | | (N/C) |
| 998045 W | | | (N/C) |
| MT6L092 REPLACE TURBO BACK TUBE | | | |
| 998045 W | | | (N/C) |
| 14 *W715474*S437 BOLT AND WASHER ASY - HEX.HEAD | | | (N/C) |
| 1 GN1Z*5A215*A CLAMP - EXHAUST | | | (N/C) |
| 4 *W715309*S300 STUD | | | (N/C) |
| 4 *W716271*S437 NUT | | | (N/C) |
| 1 CM5Z*9450*A GASKET | | | (N/C) |
| 1 CM5Z*6L092*A TUBE ASY - DRAIN | | | (N/C) |
| 1 4R8Z*6N652*A GASKET | | | (N/C) |
| 1 34000601 RTDDYE LEAK DYE | | | (N/C) |
| FC: L85 D1 | | | |
| PART#: CM5Z*6L092*A | | | |
| COUNT: | | | |
| CLAIM TYPE: | | | |
| AUTH CODE: | | | |
| 997321 | | | |
| 25932 TURBO DRAIN BHACK TUBE LEAKING | | | |
| CHK FOR LEAKS WITH BLACK LIGHT AND DYE FOUND OIL LEAKING AT TURBO | | | |

**SERVICE DEPARTMENT HOURS**
MONDAY THRU FRIDAY
7:00 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

**BODY SHOP HOURS**
MONDAY THRU FRIDAY
8:00 AM TO 5:00 PM

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE X_____

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. 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 OF FORD.

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

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

Copyright 2000 ADP, Inc. SERVICE INVOICE TYPE 3 - 6/20

CUSTOMER COPY

[redacted]

[redacted]

**GAUDIN**
Ford
Since 1923

6625 ROY HORN WAY
LAS VEGAS, NV 89118
www.gaudinford.com
*A Family Tradition For Over 75 Years*

CALL FOR A RESERVATION
DIRECT SERVICE LINE
Service (702) 796-2744
Fax (702) 731-5457

GENERAL
(702) 731-2121
Fax
(702) 737-0307



SERVICE ADVISOR: 998425 CHRISTOPHER BARIT

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DD | | | 17:00 05DEC20 | | 0.00 | CASH | 28DEC20 |

| R.O. OPENED | READY | OPTIONS |
|---|---|---|
| 08:41 02DEC20 | 11:13 28DEC20 | DLR:7869 ENG:1.0_Liter |

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

DRAIN BACK TUBE REPLACE TURBO DRAIN BACK TUBE AND REPLACE NESS HARDWARE
REASSEMBLE AND RETEST OK ROAD TEST OK MT FOR NO LABOR TO REPLACE TURBO
DRAIN BACK TUBE AND NESS HARDWARE
6K677CC42

**********

C SHOP FOREMAN TO INSPECT WITH TECHNICIAN AND ROADTEST AS NESS.
CAUSE: REPEAT REPAIR SIGN OFF BY MGMT REQUIRED
RCK RECHECK SIGN OFF
998389 W (N/C)
FC: PART#: COUNT:
CLAIM TYPE: RCK
AUTH CODE:
998389
25932 inspected with tech

**********

D Moved to: 413027C Line: A
SPO Moved to: 413027C Line: A
999ISPLT (N/C)

**********

*** THE FOLLOWING WORK NOT DONE-TRANSFERRED TO RO#413027C ***
D Moved to: 413027C Line: A

**SERVICE DEPARTMENT HOURS**
MONDAY THRU FRIDAY
7:00 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

**BODY SHOP HOURS**
MONDAY THRU FRIDAY
8:00 AM TO 5:00 PM

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE X_____

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. 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 OF FORD.

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

Copyright 2006 ADP, Inc. SERVICE INVOICE TYPE 2 - 6/20

CUSTOMER COPY

[redacted]

[redacted]

PAGE 1

GAUDIN
Ford
Since 1923

6625 ROY HORN WAY
LAS VEGAS, NV 89118
www.gaudinford.com
A Family Tradition For Over 75 Years

CALL FOR A RESERVATION
DIRECT SERVICE LINE
Service (702) 796-2744
Fax (702) 731-5457

GENERAL
(702) 731-2121
Fax
(702) 737-0307

SERVICE ADVISOR: 998425 BARIT, CHRISTOPHER

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1RE2JC[redacted] | | | |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JUN20 IS<br>26JUN20 DD | | | 17:00 09JAN21 | | 0.00 | CASH | |

| R.O. OPENED | READY | OPTIONS: DLR:7869 ENG:1.0_Liter |
|---|---|---|
| 09JAN2021 10:41 | | |

| LINE | OP CODE | TECH... | TYPE | DESCRIPTIONS/INSTRUCTIONS |
|---|---|---|---|---|
| # A | 99P | | CF | MULTIPOINT INSPECTION ADD BATTERY AND TIRE READINGS |
| # B | X | | CF | CUST STATES - WHEN HEATER IS ON EXHAUST FUMES GOES IN THE CABIN - MORE NOTICABLE WHEN VEHICLE IS IDLING AT A LIGHT - INSPECT AND ADVISE |

I hereby acknowledge that this was an original estimate. Revised estimate may be given for my approval either personally or over the telephone. I have read and understand the information contained in this document and have received a copy.

PRELIMINARY ESTIMATE $ _____

ORIGINAL ESTIMATE

X _____ X _____

AUTHORIZED BY X

| | DATE | TIME | BY |
|---|---|---|---|
| REVISED ESTIMATE (1) | | | |
| REVISED ESTIMATE (2) | | | |
| REVISED ESTIMATE (3) | | | |

VISUAL DAMAGE



I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES.

X _____
CUSTOMER SIGNATURE

We do not assume responsibility for loss or damage to article left in your vehicle.

CUSTOMER COPY

Copyright 2006 ADP, Inc. SERVICE WORKORDER TYPE 2 SWIC



PE23-015 000645 LC SV

Alex Simanovsky & Associates, LLC
2300 Henderson Mill Rd.
Suite 300
Atlanta, GA 30345

FIRST-CLASS

PITNEY BOWES

US POSTAGE

02 1P $ 000.50⁰

0002103891 JUL 21 2020

MAILED FROM ZIP CODE 30345

Ford Motor Company
World Headquarters
Office of the General Counsel
One American Road
Dearborn, MI 48126

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

JUL 29 2020

OFFICE OF THE,
GENERAL COUNSEL

48126$2798 C097

# ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@FILELEMONLAW.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GEORGIA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-570-5413

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

JUL 29 2020

OFFICE OF THE,
GENERAL COUNSEL

July 16, 2020

Ford Motor Company
World Headquarters
Office of the General Counsel
One American Road
Dearborn, MI 48126

**RE:** [redacted]**ON**

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Electrical;**
3. **Check engine light;**
4. **Vehicle vibration;**
5. **Driveability;**
6. **No start;**
7. **Stalling;**

8. **Serious safety defect;**

9. **Excessive repair attempts;**

10. **Excessive days out of service.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the

part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC

[redacted]

Smith Ford
908 EAST OAK STREET
CONWAY, AR 72033
501-329-9881
800-367-3834

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m.
Monday - Friday
7:30 a.m. - 12:00 p.m. Saturday

| R/O Open Date | |
|---|---|
| 6/09/20 | |
| R/O Close Date | |
| 6/29/20 | |
| Mileage In | Mileage Out |
| 2033 | 2033 |
| Service Advisor / Tag # | |
| JONATHAN FORTNE/358 | |
| Vehicle Identification Number | |
| MAJ3S2FE2L[redacted] | |
| Delivery Date | [illegible] |
| 5/07/20 | 5/07/20 |

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT | S FWD | DIAMOND WH | |
| 20161 | | | | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| #1 - 600: ENGINE | |
| Customer states vehicle started shaking at idle and died and would not restart for a little bit wrench light was on. Customer was able to get car restarted after sitting now no wrench light | |
| Tech: SCOTT SMITH (695) | Warranty |
| Caused by | |
| stars 000328329 | |
| Tech: WILLIAM DECKER (567) | Warranty |
| tried to verify concern, drove several days to verify, acted up once, found relay bad, replaced and retested several more days. all ok now | |

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

(C) 2005 ARKONA, Inc. - Dealership Application Group (800)946-1628

**VEHICLE REGISTRATION CERTIFICATE**
**STATE OF ARKANSAS**
**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**KEEP THIS DOCUMENT IN YOUR VEHICLE**

[redacted]

07948374 0543

[redacted]

| | | | |
|---|---|---|---|
| REGISTRATION FEE 25.00 | REPLACEMENT FEE 0.00 | PURCHASE PRICE 21508.00 | LOCAL TAX(1) 0S 12.50 |
| CREDIT 0.00 | TRANSFER FEE 0.00 | PLUS EXT WARR 2530.00 | LOCAL TAX(2) 0.00 |
| ADDITIONAL FEES 0.00 | TITLE FEE 10.00 | LESS TRADE IN 0.00 | LOCAL TAX(3) 0.00 |
| PRO RATED FEES 0.00 | LIEN FEE 0.50 | TAXABLE PRICE 24038.00 | LOCAL TAX(4) 0.00 |
| SPECIAL FEE (1) 0.00 | PENALTY 0.00 | STATE TAX 1562.47 | TOTAL TAXES 1574.97 |
| SPECIAL FEE (2) 0.00 | POSTAGE 0.39 | STATE TAX PENALTY 0.00 | TOTAL REG FEES 43.89 |
| SPECIAL FEE (3) 2.50 | TEMP TAG FEE 5.50 | LOCAL TAX PENALTY 0.00 | TOTAL PAID 1618.86 |

LIENHOLDER(S)
FORD MOTOR CREDIT COMPANY

OFF-WAN-INFO
Title & Registration
5/28/2020 3:49:18 PM
Vilonia 23-03
AGENT
118 BISE DR
(501)796-8211
jstitt 2020-05-28

PEEL HERE

**INSTRUCTIONS:**
1) Remove decal by bending paper along dotted line.
2) Lift edge of decal and slowly peel.
3) See back side for instructions.

"Owner must sign in the space indicated on back of this certificate"

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

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

## TENNESSEE VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 05/07/2020

| Buyer (and Co-Buyer) Name and Address (including County and Zip Code) | CREDITOR (Seller Name and Address) |
|---|---|
| [redacted] | |

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

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate | FINANCE CHARGE<br>The dollar amount the credit will cost you | Amount Financed<br>The amount of credit provided to you or on your behalf | Total of Payments<br>The amount you will have paid when you have made all scheduled payments | Total Sale Price<br>The total cost of your purchase on credit, including your downpayment |
|---|---|---|---|---|
| 0.00 % | $ 0.00 | $ 26,450.47 | $ 26,450.47 | of $ 0.00<br>$ 26,450.47 |

1-800-727-7000

FORD CREDIT

www.fordcredit.com

Your Payment Schedule will be:

| Number of Payments | Amount of Payments | When Payments are Due<br>Monthly unless otherwise checked:<br>☐ Semi-Annually ☐ Annually |
|---|---|---|
| 71 | $ 367.37 | Starting 06/21/2020 |
| 1 | $ 367.20 | Final payment due on 05/21/2026 |

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 7.5 percent of the late amount or $50.00, whichever is less.
**Security Interest:** You are giving a security interest in the vehicle being purchased.
**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

### ADDITIONAL CONTRACT PROVISIONS

☐ Your last scheduled payment under this contract is a balloon payment.

**EXCESS WEAR, USE AND MILEAGE CHARGES**
If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to transfer ownership of the vehicle to Creditor under Paragraph B, you must pay the Creditor $0.N/A per mile for each mile in excess of N/A miles shown on the odometer.

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



T304021432-DP304021433 - This copy was created on Thu May 07 08:08:25 GMT 2020

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

| New/Used | Mileage | Year and Make | Model | Vehicle Identification Number | Use For Which Purchased |
|---|---|---|---|---|---|
| New | 8 | 2020 Ford | EcoSport | MAJ3S2FE[redacted] | al use unless otherwise d below mmercial ☐ Agricultural |

Trade-in N/A $ N/A $ N/A
Year and Make Gross Allowance Amount Owing

**ITEMIZATION OF AMOUNT FINANCED**

1. **Cash Price** ..... $ 22,941.47 (1)
2. **Down Payment**
   - **Third Party Rebate Assigned to Creditor** ..... $ N/A
   - **Cash Down Payment** ..... $ N/A
   - N/A $ N/A
   - **Trade-in** (description above) ..... $ N/A
   - **Total Down Payment** ..... $ 0.00 (2)
3. **Unpaid Balance of Cash Price** (1 minus 2) ..... $ 22,941.47 (3)
4. **Amounts paid on your behalf (Seller may be retaining a portion of these amounts)**
   - **To Public Officials**
     - (i) for license, title & registration fees $ N/A ;
     - (ii) for official fees $ N/A ;
     - (iii) for taxes (not in Cash Price) $ N/A $ N/A
   - **To Insurance Companies for:**
     - **Credit Life Insurance** ..... $ N/A
     - **Credit Disability Insurance** ..... $ N/A
     - N/A ..... $ N/A
     - N/A ..... $ N/A
   - To Ford Extended Service Coverage for Service Plan $ 2,530.00
   - To Financial GAP Administrator LL for GAP Waiver $ 850.00
   - To SMITH FORD, INC. for Service and Handling Fee $ 129.00
   - To N/A for N/A $ N/A
   - To N/A for N/A $ N/A
   - To N/A for N/A $ N/A
   - To N/A for N/A $ N/A
   - **Total** ..... $ 3,509.00 (4)
5. **Amount Financed** (3 plus 4) ..... $ 26,450.47 (5)

**Debt Cancellation Waiver Addendum (Optional)**

Purchase of the debt cancellation waiver is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into the contract. By signing below you agree to purchase the debt cancellation waiver for the price set forth on this contract in the Itemization of Amount Financed under

[redacted]

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy



T304021432-DP304021433 - This copy was created on Thu May 07 08:08:25 GMT 2020

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

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

## INSURANCE

**YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.**

**Credit Life**

N/A (Insurance Company) $ N/A (Premium) N/A (Insured(s))

You/We want Credit Life Insurance.

B N/A (Buyer Signs) B N/A (Co-Buyer Signs)

**Credit Disability**

N/A (Insurance Company) $ N/A (Premium) N/A (Insured(s))

You/We want Credit Disability Insurance.

C N/A (Buyer Signs) C N/A (Co-Buyer Signs)

**Other Optional Insurance**

| Coverage | Insurance Company | Premium | Term in Months |
|---|---|---|---|
| N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A |

You/We want the optional insurance for which premiums are included above.

N/A (Buyer Signs) N/A (Co-Buyer Signs)

**Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.**

**Anti-Theft Product (Optional)**

The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A $ N/A Term N/A

N/A $ N/A Term N/A

N/A $ N/A Term N/A

D N/A
Buyer Signs



T304021432-DP304021433 - This copy was created on Thu May 07 08:08:25 GMT 2020

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

[redacted] g and signed by you and the Creditor.

Co-Buyer: Signs F N/A

[redacted] HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.

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

## NOTICE TO THE BUYER

**Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.**

**Buyer (and Co-Buyer) acknowledge that (i) before electronically signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in paper copy of this contract and (ii) at the time of electronically signing this contract, Buyer (and Co-Buyer) received a true and completely filled in paper copy of this contract.**

[redacted] G N/A

Co-Buyer Signs

**Seller** SMITH FORD, INC. [redacted] **Title** FINANCE MANAGER

**THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.**

## ASSIGNMENT

**Seller will assign this contract electronically to** Ford Motor Credit Company LLC **("Assignee"), located in the state of Tennessee** [redacted] **e all the Seller's rights, privileges, and remedies.**

**Seller** SMITH FORD, INC. [redacted] **Title** FINANCE MANAGER

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy



T304021432-DP304021433 - This copy was created on Thu May 07 08:08:25 GMT 2020



LEMBERG LAW

**Trinette G. Kent, Esq.**
**Associate**
✆ +1.203.653.2250 x 5533
☎ +1.203.653.3424
✉ tkent@lemberglaw.com

December 5, 2022

**VIA EMAIL OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2018 Ford EcoSport SE |
| **VIN #** | MAJ3P1TEXJ [redacted] |
| **Record Owner** | Coll Fasi |
| **State of Purchase or Lease** | California |

Dear Sir or Madam:

Lemberg Law L.L.C. is writing on behalf of the above client with regard to the above vehicle purchased. **Please consider this your notice for an opportunity to correct the defects specified below.** We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting California consumers, including the California Unfair Trade Practices Act. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service over 45 days and subject to repair due to the engine failure and same defect continues to persist.

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

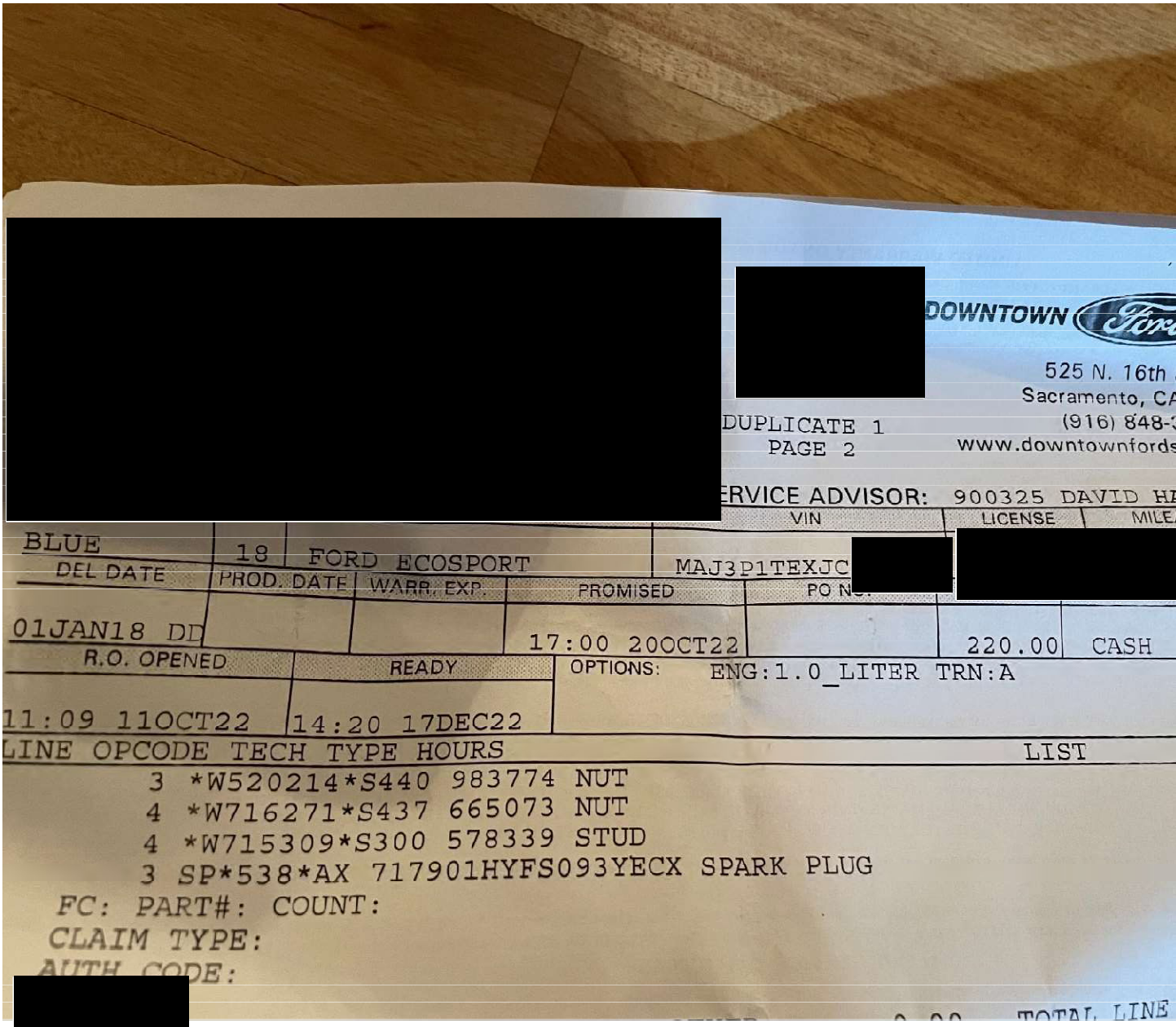
Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the car until the purchase price is returned, plus expenses in handling and inspecting the car. Until you pay this amount, our client will hold the car and use it to the extent necessary to preserve it, to protect the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

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

Sincerely,

*/s/ Trinette Kent*

Trinette Kent, Esq.



[redacted]

[redacted]

DOWNTOWN Ford

525 N. 16th
Sacramento, CA
(916) 848-
www.downtownfords

DUPLICATE 1
PAGE 2

SERVICE ADVISOR: 900325 DAVID HA

| VIN | LICENSE | MILE |
|---|---|---|
| MAJ3P1TEXJC[redacted] | [redacted] | |

BLUE 18 FORD ECOSPORT

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | | |
|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 17:00 20OCT22 | | 220.00 | CASH |

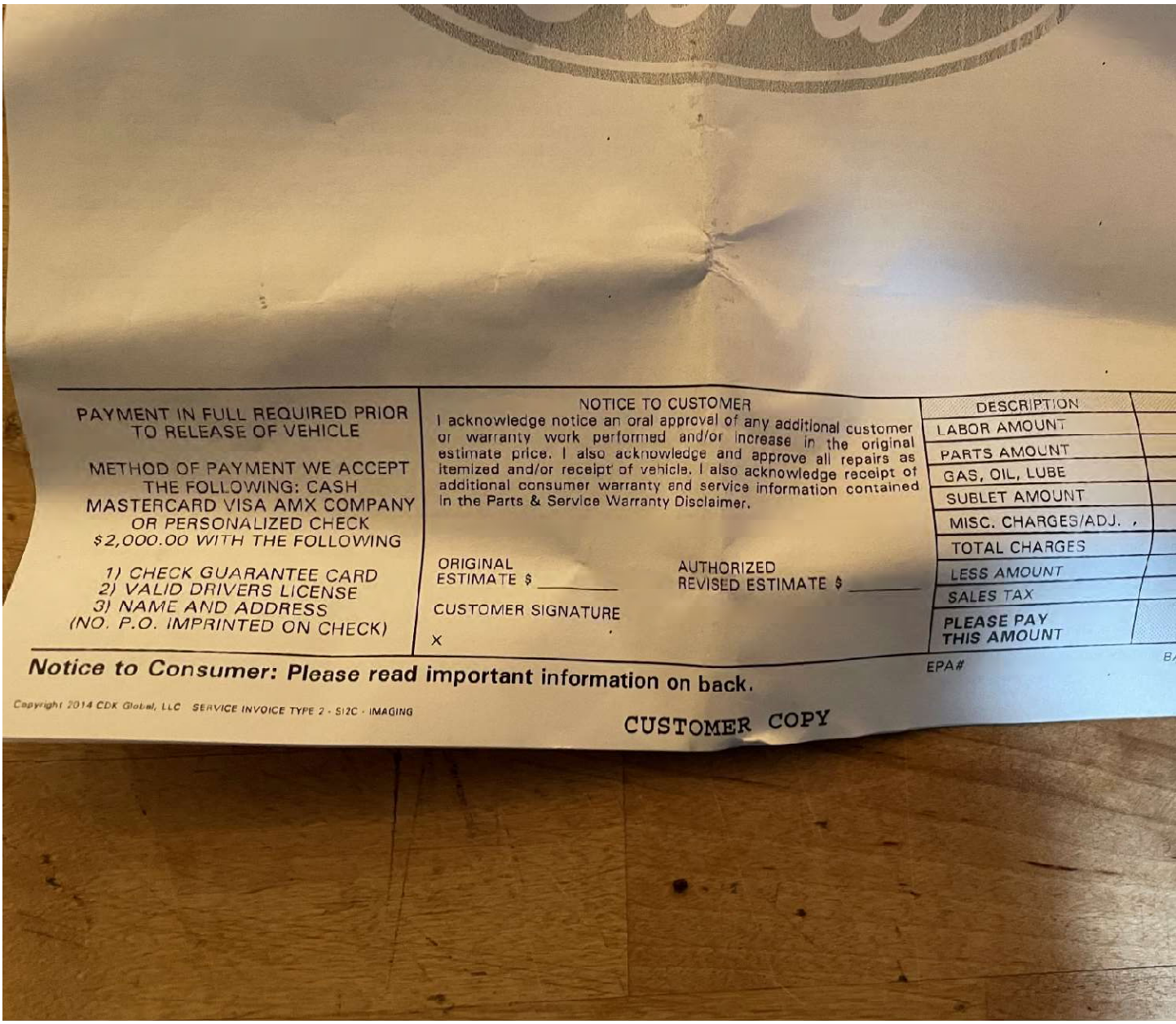
| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 11:09 11OCT22 | 14:20 17DEC22 | ENG:1.0_LITER TRN:A |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST |
|---|---|---|---|---|---|---|
| 3 | *W520214*S440 | | | 983774 | NUT | |
| 4 | *W716271*S437 | | | 665073 | NUT | |
| 4 | *W715309*S300 | | | 578339 | STUD | |
| 3 | SP*538*AX | | | 717901HYFS093YECX | SPARK PLUG | |

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

[redacted]

TOTAL LINE



PAYMENT IN FULL REQUIRED PRIOR TO RELEASE OF VEHICLE

METHOD OF PAYMENT WE ACCEPT THE FOLLOWING: CASH MASTERCARD VISA AMX COMPANY OR PERSONALIZED CHECK $2,000.00 WITH THE FOLLOWING

1) CHECK GUARANTEE CARD
2) VALID DRIVERS LICENSE
3) NAME AND ADDRESS
(NO. P.O. IMPRINTED ON CHECK)

NOTICE TO CUSTOMER

I acknowledge notice an oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and/or receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $ _____

AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

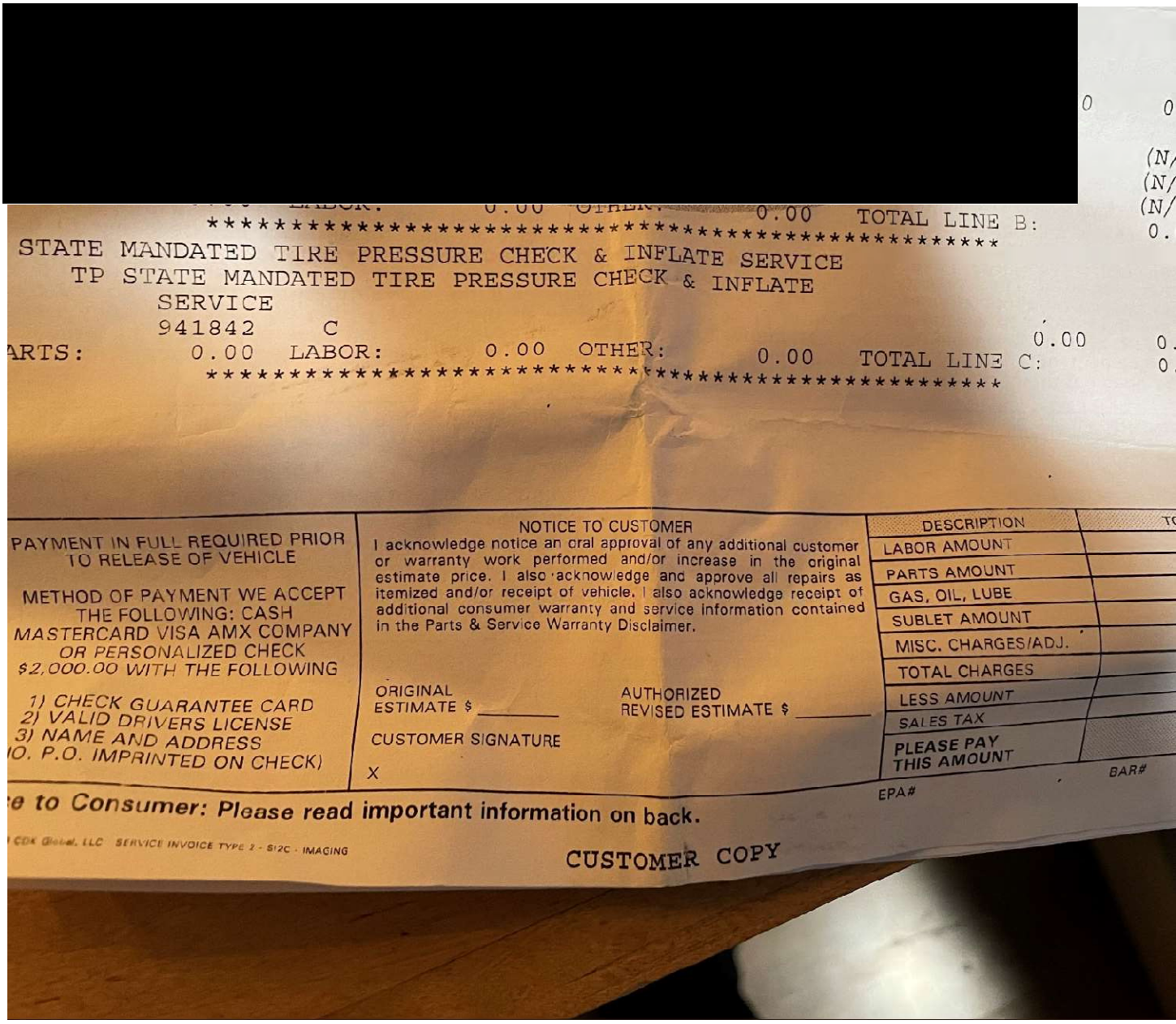
| DESCRIPTION | |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES/ADJ. | |
| TOTAL CHARGES | |
| LESS AMOUNT | |
| SALES TAX | |
| PLEASE PAY THIS AMOUNT | |

EPA#

**Notice to Consumer: Please read important information on back.**

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY



LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:

**********

STATE MANDATED TIRE PRESSURE CHECK & INFLATE SERVICE

TP STATE MANDATED TIRE PRESSURE CHECK & INFLATE SERVICE

941842 C

ARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

**********

PAYMENT IN FULL REQUIRED PRIOR TO RELEASE OF VEHICLE

METHOD OF PAYMENT WE ACCEPT THE FOLLOWING: CASH MASTERCARD VISA AMX COMPANY OR PERSONALIZED CHECK $2,000.00 WITH THE FOLLOWING

1) CHECK GUARANTEE CARD
2) VALID DRIVERS LICENSE
3) NAME AND ADDRESS
O. P.O. IMPRINTED ON CHECK)

NOTICE TO CUSTOMER

I acknowledge notice an oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and/or receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $ _____

AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

| DESCRIPTION | TO |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES/ADJ. | |
| TOTAL CHARGES | |
| LESS AMOUNT | |
| SALES TAX | |
| PLEASE PAY THIS AMOUNT | |

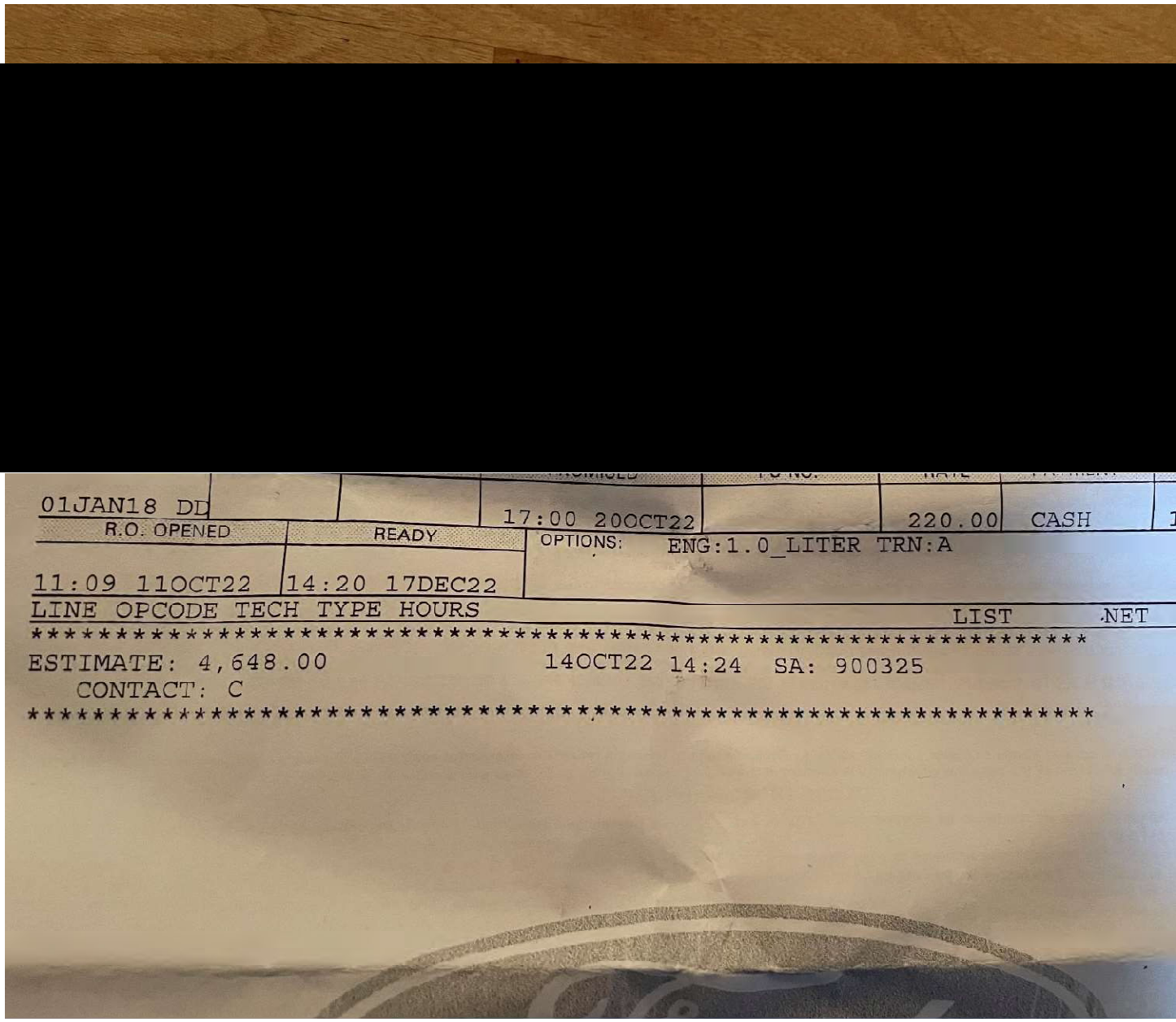
EPA# BAR#

e to Consumer: Please read important information on back.

CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]



| | | | | | | |
|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 17:00 20OCT22 | | 220.00 | CASH |

| R.O. OPENED | READY | OPTIONS: ENG:1.0_LITER TRN:A |
|---|---|---|
| 11:09 11OCT22 | 14:20 17DEC22 | |

LINE OPCODE TECH TYPE HOURS LIST NET

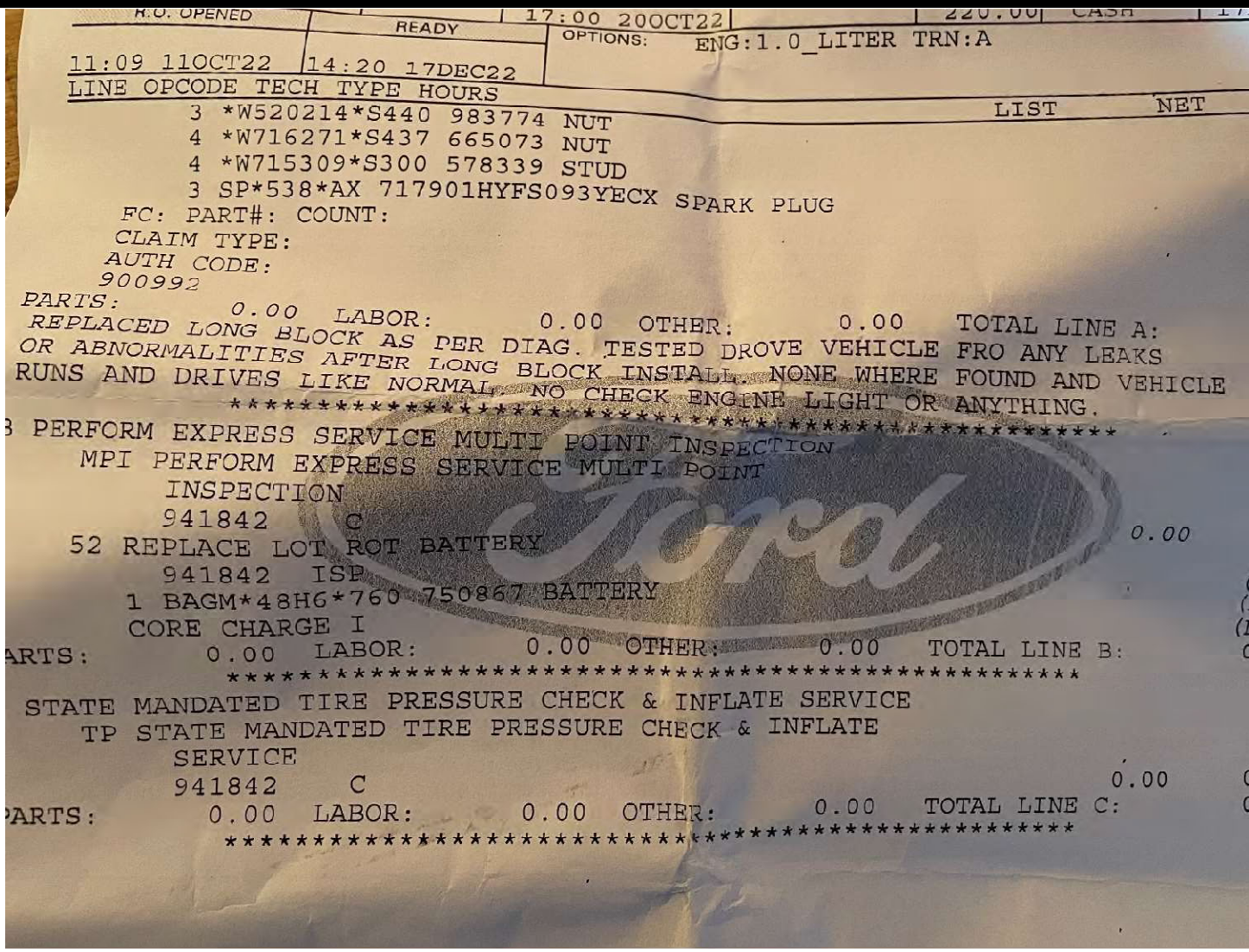
**********

ESTIMATE: 4,648.00 14OCT22 14:24 SA: 900325

CONTACT: C

**********

[redacted]



R.O. OPENED | READY | 17:00 20OCT22 | 220.00 CASH
11:09 11OCT22 | 14:20 17DEC22 | OPTIONS: ENG:1.0_LITER TRN:A

LINE OPCODE TECH TYPE HOURS LIST NET

3 *W520214*S440 983774 NUT
4 *W716271*S437 665073 NUT
4 *W715309*S300 578339 STUD
3 SP*538*AX 717901HYFS093YECX SPARK PLUG
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
900992
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:
REPLACED LONG BLOCK AS PER DIAG. TESTED DROVE VEHICLE FRO ANY LEAKS OR ABNORMALITIES AFTER LONG BLOCK INSTALL. NONE WHERE FOUND AND VEHICLE RUNS AND DRIVES LIKE NORMAL. NO CHECK ENGINE LIGHT OR ANYTHING.
**********
3 PERFORM EXPRESS SERVICE MULTI POINT INSPECTION
MPI PERFORM EXPRESS SERVICE MULTI POINT INSPECTION
941842 C
52 REPLACE LOT ROT BATTERY 0.00
941842 ISP
1 BAGM*48H6*760 750867 BATTERY
CORE CHARGE I
ARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:
**********
STATE MANDATED TIRE PRESSURE CHECK & INFLATE SERVICE
TP STATE MANDATED TIRE PRESSURE CHECK & INFLATE SERVICE
941842 C 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:
**********



CT Corporation

# Service of Process Transmittal

03/04/2022
CT Log Number [redacted]

**TO:** Chuck Morici
FORD MOTOR COMPANY
1 American Rd
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]al // To: Ford Motor Company

**DOCUMENT(S) SERVED:** [redacted] laint

**COURT/AGENCY:** [redacted] rnia, CA

**NATURE OF ACTION:** [redacted] 2018 Ford EcoSport - VIN#:

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

**DATE AND HOUR OF SERVICE:** By Process Server on 03/04/2022 at 11:38

**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** Within 30 days after service

**ATTORNEY(S) / SENDER(S):** Christopher M. Lovasz
Consumer Legal Services, P.C.
2330 Long Beach Boulevard

**REMARKS:** [redacted]

**ACTION ITEMS:**

**REGISTERED AGENT ADDRESS:**

The information contained in this Transmitt
relied on, as to the nature of action, the am
of this form is responsible for reviewing and

CT Corporation

**Service of Process Transmitt**
03/04/2022
CT Log Numbe [redacted]

**TO:** Chuck Morici
FORD MOTOR COMPANY
1 American Rd
Dearborn, MI 48126-2798

**RE:** **Process Served in California**

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

advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Fri, Mar 4, 2022

**Server Name:** Marissabel Diaz

| | |
|---|---|
| Entity Served | FORD MOTOR COMPANY |
| Case Number | [redacted] |
| Jurisdiction | CA |



3-4-22 9:45

SUM-100

# SUMMONS
## (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:**
***(AVISO AL DEMANDADO):***
FORD MOTOR COMPANY a Delaware Corporation; WCAF, LLC d/b/a WATSONVILLE FORD, a California Limited Liability Company; and DOES 1 through 20, inclusive

[redacted]

ELECTRONICALLY FILED
Superior Court of California
County of Santa Cruz
3/1/2022 2:32 PM
Alex Calvo, Clerk

[redacted]

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you
below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a wri
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):*
Santa Cruz Superior Courthouse
701 Ocean Street, Room 110
Santa Cruz, CA 95060

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

The name, address, and telephone number of plaintiff's attorney, or pla
*(El nombre, la dirección y el número de teléfono del abogado del dema*
Christopher M. Lovasz, Esq. (SBN 303120)
Consumer Legal Services, P.C.
2330 Long Beach Blvd., Long Beach, CA 90806

DATE: 3/1/2022 **ALEX CALVO** Cle
*(Fecha)* *(Se*

*(For proof of service of this summons, use* Proof of Service of Summons
*(Para prueba de entrega de esta citatión use el formulario* Proof of Serv

[redacted]

(SEAL)

**NOTICE TO THE PERSON SERVED:**
1. ☐ as an individual defendant.
2. ☐ as the person sued under the
3. ☐ on behalf of *(specify)*:
   under: ☐ CCP 416.10 (corpora
   ☐ CCP 416.20 (defunct
   ☐ CCP 416.40 (associa
   ☐ other *(specify)*:
4. ☐ by personal delivery on *(date)*.



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

**SUMMONS**



PE23-015 000666 LC SV

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Christopher M. Lovasz, Esq. (SBN 303120)
Consumer Legal Services, P.C.
2330 Long Beach Blvd.
Long Beach, CA 90806
TELEPHONE NO.: (562)424-3293 FAX NO. (Optional): (562)595-1849
E-MAIL ADDRESS: clovasz@lemonauto.com
ATTORNEY FOR (Name): Federico Galicia-Nunez

FOR COURT USE ONLY

ELECTRONICALLY FILED
Superior Court of California
County of Santa Cruz
3/1/2022 2:32 PM
Alex Calvo, Clerk
By: Karen Broughton, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Cruz Superior Courthouse
STREET ADDRESS: 701 Ocean Street, Room 110
MAILING ADDRESS: 701 Ocean Street, Room 110
CITY AND ZIP CODE: Santa Cruz, 95060
BRANCH NAME: Santa Cruz Superior Courthouse

CASE NAME:
Federico Galicia-Nunez v. Ford Motor Company, et al.

| CIVIL CASE COVER SHEET | Complex Case Designation | CAS |
|---|---|---|
| [X] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000) | [ ] Counter [ ] Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) | JUD DE |

*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**
- [X] 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 [X] 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
3. Remedies sought *(check all that apply)*: a. [X]
4. Number of causes of action *(specify)*: FOUR
5. This case [ ] is [X] is not a class a
6. If there are any known related cases, file and s

Date: 02/28/2022

Christopher M. Lovasz, Esq.
(TYPE OR PRINT NAME)

- Plaintiff must file this cover sheet with the first p
  under the Probate Code, Family Code, or Welfa
  in sanctions.
- File this cover sheet in addition to any cover she
- 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.September 1, 2021]

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.courts.ca.gov

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**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



PE23-015 000668 LC SV

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CRUZ**

Santa Cruz Branch
701 Ocean Street, Room 110
Santa Cruz, CA 95060

[redacted]

Ford Motor Company, a Delaware Corporation, et al

[redacted]

*FOR COURT USE ONLY*

**FILED**

3/1/2022

Alex Calvo, Clerk

By: Karen Broughton

Deputy, Santa Cruz County

**CASE MANAGEMENT INFORMATION AND SETTING**

# DEFENDANT: YOU HAVE 30 CALENDAR DAYS TO FILE A WRITTEN RESPONSE WITH THE COURT ONCE YOU HAVE BEEN SERVED WITH THE SUMMONS AND COMPLAINT.

The date below is for a Case Management Conference. If you have not responded within 30 days, this hearing MAY NOT take place.

It is the duty of each party to be familiar with the California Rules of Court and the date, time and place of the first case management conference.

A written response is not always necessary. To make this determination it is important to seek legal advice and information. Some options are:

1. Santa Cruz County Bar Association Lawyer Referral Service: 831-425-4755 (Fee Based service)
2. Santa Cruz Superior Court Self Help Center: 1 Second Street, Room 301 Watsonville, CA 95076 831-786-7200 option 4. www.santacruzcourt.org for hours.
3. Santa Cruz Law Library: 701 Ocean Street, Room 70 (Basement), Santa Cruz, CA 95060 831-420-2205 www.lawlibrary.org for hours.
4. Watsonville Law Center: 831-722-2845

**PLAINTIFF:** This notice MUST be served with the summons on all defendants and cross-defendants. Notice of any other pending case management conference must be served on subsequently named defendants and cross defendants.

**YOUR CASE MANAGEMENT CONFERENCE DATE:**

**DATE: 06/29/2022 TIME: 8:30 A.M. Santa Cruz Department 5**

**Address of the Court: 701 Ocean Street, Santa Cruz, California**

To Appear remotely through **Zoom** at your Case Management Conference visit our court website **https://www.santacruz.courts.ca.gov/online-services/participating-remotely-zoom**

**GET TEXT REMINDERS!**
Text case number to (831) 208-5170 for reminders about hearing dates.

**CONSUMER LEGAL SERVICES, P.C.**
Christopher M. Lovasz, Esq. (SBN 303120)
Charles J. Lee, Esq. (SBN 266753)
2330 Long Beach Boulevard
Long Beach, California 90806
Telephone: (562) 424-3293
Facsimile: (562) 595-1849

[redacted]

ELECTRONICALLY FILED
Superior Court of California
County of Santa Cruz
3/1/2022 2:32 PM
Alex Calvo, Clerk
By: Karen Broughton, Deputy

[redacted]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA CRUZ**

[redacted]

Plaintiff,

v.

FORD MOTOR COMPANY, a Delaware Corporation; WCAF, LLC d/b/a WATSONVILLE FORD, a California Limited Liability Company; and DOES 1 through 20, inclusive,

Defendants.

**CASE NO.** [redacted]

Assigned for all purposes to:
Dept.:

**COMPLAINT FOR DAMAGES:**

1. **Breach of Implied Warranty of Merchantability under the Song-Beverly Warranty Act.**
2. **Breach of Express Warranty under the Song-Beverly Warranty Act.**
3. **Breach of Express Warranty under the Magnuson-Moss Warranty Act.**
4. **Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act.**

**JURY TRIAL DEMANDED**

**PLAINTI** [redacted] ereby alleges and complains as follows:

**GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

1. Plaintiff is an individual, residing in the City of San Jose, County of Santa Clara, in the State of California.

2. Defendant FORD MOTOR COMPANY (hereinafter referred to as "Manufacturer") is a corporation doing business in the County of Santa Cruz, State of California, and, at all times relevant herein, was/is engaged in the manufacture, sale, distribution, and/or importing of Ford motor vehicles and related equipment.

3. Defendant WCAF, LLC d/b/a WATSONVILLE FORD (hereinafter referred to as "Seller") is a limited liability company doing business in the County of Santa Cruz, State of California, and, at all times relevant herein, a Manufacturer-authorized agent engaged in the business of selling/leasing and servicing and repairing Manufacturer's vehicles.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants, Does 1 through 20, inclusive, are unknown to Plaintiff who therefore sues these Defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to set forth their true names and capacities when they have ascertained them. Further, Plaintiff is informed and believes, and thereon alleges, that each of the Defendants designated herein as a "Doe" is responsible in some manner for the events and happenings herein referred to and caused injury and damage to Plaintiff as herein alleged.

5. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants, and each of them, were the agents, servants, and/or employees of each of their Co-Defendants. Plaintiff is informed and believes, and thereon alleges, that in doing the things hereinafter alleged Defendants, and each of them, were acting in the course



PE23-015 000671 LC SV

and scope of their employment as such agents, servants, and/or employees, and with the permission, consent, knowledge, and/or ratification of their Co-Defendants, principals, and/or employers.

6. Before May 9, 2021, Defendants, Manufacturer and Does 1 through 20 inclusive, manufactured and/or distributed into the stream of commerce a **2018 Ford EcoSport VIN: MAJ3P1TE2JC** [redacted] hereinafter referred to as the "Vehicle") for its eventual sale/lease in the State of California.

7. On or about May 9, 2021, Plaintiff purchased, for personal, family, and/or household purposes, the subject Vehicle from the Seller for a total consideration over the term of the installment contract of $29,682.24. Retail Installment Sale Contract is in the possession of Defendants.

8. The subject Vehicle was/is a "new motor vehicle" under the Song-Beverly Warranty Act.

9. Along with the purchase of the Vehicle, Plaintiff received written warranties and other express and implied warranties including, but not limited to, warranties from Manufacturer and Seller that the Vehicle and its components would be free from all defects in material and workmanship; that the Vehicle would pass without objection in the trade under the contract description; that the Vehicle would be fit for the ordinary purposes for which it was intended; that the Vehicle would conform to the promises and affirmations of fact made; that Defendants, and each of them, would perform any repairs, alignments, adjustments, and/or replacements of any parts necessary to ensure that the Vehicle was free from any defects in material and workmanship; that Defendants, and each of them, would maintain the utility of the Vehicle for three years or 36,000 miles pursuant to the basic warranty, five years or

60,000 miles pursuant to the drivetrain warranty, and would conform the Vehicle to the applicable express warranties. (A copy of the written warranty is in the possession of the Defendants).

10. Plaintiff has duly performed all the conditions on Plaintiff's part under the purchase agreement and under the express and implied warranties given to plaintiff, except insofar as the acts and/or omissions of the Defendants, and each of them, as alleged herein, prevented and/or excused such performance.

11. Plaintiff has delivered the Vehicle to the Manufacturer's authorized service and repair facilities, agents and/or dealers, including Seller, on several separate occasions resulting in the Vehicle being out of service by reason of repair of nonconformities. Repair Orders/Invoices are in the possession of Defendants.

12. By way of example, and not by way of limitation, the defects, malfunctions, misadjustments, and/or nonconformities with Plaintiff's Vehicle include the following: check engine light illuminations, low oil level issues, engine malfunctions, oil pump belt replacement, oil pick up replacement, turbo turbine replacement, oil pump assembly replacement, oil pump tensioner replacement, intake and exhaust VCT units replacement, CAC tubes replacement, turbo system replacement, oil leaks concerns, turbo studs replacement, and turbo charger replacement, among other concerns.

13. Each time Plaintiff delivered the nonconforming Vehicle to a Manufacturer-authorized service and repair facility, Plaintiff notified Defendants, and each of them, of the defects, malfunctions, misadjustments, and/or nonconformities existent with the Vehicle and demanded that Manufacturer or its representatives repair, adjust, and/or replace any necessary parts to conform the Vehicle to the applicable warranties.

14. Each time Plaintiff delivered the nonconforming Vehicle to a Manufacturer-authorized service and repair facility, Defendants, and each of them, represented to Plaintiff that they could and would conform the Vehicle to the applicable warranties, that in fact they did conform the Vehicle to said warranties, and that all the defects, malfunctions, misadjustments, and/or nonconformities have been repaired; however, Manufacturer or its representatives failed to conform the Vehicle to the applicable warranties because said defects, malfunctions, misadjustments, and/or nonconformities continue to exist even after a reasonable number of attempts to repair was given.

**FIRST CAUSE OF ACTION**

(Breach of Implied Warranty of Merchantability under Song-Beverly Warranty Act against all Defendants)

15. Plaintiff realleges each and every paragraph (1-14) and incorporates them by this reference as though fully set forth herein.

16. The distribution and sale of the Vehicle was accompanied by the Manufacturer and Seller's implied warranty that the Vehicle was merchantable.

17. Furthermore, Defendants, and each of them, impliedly warranted, *inter alia*, that the Vehicle would pass without objection in the trade under the contract description; that the Vehicle was fit for the ordinary purposes for which it was intended; that the Vehicle was adequately assembled; and/or that the Vehicle conformed to the promises or affirmations of fact made to Plaintiff.

18. As evidenced by the defects, malfunctions, misadjustments, and/or nonconformities alleged herein, the Vehicle was not merchantable because it did not have the quality that a buyer would reasonably expect, because it could not pass without objection in the trade under

the contract description; because it was not fit for the ordinary purposes for which it was intended; because it was not adequately assembled; and/or because it did not or could not be conformed to the promises or affirmations of fact made to Plaintiff.

19. Upon discovery of the Vehicle's nonconformities, Plaintiff took reasonable steps to notify Defendants, and each of them, within a reasonable time that the Vehicle did not have the quality that a buyer would reasonably expect and, further, justifiably revoked acceptance of the nonconforming Vehicle.

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

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

22. As a further result of the actions of Defendants, and each of them, Plaintiff has sustained damages equal to the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted.

23. As a direct result of the acts and/or omissions of Defendants, and each of them, and in pursuing Plaintiff's claim, it was necessary for Plaintiff to retain legal counsel. Pursuant to Song-Beverly, Plaintiff, in addition to his other remedies, is entitled to the recovery of his attorneys' fees based upon actual time expended and reasonably incurred, in connection with the commencement and prosecution of this action.



PE23-015 000675 LC SV

## SECOND CAUSE OF ACTION

(Breach of Express Warranty under Song-Beverly Warranty Act against all Defendants)

24. Plaintiff realleges each and every paragraph (1-23) and incorporates them by this reference as though fully set forth herein.

25. The Vehicle had defects, malfunctions, misadjustments, and/or nonconformities covered by the warranty that substantially impaired its value, use, or safety to Plaintiff.

26. Plaintiff delivered the Vehicle to Manufacturer or its authorized repair facilities for repair.

27. Defendants, and each of them, failed to service or repair the Vehicle to match the written warranty after a reasonable number of opportunities to do so.

28. The acts and/or omissions of Defendants, and each of them, in failing to perform the proper repairs, part replacements, and/or adjustments, to conform the Vehicle to the applicable express warranties constitute a breach of the express warranties that the Manufacturer provided to Plaintiff, thereby breaching Defendants' obligations under Song-Beverly.

29. Defendants, and each of them, failed to perform the necessary repairs and/or service in good and workmanlike manner. The actions taken by Defendants, and each of them, were insufficient to make the Subject Vehicle conform to the express warranties and/or proper operational characteristics of like Vehicles, all in violation of Defendants' obligations under Song-Beverly.

///

///

///

30. As a result of the acts and/or omissions of Defendants, and each of them, and pursuant to the provisions of the Song-Beverly, Plaintiff is entitled to replacement of the Vehicle or restitution of the amount actually paid or payable under the contract, at Plaintiff's election, plus prejudgment interest thereon at the legal rate. Plaintiff will seek leave of Court to amend this Complaint to set forth the exact amount of restitution and interest, upon election, when that amount has been ascertained.

31. Additionally, as a result of the acts and/or omissions of Defendants, and each of them, and pursuant to Song-Beverly, Plaintiff has sustained and is entitled to consequential and incidental damages in amounts yet to be determined, plus interest thereon at the legal rate. Plaintiff will seek leave of the court to amend this complaint to set forth the exact amount of consequential and/or incidental damages, when those amounts have been ascertained.

32. As a direct result of the acts and/or omissions of Defendants, and each of them, and in pursuing Plaintiff's claim, it was necessary for Plaintiff to retain legal counsel. Pursuant to Song-Beverly, Plaintiff, in addition to other remedies, is entitled to the recovery of his attorneys' fees based upon actual time expended and reasonably incurred, in connection with the commencement and prosecution of this action.

## THIRD CAUSE OF ACTION

(Breach of Written Warranty under Magnuson-Moss Warranty Act against all Defendants)

33. Plaintiff realleges each and every paragraph (1-32) and incorporates them by this reference as though fully set forth herein.

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



PE23-015 000677 LC SV

35. The Seller is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15 USC 2301(4), (5).

36. The Manufacturer is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15 USC 2301(4), (5).

37. The Vehicle is a "Consumer Product" as defined in the Warranty Act, 15 USC 2301(1).

38. The Vehicle was manufactured, sold, and leased /purchased after July 4, 1975.

39. The express warranty given by the Manufacturer pertaining to the Vehicle is a "Written Warranty" as defined in the Warranty Act, 15 USC 2301(6).

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

41. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1), (2).

42. As a direct result of the Manufacturer and/or Seller's acts and/or omissions, Plaintiff has suffered damages as set forth herein. Therefore, Plaintiff is entitled to a judgment and the following relief against all Defendants: (1) A declaration that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance; (2) A refund of the purchase price paid by Plaintiff for the Vehicle; (3) Cancellation of Plaintiff's retail installment contract and payment in full of the balance of same; (4) Consequential, incidental, and actual damages to be proved at trial; (5) Costs and expenses including actual attorneys'

fees reasonably incurred; (6) Prejudgment interest at the legal rate; and (7) Such other relief the Court deems appropriate.

**FOURTH CAUSE OF ACTION**

(Breach of Implied Warranty under Magnuson-Moss Warranty Act against all Defendants)

43. Plaintiff realleges each and every paragraph (1-42) and incorporates them by this reference as though fully set forth herein.

44. The above-described actions on the part of the Seller constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1), (2).

45. As a direct result of the Seller's acts and/or omissions, Plaintiff has suffered damages as set forth herein. Therefore, Plaintiff is entitled to judgment against all Defendants declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance, for a refund of the purchase price paid by Plaintiff for the Vehicle, for cancellation of Plaintiff's retail installment contract and for payment in full by Defendants and all of them on the balance of the installment contract, for consequential, incidental, and actual damages, for costs, prejudgment interest at the legal rate, for actual attorneys' fees reasonably incurred, and such other relief the Court deems appropriate.

///

///

///

///

///

///



PE23-015 000679 LC SV

WHEREFORE, Plaintiff prays for judgment against all Defendants, and each of them, as follows:

A. For replacement or restitution, at Plaintiff's election, according to proof;

B. For incidental damages, according to proof;

C. For consequential damages, according to proof;

D. For a civil penalty as provided in Song-Beverly, in an amount not to cxcccd two times the amount of Plaintiff's actual damages;

E. For actual attorney's fees, reasonably incurred;

F. For costs of suit and expenses, according to proof;

G. For the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted;

H. For remedies provided in Chapters 6 and 7 of Division 2 of the Commercial Code;

I. For pre-judgment interest at the legal rate;

J. Such other relief the Court deems appropriate.

[redacted]

Date: 2/

[redacted]

Charles J. Lee, Esq.
Attorneys for Plaintiff

[redacted]



PE23-015 000682 LC SV

ALEX SIMANOVSKY & ASSOCIATES, LLC
LEMON LAW & CONSUMER PROTECTION ATTORNEYS
2300 Henderson Mill Road, Suite 300
Atlanta, GA




Ford Motor Company
World Headquarters
Office of the General Counsel
One American Road
Dearborn, MI 48126

FORD MOTOR COMPANY
JAN 04 2021
OFFICE OF THE GENERAL COUNSEL

48126B2798 C097

# ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@FILELEMONLAW.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GEORGIA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-570-5413

December 14, 2020

Ford Motor Company
World Headquarters
Office of the General Counsel
One American Road
Dearborn, MI 48126

**RE:** [redacted]

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Driveability;**
3. **In shop since June 2020;**
4. **Excessive repair attempts;**
5. **Excessive days out of service.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.

Sincerely,

[redacted]TES, LLC

[redacted]

[redacted]



LEMBERG LAW

**Vlad Hirnyk, Esq.**
**Associate**
✆ +1.203.653.2250 x 5503
☎ +1.203.653.3424
✉ vhirnyk@lemberglaw.com

January 18, 2022

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2018 Ford EcoSport SE |
| **VIN #** | MAJ3P1TE3JC2[redacted] |
| **Record Owner** | Theresa Goodw |
| **State of Purchase or Lease** | Kansas |

Dear Sir or Madam:

Lemberg Law LLC is writing on behalf of the above client with regard to the above vehicle purchased in Kansas State. **Please consider this your statutory notice for an opportunity to correct the defects specified below.** Should litigation become necessary, a lawsuit shall be filed in the Michigan federal court. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been subject to repair for over six months due to the vehicle going into limp mode and not accelerating, engine malfunction, but same defects continue to persist.

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

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

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

Sincerely,

*/s/ Vlad Hirnyk*

Vlad Hirnyk
(*Admitted to the Michigan Federal Courts*)

[redacted]

Thank you!

[redacted]

*INVOICE*

Five Star

Ford

6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com



SERVICE ADVISOR: 8361 ODIE TERRY

| COLOR | YEAR | MAKE/MODEL | VIN |
|---|---|---|---|
| RED | 18 | FORD ECOSPORT | MAJ3P1TE3JC[redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 30OCT18 DD | | 30OCT2021 | 17:00 09MAR21 | | 149.00 | CASH | 10MAR21 |

| R.O. OPENED | READY | OPTIONS: ENG:1.0_Liter |
|---|---|---|
| 09:11 08MAR21 | 13:34 10MAR21 | |

| LINE OPCODE TECH TYPE HOURS | | | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|
| A WORLD CLASS VEHICLE REPORT CARD | | | | | | |
| 99PX WORLD CLASS VEHICLE REPORT CARD | | | | | | |
| 7224 | IR | 0.00 | | | | (N/C) |
| YBK BRAKE MAY REQUIRE FUTURE ATTENTION | | | | | | |
| 7224 | IR | 0.00 | | | | (N/C) |
| GTIRE CHECKED AND OK, 7/32 OR GREATER. | | | | | | |
| 7224 | IR | 0.00 | | | | (N/C) |
| GBATT BATTERY PERFORMANCE CHECKED GOOD. | | | | | | |
| 7224 | IR | 0.00 | | | | (N/C) |
| PARTS: 0.00 | LABOR: | 0.00 | OTHER: 0.00 | TOTAL LINE A: | | 0.00 |
| 50595 Y BRAKE, G TIRES, G BATTERY | | | | | | |
| ********** | | | | | | |
| B PREM ESP/ CHK ENGINE LIGHT AND WRENCH LIGHT COME ON AT RANDOM. | | | | | | |
| NC NO CHARGE | | | | | | |
| 7224 | IR | 0.00 | | | | (N/C) |
| PARTS: 0.00 | LABOR: | 0.00 | OTHER: 0.00 | TOTAL LINE B: | | 0.00 |
| 50595 NO WARNING LIGHTS ON AT THIS TIME. PERFORMED EEC DIAG AND HAS NO ACTIVE CODES AT THIS TIME. HAS SOME HISTORICAL CODES FROM 10 DAYS AGO. ROAD TESTED AND COULD NOT DUPLICATE A CONCERN. RELEASED BACK TO CUST UNTILL CONCERN HAPPENS AGAIN. PLEASE BRING BACK WITH THE LIGHT ON | | | | | | |
| ********** | | | | | | |
| C** THE WORKS GAS/HYBRID ENGINE (INCLUDES UP TO 5 QTS OF OIL, OIL FILTER REPLACEMENT, TIRE ROTATION AND MULTI POINT INSPECTION) $49.95 PLUS TAX | | | | | | |
| WRKS THE WORKS GAS/HYBRID ENGINE (INCLUDES UP TO 5 QTS OF OIL, OIL FILTER REPLACEMENT, TIRE ROTATION AND MULTI POINT INSPECTION) $49.95 PLUS TAX | | | | | | |
| 7804 | CQ | 0.80 | | | 24.50 | 24.50 |
| HZRD HAZARDOUS WASTE FEE | | | | | 4.98 | 4.98 |
| 1 BE8Z*6731*AB KIT - ELEMENT & GASKET - OIL F | | | | 6.82 | 4.20 | 4.20 |
| 5 XO*5W20*Q1SP MOTORCRAFT SAE 5W-20 API GF-6A | | | | 5.69 | 4.25 | 21.25 |
| PARTS: 25.45 | LABOR: | 24.50 | OTHER: 4.98 | TOTAL LINE C: | | 54.93 |
| 50595 0.80 PERFORMED OIL AND FILTER CHANGE, ROTATED TIRES. | | | | | | |

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.

X _____
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X _____
SIGNATURE

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

PAID

Date | CK#

CUSTOMER COPY

PE23-015 000688 LC SV

[redacted]

[redacted]

Five Star
Ford
6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com



SERVICE ADVISOR: 8361 ODIE TERRY

| COLOR | YEAR | MAKE/MODEL | VIN |
|---|---|---|---|
| RED | 18 | FORD ECOSPORT | MAJ3P1TE3JC[redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 30OCT18 DD | | 30OCT2021 | 17:00 09MAR21 | | 149.00 | CASH | 10MAR21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 09:11 08MAR21 | 13:34 10MAR21 | ENG:1.0_Liter |

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

EST: 0.00 08MAR21 09:11 SA: 8361
CONTACT:
**********

CUSTOMER PAY SUPPLY CHARGE FOR REPAIR ORDER 3.68
KEYS IN BASKET 3-9-21 7:53 AM.
KEYS IN BASKET 3-9-21 4:44 PM.

**********
* CREATING A CULTURE WHERE
* OUR EMPLOYEES CAN LOVE THEIR JOBS AND
* OUR CUSTOMERS CAN LOVE OUR EMPLOYEES!
* IF YOU HAVE ANY QUESTIONS PLEASE CONTACT
* (817)849-3248 7-7 M-F AND 8-5 SATURDAYS.
**********

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.

X
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X
SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 24.50 |
| PARTS AMOUNT | 25.45 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 8.66 |
| TOTAL CHARGES | 58.61 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 2.40 |
| **PLEASE PAY THIS AMOUNT** | 61.01 |

CUSTOMER COPY

[redacted]

[redacted]

PAGE 1

Five Star Ford

6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com

SERVICE ADV[redacted] ORIE TERRY

| COLOR | YEAR | MAKE/MODEL | VIN |
|---|---|---|---|
| RED | 18 | FORD ECOSPORT | MAJ3P1TE3JC[redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 30OCT18 DD | | 30OCT2021 | 17:00 15MAR21 | | | CASH | 25MAR21 |

| R.O. OPENED | READY | OPTIONS: ENG:1.0_Liter |
|---|---|---|
| 16:41 13MAR21 | 18:53 25MAR21 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A WORLD CLASS VEHICLE REPORT CARD | | | |
| 99PX WORLD CLASS VEHICLE REPORT CARD | | | (N/C) |
| 7224 IR 0.00 | | | |
| GTIRE CHECKED AND OK, 7/32 OR GREATER. | | | (N/C) |
| 7224 IR 0.00 | | | |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: | | | 0.00 |
| 50989 DONE LAST VISIT. GTIRE | | | |
| ********** | | | |
| B CUSTOMER STATES WRENCH LIGHT CAME ON, SCANNED ON DRIVE BY RIC | | | |
| CAUSE: | | | |
| 12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N | | | (N/C) |
| 7224 WE 0.20 | | | (N/C) |
| 1 AG9Z*9F479*B SENSOR ASY | | | |
| 12650D80 PID RECORDER/MONITOR TEST - L | | | (N/C) |
| 7224 WE 0.10 | | | |
| 12650D45 ENGINE MODULE - DIAGNOSTIC PIN POINT TEST - L | | | (N/C) |
| 7224 WE 0.30 | | | |
| 12650D13 MANIFOLD ABSOLUTE PRESSURE SENSOR (MAP) - REPLACE (12A680/12B583/9F479/9S480) - L | | | (N/C) |
| 7224 WE 0.30 | | | |
| 12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N | | | |
| EXTRA TIME TO REPEAT FINAL QUICK TEST | | | (N/C) |
| 7224 WE 0.10 | | | |
| FC: E29 42 | | | |
| PART#: AG9Z*9F479*B | | | |
| COUNT: | | | |
| CLAIM TYPE: ESP | | | |
| AUTH CODE: | | | |
| 7224 | | | |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: | | | 0.00 |
| | | | 100.00 |
| CUSTOMER PAY DEDUCTIBLE FOR LINE B | | | |
| 50989 9F479CC42. VERIFIED THE CONCERN. PERFORMED EEC DIAG, P0237, P025E. PERFORMED PID MONITOR TEST, PIN POINT TEST DM. FOUND TCBP SENSOR | | | |

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.

X _____
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X _____
SIGNATURE

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

PAID

CUSTOMER COPY

PE23-015 000690 LC SV

[redacted]

[redacted]

*INVOICE*



Five Star
Ford
6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com

SERVICE AD[redacted] TERRY

| VIN | MILEAGE | TAG |
|---|---|---|
| MAJ3P1TE3JC[redacted] | 50928/5098 | [redacted] |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| RED | 18 | FORD ECOSPORT | | | | | |
| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
| 30OCT18 DD | | 30OCT2021 | 17:00 15MAR21 | | | CASH | 25MAR21 |
| R.O. OPENED | READY | OPTIONS: ENG:1.0_Liter | | | | | |
| 16:41 13MAR21 | 18:53 25MAR21 | | | | | | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| ERRATIC WHILE PERFORMING TAP TEST. REPLACED SENSOR AND CLEARED CODES, ROAD TESTED, KOER, PASS PUT A TOTAL OF 61 MILES | | | | | | | |
| ********** | | | | | | | |
| C | WARRANTY CTP LOANER | | | | | | |
| | WLOAN | WARRANTY CTP LOANER | | | | | |
| | | 9999 | CP | 0.00 | 0.00 | 0.00 | |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00 | | | | | | | |
| ********** | | | | | | | |

EST: 0.00 13MAR21 16:41 SA: 8361
CONTACT:
**********

KEYS IN BASKET 3-25-21 12:15 PM.

**********
* CREATING A CULTURE WHERE
* OUR EMPLOYEES CAN LOVE THEIR JOBS AND
* OUR CUSTOMERS CAN LOVE OUR EMPLOYEES!
* IF YOU HAVE ANY QUESTIONS PLEASE CONTACT
* (817)849-3248 7-7 M-F AND 8-5 SATURDAYS.
**********

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.

X _____
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X _____
SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 100.00 |
| TOTAL CHARGES | 100.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| **PLEASE PAY THIS AMOUNT** | 100.00 |

CUSTOMER COPY

[redacted]

904520

INVOICE*

PAGE 1

Five Star
Ford
6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com

VICE ADVISOR: 7039 JASON KUBICA

| | | | VIN | | MILEAGE | TAG |
|---|---|---|---|---|---|---|
| RED | 18 | FORD ECOSPORT | MAJ3P1TE3JC[redacted] | | 57285/57383 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 30OCT18 DD | | 30OCT2021 | 15:00 21SEP21 | | | CASH | 21SEP21 |

| R.O. OPENED | READY | OPTIONS: ENG:1.0_Liter |
|---|---|---|
| 18:11 04JUN21 | 09:02 21SEP21 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A CUSTOMER HAS FORD ESP. CUSTOMER REPORTS WAS DRIVING WHEN LOW OIL PRESSURE LIGHT CAME ON, ENGINE SEEMED TO DECELERATE, AND THEN GO INTO LIMP MODE WHILE AT THE SAME TIME CUSTOMER COULD HEAR A TAPPING NOISE FROM THE ENGINE. CHECK AND ADVISE | | | |
| CAUSE: | | | |
| 12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N | | | |
| 7671 WF 0.20 | | | (N/C) |
| 1 G1FZ*6006*A SERVICE ENGINE ASY | | | (N/C) |
| 1 ALLOW ALLOW | | | (N/C) |
| 1 VC*13*G ANTI-FREEZE | | | (N/C) |
| 1 XL*2* LUBRICANT - UNIVERSAL ANTI-SEI | | | (N/C) |
| 1 *W715141*S442 BOLT | | | (N/C) |
| 2 *W711508*S442 SCREW AND WASHER ASY | | | (N/C) |
| 11 *W715474*S437 BOLT AND WASHER ASY - HEX.HEAD | | | (N/C) |
| 1 GN1Z*5A215*A CLAMP - EXHAUST | | | (N/C) |
| 6 *W716271*S437 NUT | | | (N/C) |
| 4 *W715309*S300 STUD | | | (N/C) |
| 1 CM5Z*9450*A GASKET | | | (N/C) |
| 1 CM5Z*9E936*A GASKET | | | (N/C) |
| 4 *W715618*S437 NUT | | | (N/C) |
| 1 BE8Z*6731*AB KIT - ELEMENT & GASKET - OIL F | | | (N/C) |
| 5 XO*5W20*Q1SP MOTORCRAFT SAE 5W-20 API GF-6A | | | (N/C) |
| 1 CM5Z*6B856*A OIL COOLER ASY | | | (N/C) |
| 1 BE8Z*9278*A SWITCH ASY - OIL PRESSURE | | | (N/C) |
| 3 CM5Z*9439*A GASKET - INTAKE MANIFOLD | | | (N/C) |
| 1 CM5Z*9229*A KIT - "O" RING | | | (N/C) |
| 1 AA5Z*9E583*A SEAL | | | (N/C) |
| 2 *W500414*S442 BOLT | | | (N/C) |
| 1 4R8Z*6N652*A GASKET | | | (N/C) |
| 1 CM5Z*6K679*B PIPE - OIL FEED | | | (N/C) |
| 1 F1FZ*9N454*G HEAT SHIELD | | | (N/C) |
| 4 *W715309*S300 STUD | | | (N/C) |
| 1 CM5Z*9J323*A TUBE ASY | | | (N/C) |

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.

X _____
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X _____
SIGNATURE

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

Thank you

CUSTOMER COPY

PE23-015 000692 LC SV

[redacted]

[redacted]

*INVOICE*

Five Star
Ford
6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com



SERVICE ADVISOR: 7039 JASON KUBICA

| COLOR | YEAR | MAKE/MODEL | VIN | MILEAGE | TAG |
|---|---|---|---|---|---|
| RED | 18 | FORD ECOSPORT | MAJ3P1TE3JC[redacted] | 57285/57383 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 30OCT18 DD | | 30OCT2021 | 15:00 21SEP21 | | | CASH | 21SEP21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 18:11 04JUN21 | 09:02 21SEP21 | ENG:1.0_Liter |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| 6 *W715195*S437 BOLT | | | (N/C) |
| 6 F1FZ*6379*A BOLT - HEX.HEAD | | | (N/C) |
| 1 *W715777*S300 RING | | | (N/C) |
| 1 *W715778*S300 RING - ADJUSTING | | | (N/C) |
| 1 CM5Z*6K682*L TURBOCHARGER ASY | | | (N/C) |
| CORE CHARGE W | | | (N/C) |
| 1 CM5Z*6K679*B PIPE - OIL FEED | | | (N/C) |
| 1 H1BZ*6K775*A COOLER ASY - ENGINE CHARGE AIR | | | (N/C) |
| 6600B OIL PRESSURE - ENGINE - DIAGNOSIS - L | | | |
| 7671 WF 0.50 | | | (N/C) |
| 6007A ENGINE ASSEMBLY - REMOVE AND INSTALL (6007) - L | | | |
| 7671 WF 8.10 | | | (N/C) |
| 6007A34 SERVICE ENGINE ASSEMBLY - FR (FORD REMANUFACTURED ENGINE)/OEM LONG BLOCK - REPLACE (6006/6007) - L | | | |
| 7671 WF 3.30 | | | (N/C) |
| 6775A COOLER ASSEMBLY (CHARGE AIR)- REPLACE (6C839/6K775) - L | | | |
| 7671 WF 3.10 | | | (N/C) |
| 12650D80 PID RECORDER/MONITOR TEST - L | | | |
| 7671 WF 0.10 | | | (N/C) |
| MT6K682 MTIME TO CLEAN TURBO TUBE DUE TO DEBRIS GOING THROUGH SYSTEM. | | | |
| 7671 WF 0.50 | | | (N/C) |
| FC: E29 42 | | | |
| PART#: G1FZ*6006*A | | | |
| COUNT: | | | |
| CLAIM TYPE: | | | |
| AUTH CODE: THGE427408 | | | |
| 7671 | | | |

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

57383 42-6006 6007A/6007A34/6600B/6775A/12650D/M-TIME .5HR 15.70
VERIFIED CUSTOMER CONCERN FOUND LOW OIL PRESSURE LIGHT ON, PERFORMED

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.

X
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X
SIGNATURE

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

CUSTOMER COPY

[redacted]




6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com

9 JASON KUBICA

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE | TAG |
|---|---|---|---|---|---|---|
| RED | 18 | FORD ECOSPORT | MAJ3P1TE3JC[redacted] | [redacted] | 57285/57383 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 30OCT18 DD | | 30OCT2021 | 15:00 21SEP21 | | | CASH | 21SEP21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 18:11 04JUN21 | 09:02 21SEP21 | ENG:1.0_Liter |

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

EEC DIAG FOUND ENGINE OIL PRESSURE CODES. FOUND SSM 49918 FOR CONCERN, PERFORMED ENGINE OIL PRESSURE TEST FOUND ENGINE OIL BELOW 10 PSI, CONTINUED WITH REMOVAL AND REPLACEMENT OF ENGINE LONG BLOCK. REMOVED AND REPLACED ENGINE LONG BLOCK AND TURBO CHARGER ASSEMBLY, DUE TO TURBO DAMAGE AND DEBRIS GOING THRU SYSTEM THE CHARGE AIR COOLER WAS REPLACED AND TURBO TUBE CLEANED M-TIME .5HR FOR TURBO TUBE CLEANING. ASSEMBLED VEHICLE TOPPED OFF FLUIDS, RESET KAM AND MISFIRE MONITOR, TEST DROVE 15+ MILES, RE-CHECKED FLUIDS VEHICLE IS OK AT THIS TIME. THGE427408

**********

B WORLD CLASS VEHICLE REPORT CARD

99PX WORLD CLASS VEHICLE REPORT CARD

7671 IR 0.00 (N/C)

GBK CHECKED AND OK,DISC OVER 5MM,DRUM OVER 2MM.

7671 IR 0.00 (N/C)

GTIRE CHECKED AND OK, 7/32 OR GREATER.

7671 IR 0.00 (N/C)

GBATT BATTERY PERFORMANCE CHECKED GOOD.

7671 IR 0.00 (N/C)

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

57383 G/BRAKES G/TIRES G/BATTERY

**********

C** WARRANTY CTP LOANER- POSSIBLE TWO INVOICES, ENTERPRISE AS OF 1 JUN AND CTP AS OF 11 JUN

WLOAN WARRANTY CTP LOANER

9999 WF 0.00 (N/C)

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

**********

D** CUST REQUEST VEHICLE PAYMENT

CAUSE: .

NL NO LABOR

9999 WF 0.00 (N/C)

FC: PART#: COUNT:

CLAIM TYPE: P11

AUTH CODE: MSPA830476

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.

X
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X
SIGNATURE

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

CUSTOMER COPY

[redacted]

[redacted]

Five Star

Ford

6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com



SERVICE ADVISOR: 7039 JASON KUBICA

| COLOR | YEAR | MAKE/MODEL | VIN | MILEAGE | TAG |
|---|---|---|---|---|---|
| RED | 18 | FORD ECOSPORT | MAJ3P1TE3JC[redacted] | 57285/57383 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 30OCT18 DD | | 30OCT2021 | 15:00 21SEP21 | | | CASH | 21SEP21 |

| R.O. OPENED | READY | OPTIONS: ENG:1.0_Liter |
|---|---|---|
| 18:11 04JUN21 | 09:02 21SEP21 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: | | | 0.00 |
| 57285 P11 MSPA830476 FOR VEHICLE PAYMENT $450. | | | |
| ********** | | | |
| E** REPLACE MOTORCRAFT AGM BATTERY AND CHARGING SYSTEM CHECK $222.90 | | | |
| CQBA REPLACE MOTORCRAFT AGM BATTERY AND CHARGING SYSTEM CHECK $222.90 | | | |
| 7671 CQ 0.60 | 19.95 | 19.95 | |
| 1 BAGM*48H6*760 BATTERY | 199.95 | 199.95 | 199.95 |
| 1 BATTERY*TAX* STATAX | 3.00 | 3.00 | 3.00 |
| PARTS: 202.95 LABOR: 19.95 OTHER: 0.00 TOTAL LINE E: | | | 222.90 |
| 57285 0.60 REMOVED AND REPLACED AGM BATTERY, CHECKED CHARGING SYSTEM USING IDS AND MULTI METER AT THIS TIME VEHICLE IS OK. | | | |
| ********** | | | |
| F** VIEWPOINT DETAIL | | | |
| VPD VIEWPOINT DETAIL | | | |
| 9999 IR 0.00 | | | (N/C) |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: | | | 0.00 |
| ********** | | | |

EST: 171.35 04JUN21 18:11 SA: 7039
CONTACT:
**********

LINE D IS VEHICLE PAYMENT REIMBURSEMENT FROM FO RD P11 MSPA830476. ADDED 5 GALLONS FUEL TO RO C OVERED BY SHOP TO GET JOB DONE 9/14/21JK.KEYS I N BASKET 9-17-21 5:34 PM.DO NOT CLOSE TICKET,LI NE A NEEDS TO BE BOOKED 9-17-21!!. MTIME ON A OK PER RC. LINE A HAS BEEN BOOKED 9-21-21!!JL.

**********
* CREATING A CULTURE WHERE
* OUR EMPLOYEES CAN LOVE THEIR JOBS AND
* OUR CUSTOMERS CAN LOVE OUR EMPLOYEES!
* IF YOU HAVE ANY QUESTIONS PLEASE CONTACT
* (817)849-3248 7-7 M-F AND 8-5 SATURDAYS.
**********

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.

X
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X
SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 19.95 |
| PARTS AMOUNT | 202.95 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 222.90 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 16.50 |
| **PLEASE PAY THIS AMOUNT** | 239.40 |

CUSTOMER COPY

[redacted]

[redacted]

*INVOICE*

PAGE 1

Five Star Ford

6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com

SERVICE ADVISOR: 7039 JASON KUBICA

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE | TAG |
|---|---|---|---|---|---|---|
| RED | 18 | FORD ECOSPORT | MAJ3P1TE3J[redacted] | [redacted] | 63291/63342 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 30OCT18 DD | | 30OCT2021 | 17:00 06JAN22 | | | CASH | 06JAN22 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 16:30 28DEC21 | 09:42 06JAN22 | ENG:1.0_Liter |

| LINE | OPCODE | TECH TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|
| A | CBK | REF 904520, CUSTOMER HAS FORD ESP. CUSTOMER REPORTS WAS DRIVING WHEN WRENCH LIGHT CAME ON, ENGINE SEEMED TO DECELERATE, AND THEN GO INTO LIMP MODE.THIS WAS AFTER ABOUT 20 MIN OF DRIVING, LIKE BEFORE. CUSTOMER WAS ABLE TO PULL OVER RESTART, AND MAKE IT IN. | | | | |
| | | CAUSE: | | | | |
| | 12650D | EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N | | | | |
| | | 7671 | WE 0.20 | | | (N/C) |
| | | 1 AG9Z*9F479*B SENSOR ASY | | | | (N/C) |
| | 12650D81 | PID RECORDER/MONITOR TEST WITH ROAD TEST - L | | | | |
| | | 7671 | WE 0.50 | | | (N/C) |
| | 12650D20 | TURBOCHARGER BOOST PRESSURE AND INTAKE AIR TEMPERATURE 2 (IAT2) SENSOR - REPLACE (9F479) - L | | | | |
| | | 7671 | WE 0.10 | | | (N/C) |
| | 12650DX1 | EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N EXTRA TIME TO REPEAT FINAL QUICK TEST | | | | |
| | | 7671 | WE 0.10 | | | (N/C) |
| | | FC: E29 42 | | | | |
| | | PART#: AG9Z*9F479*B | | | | |
| | | COUNT: | | | | |
| | | CLAIM TYPE: ESP | | | | |
| | | AUTH CODE: | | | | |
| | | 7671 | | | | |

Thank you!

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

63342 42-9F479 12650D/12650D81/12650D45/12650D20 1.10 VERIFIED CUSTOMER CONCERN FOUND WRENCH LIGHT COMES ON AFTER DRIVING SEVERAL MILES AND GOES INTO LIMP MODE, PERFORMED EEC DIAG FOUND P0237 AND P025E IN SYSTEM, MONITORED PIDS AND TEST DROVE AFTER DRIVING 10+ MILES TURBO BOOST SENSOR TCBP WOULD DROP OUT INTERMITTENTLY SETTING WRENCH LIGHT. PERFORMED PINPOINT TEST DN ALL WIRING PASSED, REMOVED TCBP SENSOR AND COMPARED TO LIKE UNIT AND FOUND SENSOR TO HAVE DEBRIS IN INNER PART WHERE SENSOR READS UNABLE TO REMOVE WITHOUT FURTHER DAMAGE TO SENSOR.

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.

X _____
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X _____
SIGNATURE

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

CUSTOMER COPY

[redacted]

[redacted]

*INVOICE*

PAGE 2

Five Star Ford

6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com

SERVICE ADVISOR: 7039 JASON KUBICA

| | | | VIN | LICENSE | MILEAGE | TAG |
|---|---|---|---|---|---|---|
| RED | 18 | FORD ECOSPORT | MAJ3P1TE3J[redacted] | | 63291/63342 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 30OCT18 DD | | 30OCT2021 | 17:00 06JAN22 | | | CASH | 06JAN22 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 16:30 28DEC21 | 09:42 06JAN22 | ENG:1.0_Liter |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| REMOVED AND REPLACED TCBP SENSOR AND RE-TESTED CONCERN, TEST DROVE VEHICLE 40+ MILES, AT THIS TIME VEHICLE IS OK. | | | |
| ********** | | | |
| B WARRANTY CTP LOANER | | | |
| WLOAN WARRANTY CTP LOANER | | | |
| 7671 CP 0.00 | | 0.00 | 0.00 |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: | | | 0.00 |
| ********** | | | |
| C Inspection of your vehicle including: Tire Inspection, Brake Inspection, Coolant check, Oil level check, Belts & hoses inspection | | | |
| 99PX Inspection of your vehicle including: Tire Inspection, Brake Inspection, Coolant check, Oil level check, Belts & hoses inspection | | | |
| 7671 IR 0.00 | | | (N/C) |
| GBK CHECKED AND OK,DISC OVER 5MM,DRUM OVER 2MM. | | | |
| 7671 IR 0.00 | | | (N/C) |
| GTIRE CHECKED AND OK, 7/32 OR GREATER. | | | |
| 7671 IR 0.00 | | | (N/C) |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: | | | 0.00 |
| 63342 G/BRAKE G/TIRE G/COOLANT AND OIL LEVEL | | | |
| ********** | | | |
| D** PICK UP AND DELIVERY OF VEHICLE | | | |
| CAUSE: PICK UP AND DELIVERY | | | |
| PDEL PICK UP AND DELIVERY OF VEHICLE | | | |
| 9999 IR 0.00 | | | (N/C) |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: | | | 0.00 |
| ********** | | | |
| EST: 171.35 28DEC21 16:30 SA: 7039 | | | |
| CONTACT: | | | |
| ********** | | | |

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.

X
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X
SIGNATURE

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

CUSTOMER COPY

PE23-015 000697 LC SV

[redacted]

[redacted]

*INVOICE*



Five Star
Ford
6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com

SERVICE ADVISOR: 7039 JASON KUBICA

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE | TAG |
|---|---|---|---|---|---|---|
| RED | 18 | FORD ECOSPORT | MAJ3P1TE3J[redacted] | | 63291/63342 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 30OCT18 DD | | 30OCT2021 | 17:00 06JAN22 | | | CASH | 06JAN22 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 16:30 28DEC21 | 09:42 06JAN22 | ENG:1.0_Liter |

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

EST: 149.00 28DEC21 16:30 SA: 7039
CONTACT:
**********

RECHECK- Per RC, internal deductible, customer has no charges 1/6/22 JK. .KEYS IN BASKET 1-6-22 8:35 AM.
DELIVERING VEHICLE TO CUSTOMER 1/6/22JK

**********
* CREATING A CULTURE WHERE
* OUR EMPLOYEES CAN LOVE THEIR JOBS AND
* OUR CUSTOMERS CAN LOVE OUR EMPLOYEES!
* IF YOU HAVE ANY QUESTIONS PLEASE CONTACT
* (817)849-3248 7-7 M-F AND 8-5 SATURDAYS.
**********

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.

X _____
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X _____
SIGNATURE

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

CUSTOMER COPY

[redacted]

[redacted]

Five Star Ford

6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com



SERVICE ADVISOR: 7039 JASON KUBICA

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE | TAG |
|---|---|---|---|---|---|---|
| RED | 18 | FORD ECOSPORT | MAJ3P1TE3JC[redacted] | | 63444/63489 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | DATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 30OCT18 DD | | 30OCT2021 | 17:00 13JAN22 | | | CASH | 13JAN22 |

| R.O. OPENED | READY | OPTIONS: ENG:1.0_Liter |
|---|---|---|
| 17:51 07JAN22 | 10:19 13JAN22 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A CBK REF 925681, CUSTOMER HAS FORD ESP. CUSTOMER REPORTS WAS DRIVING WHEN WRENCH LIGHT CAME ON, ENGINE SEEMED TO DECELERATE, AND THEN GO INTO LIMP MODE.THIS WAS AFTER ABOUT 20 MIN OF DRIVING, LIKE BEFORE. CUSTOMER WAS ABLE TO PULL OVER RESTART, AND MAKE IT IN. | | | |
| D50 OTHER ENGINE TROUBLES | | | |
| 7224 IR 2.90 | | | (N/C) |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 | | TOTAL LINE A: | 0.00 |
| 63489 2.90 PERFORMED EEC DIAG, P0236, P0237, P0238, P025E, P2227. PERFORMED PIN POINT TEST, PASSED. PERFORMED PID MONITOR TEST FOUND PIDS TO BE WITH IN RANGE. GOT ENGINE BAY HOT AND RETESTED, PASSES. PERFORMED WIGGLE TEST AND PIN FITMENT, PASSES. ACCESSED PCM AND INSPECTED CIRCUIT, PASS. LOAD TESTED FROM PCM TO BOOST SENSOR, PASS. ACCESSED HARNESS AND VISUALLY INSPECTED, FOUND TO HAVE A VERY SMALL RUB THOUGH IN THE HARNESS AT THE MANIFOLD HEAT SHIELD. REMOVED AND FOUND WIRE TO BE CHAFFED. PERFORMED REPAIRS AND RE ROUTED HARNESS, CLEARED CODES AND ROAD TESTED MULTI TIMES, PASS. | | | |
| ********** | | | |
| B WARRANTY CTP LOANER | | | |
| WLOAN WARRANTY CTP LOANER | | | |
| 9999 CP 0.00 | 0.00 | 0.00 | |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 | | TOTAL LINE B: | 0.00 |
| ********** | | | |
| C Inspection of your vehicle including: Tire Inspection, Brake Inspection, Coolant check, Oil level check, Belts & hoses inspection | | | |
| 99PX Inspection of your vehicle including: Tire Inspection, Brake Inspection, Coolant check, Oil level check, Belts & hoses inspection | | | |
| 7224 IR 0.00 | | | (N/C) |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 | | TOTAL LINE C: | 0.00 |
| 63444 JUST DONE | | | |
| ********** | | | |
| D PICK UP AND DELIVERY OF VEHICLE | | | |

PAID
Date CK#

Thank you

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.

X
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X
SIGNATURE

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

CUSTOMER COPY

PE23-015 000699 LC SV

[redacted]

[redacted]

*INVOICE*

Five Star Ford
6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com



SERVICE ADVISOR: 7039 JASON KUBICA

| | | | VIN | LICENSE | MILEAGE | TAG |
|---|---|---|---|---|---|---|
| RED | 18 | FORD ECOSPORT | MAJ3P1TE3JC[redacted] | | 63444/63489 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 30OCT18 DD | | 30OCT2021 | 17:00 13JAN22 | | | CASH | 13JAN22 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 17:51 07JAN22 | 10:19 13JAN22 | ENG:1.0_Liter |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| | PDEL | | | | PICK UP AND DELIVERY OF VEHICLE | | | |
| | 9999 | | IR | 0.00 | | | | (N/C) |
| PARTS: | 0.00 | LABOR: | 0.00 | OTHER: | 0.00 | TOTAL LINE D: | | 0.00 |
| | | | | | ********** | | | |
| E | The Works Blended Synthetic | | | | | | | |
| | WRKS | | | | THE WORKS GAS/HYBRID ENGINE (INCLUDES UP TO 5 QTS OF OIL, OIL FILTER REPLACEMENT, TIRE ROTATION AND MULTI POINT INSPECTION) | | | |
| | 7099 | | CQ | 0.80 | | | 26.27 | 26.27 |
| | HZRD | | | | HAZARDOUS WASTE FEE | | 4.98 | 4.98 |
| 1 | BE8Z*6731*AB | | | | KIT - ELEMENT & GASKET - OIL F | 7.20 | 7.20 | 7.20 |
| 5 | XO*5W20*Q1SP | | | | MOTORCRAFT SAE 5W-20 API GF-6A | 6.47 | 4.25 | 21.25 |
| PARTS: | 28.45 | LABOR: | 26.27 | OTHER: | 4.98 | TOTAL LINE E: | | 59.70 |

63489 0.80
OIL AND FILTER CHANGE COMPLETED
TIRE ROTATION COMPLETED

**********

EST: 56.34 07JAN22 17:51 SA: 7039
CONTACT:
**********

EST: 149.00 07JAN22 17:51 SA: 7039
CONTACT:
**********

CUSTOMER PAY SUPPLY CHARGE FOR REPAIR ORDER 3.94

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.

X _____
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X _____
SIGNATURE

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

CUSTOMER COPY

[redacted]

[redacted]

*INVOICE*



Five Star Ford
6618 Northeast Loop 820
North Richland Hills, TX 76180
METRO (817) 498-8838
www.5starford.com

SERVICE ADVISOR: 7039 JASON KUBICA

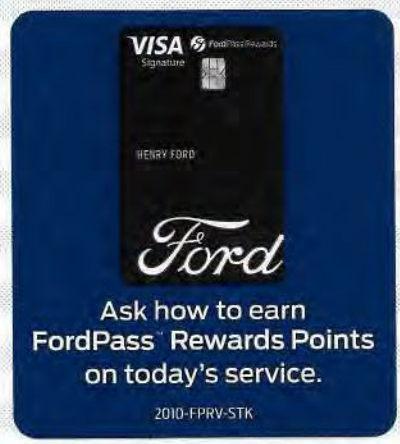
| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE | TAG |
|---|---|---|---|---|---|---|
| RED | 18 | FORD ECOSPORT | MAJ3P1TE3[redacted] | [redacted] | 63444/63489 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 30OCT18 DD | | 30OCT2021 | 17:00 13JAN22 | | | CASH | 13JAN22 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 17:51 07JAN22 | 10:19 13JAN22 | ENG:1.0_Liter |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| RECHECK, LOANER RESERVED WITH RENTAL MANAGER.IN TERNAL A OK PER RC AUTH#4439.KEYS IN BASKET 1-1 2-22 3:19 PM. | | | | | | | | |

**********
* CREATING A CULTURE WHERE
* OUR EMPLOYEES CAN LOVE THEIR JOBS AND
* OUR CUSTOMERS CAN LOVE OUR EMPLOYEES!
* IF YOU HAVE ANY QUESTIONS PLEASE CONTACT
* (817)849-3248 7-7 M-F AND 8-5 SATURDAYS.
**********




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.

X _____
SIGN. OF DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

Any warranties on the product sold hereby are those made by the manufacturer. The seller, FIVE STAR FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FIVE STAR FORD neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. FIVE STAR FORD DOES NOT WARRANTY OIL LEAK REPAIRS ON ANY COMPONENT.
This Account Payable in Hurst, Tarranty County, Texas

X _____
SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 26.27 |
| PARTS AMOUNT | 28.45 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 8.92 |
| TOTAL CHARGES | 63.64 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 2.68 |
| **PLEASE PAY THIS AMOUNT** | 66.32 |

CUSTOMER COPY



ROBERT M. SILVERMAN[+#-]
CRAIG THOR KIMMEL[+-^]

[+] Member, PA Bar
[*] Member, NJ Bar
[x] Member, DE Bar
[-] Member, NY Bar
[^] Member, MA Bar
[#] Member, MD Bar
[♠] Member, OH Bar
[□] Member, NH Bar
[±] Member, CT Bar
[“] Member, TN Bar
[µ] Member, WY Bar
[¥] Member, DC Bar
[€] Member, CA Bar
[°] Member, WI Bar
[§] Member FL Bar
[ª] Member, AZ Bar
[»] Member, TX Bar
[$] Member, MI Bar
[£] Member, WV Bar
[&] Member, IL Bar
[>] Member, IN Bar

# KIMMEL & SILVERMAN P.C.

JACQUELINE C. HERRITT[-*#§-°'♠]
ROBERT A. RAPKIN[+]
ANGELA K. TROCCOLI[“□±]
JOSEPH D. STEWARD III[€]
JASON L. GRESHES [+*-¥]
CHAD P. DOMAN[+ £]
JACOB U. GINSBURG[+*§]
MICHAEL MILEWSKI[+*]
BLAKE K. WALSH[«&>]
MARY HIGGINS* x

1-800-LEMON LAW
www.lemonlaw.com

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

**WESTERN PA OFFICE**, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (215) 540-8817
**NEW JERSEY OFFICE**, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344
**DELAWARE OFFICE**, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 525-6607, F (302) 525-6618
**NEW YORK OFFICE**, 1080 Avenue of the Americas, 8th Floor, New York, NY 10036, P (212) 719-7543, F (877) 617-2515
**BUFFALO, NY OFFICE**, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
**OHIO OFFICE**, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817
**SAN FRANCISCO, CA OFFICE**, 75 Broadway, Suite 202, #1911 San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817
**SAN DIEGO, CA OFFICE**, 101 West Broadway, Suite 300 PMB, #344 San Diego, CA 92101, P (619) 785-3003, F (215) 540-8817
**LOS ANGELES, CA OFFICE**, 811 Wilshire Boulevard, Suite 1700-241, Los Angeles, CA 90017, P (213) 340-7770, F (215) 540-8817
**PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE**

July 26, 2022

VIA EMAIL ONLY
ogcclaim@ford.com

Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, MI 48126

[redacted]**ny**

Dear Sir/Madam:

Please be advised that this office represents the above individual against Ford Motor Company pursuant to the MI Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

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

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

[redacted]

Jacob Ginsburg
KIMMEL & SILVERMAN, PC



LEMBERG LAW

**Sergei Lemberg, Esq.**
**Managing Partner**
✆ +1.203.653.2250 x5500
☎ +1.203.653.3424
✉ slemberg@lemberglaw.com

July 19, 2023

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2018 Ford EcoSport SE |
| **VIN #** | MAJ3P1TE8JC[redacted] |
| **Record Owner** | Jaqualynn Gray |
| **State of Purchase or Lease** | Georgia |

Dear Sir or Madam:

Lemberg Law L.L.C. is writing on behalf of the above client with regard to the above vehicle purchased in Georgia State. Please consider this your notice of an opportunity to correct the defects specified below. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Georgia consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service for over a year and subject to repairs due to the engine failure, and same defect continues to persist.

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

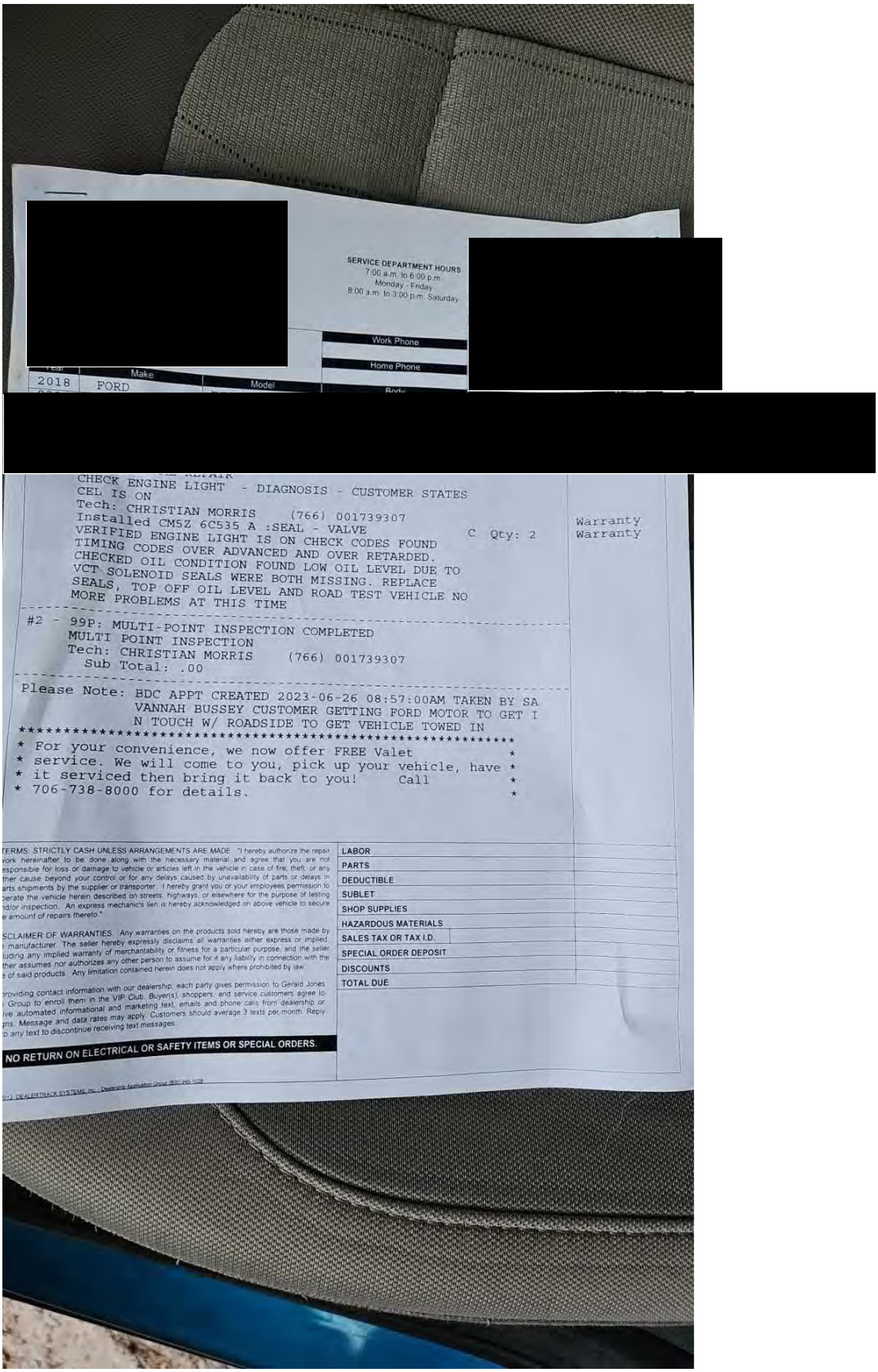
Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the vehicle until the purchase price is returned, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired.

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

Sincerely,

*/s/ Sergei Lemberg*

Sergei Lemberg



[redacted]

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

[redacted]

Work Phone
Home Phone

| Year | Make | Model | Body |
|---|---|---|---|
| 2018 | FORD | | |

[redacted]

CHECK ENGINE LIGHT - DIAGNOSIS - CUSTOMER STATES
CEL IS ON
Tech: CHRISTIAN MORRIS (766) 001739307
Installed CM5Z 6C535 A :SEAL - VALVE C Qty: 2 Warranty
VERIFIED ENGINE LIGHT IS ON CHECK CODES FOUND Warranty
TIMING CODES OVER ADVANCED AND OVER RETARDED.
CHECKED OIL CONDITION FOUND LOW OIL LEVEL DUE TO
VCT SOLENOID SEALS WERE BOTH MISSING. REPLACE
SEALS, TOP OFF OIL LEVEL AND ROAD TEST VEHICLE NO
MORE PROBLEMS AT THIS TIME

#2 - 99P: MULTI-POINT INSPECTION COMPLETED
MULTI POINT INSPECTION
Tech: CHRISTIAN MORRIS (766) 001739307
Sub Total: .00

Please Note: BDC APPT CREATED 2023-06-26 08:57:00AM TAKEN BY SA
VANNAH BUSSEY CUSTOMER GETTING FORD MOTOR TO GET I
N TOUCH W/ ROADSIDE TO GET VEHICLE TOWED IN

**********
* For your convenience, we now offer FREE Valet *
* service. We will come to you, pick up your vehicle, have *
* it serviced then bring it back to you! Call *
* 706-738-8000 for details. *

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.

By providing contact information with our dealership, each party gives permission to Gerald Jones Auto Group to enroll them in the VIP Club. Buyer(s), shoppers, and service customers agree to receive automated informational and marketing text, emails and phone calls from dealership or affiliates. Message and data rates may apply. Customers should average 3 texts per month. Reply STOP to any text to discontinue receiving text messages.

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

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

©2012 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group (800) 640-1029



# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
P.O. Box 930792
Wixom, MI 48393

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


August 26, 2021

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

[redacted]

Vehicle: 2018 Ford
VIN: MAJ3P1VE8J[redacted]

Dear Sir/Madam:

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

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

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

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

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Edward L. Ewald Jr.

[redacted]

MICHIGAN REGISTRATION

JOCELYN BENSON
Secretary of State

**IMPORTANT**

See back for Instructions on Tab Placement

PEEL HERE

Plate: DQL9507

Expires: 12/13/2021

2018 FORD

SW

[redacted]

[redacted]

License Fee: $1

02/27/2021 176 18911 $120.00

TR-1K

PE23-015 000709 LC SV

KELLER
Keeps You Moving
Ford

**KELLER FORD**
3385 Alpine Ave N.W.
Grand Rapids, MI 49544
(616) 784-6600
Fax: (616) 784-8455
www.kellerford.net
info@kellerfordauto.com

**SERVICE DEPARTMENT HOURS**
7:30 a.m. to 7:00 p.m. Mon & Wed
7:30 a.m. to 5:30 p.m. Tues, Thurs
7:30 a.m. to 6:00 p.m. Fri

| R/O Open Date | R/O Number |
|---|---|
| 04/16/21 | 6097834/3 |
| **R/O Close Date** | **Status** |
| 05/13/21 | Reprint |
| **Mileage In** | **Mileage Out** |
| 60323 | 60323 |

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| Tech: Nicholas Baral III(250)<br>Corrected by GTIRE: TIRES OK AT THIS TIME<br>Tech: Nicholas Baral III(250)<br>Corrected by GBK: BRAKES ARE OK AT THIS TIME<br>Tech: Nicholas Baral III(250)<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #3 - MR WM: FOLLOW FORD WORK SHOP MANUAL AND VERIFY ALL ONE<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #4 * MR FCTP: KELLER FORD SERVICE - SUPPLIED COURTESY VEHICLE<br>ADDED OPERATION<br>COURTESY VEHICLE | |
| ********** | |
| * Thank you for choosing Keller Ford for your * | |
| * service needs. As a valued client, your feedback is * | |
| * important to us. Look for this email soon. * | |
| * CustomerViewpoint@customerviewpointfeedback.com. * | |
| ********** | |

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

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

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS**

X

| | |
|---|---|
| LABOR | |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | 100.00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | 100.00 |
| MC/Visa/Disc/AE 054137 | 100.00 |

© 2012 DEALERTRACK SYSTEMS, Inc. Dealership Applications Group (800) 243-1338

[redacted]

| Year | Make | Model | Body | | |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | TITANIUM FWD | | |

FORD ESP Exp: 100000 or 6/20/25 Ded: 100

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Installed CM5Z 6584 B :GASKET | Qty: 1 | Serv Contr |
| Installed CM5Z 6L092 A :TUBE ASY - DRAIN | Qty: 1 | Serv Contr |
| Installed W716271 S437 :NUT | Qty: 9 | Serv Contr |
| Installed W716271 S437 :NUT | Qty: 4 | Serv Contr |
| Installed CM5Z 6K679 B :PIPE - OIL FEED | Qty: 2 | Serv Contr |
| Installed W500414 S442 :BOLT | Qty: 8 | Serv Contr |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 2 | Serv Contr |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 1 | Serv Contr |
| Installed AA5Z 9E583 A :SEAL | Qty: 1 | Serv Contr |
| Installed CM5Z 6700 B :SEAL ASY - CRANKSHAFT OIL - | Qty: 1 | Serv Contr |
| Installed CM5Z 9J323 A :TUBE ASY | Qty: 1 | Serv Contr |
| Installed CM5Z 6378 A :WASHER | [redacted] | erv Contr |
| Installed CM5Z 8255 B :GASKET | | erv Contr |
| Installed J2BZ 9N454 D :HEAT SHIELD | Qty: 1 | Serv Contr |
| Installed CM5Z 6K682 L :TURBOCHARGER ASY | Qty: 1 | Serv Contr |
| Installed W715309 S300 :STUD | Qty: 8 | Serv Contr |

Due to the vehicle stalling suspect the turbocharger may be internally damaged. Removed the catalytic converter from the engine and verified the turbine wheel and the compressor wheels of the turbo move independently of one another indicating the shaft has been severed. Installed a new turbocharger following the WSM section 303-04D. Re-assembled the engine and cleared the codes. Performed a post repair road test and verified the engine no longer stalls and runs great. Returned the vehicle to the customer.

#3 - MR TOW: TOWED IN

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

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

© 2014 DEALERTRACK SYSTEMS, INC. Deliverance Application Group (800) 845-1538

[redacted]

**KELLER FORD**
3385 Alpine Ave N.W.
Grand Rapids, MI 49544
(616) 784-6600
Fax: (616) 784-8455
www.kellerford.net
info@kellerfordauto.com

**SERVICE DEPARTMENT HOURS**
7:30 a.m. to 7:00 p.m. Mon & Wed
7:30 a.m. to 5:30 p.m. Tues, Thurs
7:30 a.m. to 6:00 p.m. Fri

**FACILITY # F101504**
**Dealer Code 48G070**
**P&A Code 09696**

[redacted]

[redacted]

| Work Phone |
|---|
| |

| Year | Make | Model | |
|---|---|---|---|
| 2018 | FORD | ECOSPORT | TITANIUM FWD |

FORD ESP [redacted] Ded: 100

[redacted]

| DESCRIPTION | AMOUNT |
|---|---|
| Email: tosha | |

#1 - MR Customer Reports: customer states the oil pressure light is on, vehicle towed in
Caused by
Verified the concern that the engine oil pressure light is on in the instrument cluster Ran the concern through the oasis and found SSM 49726. Performed an engine oil pressure test and verified the oil pressure is about 5 psi at idle. Per the SSM the engine will need to be replaced to correct the concern. Performed a cost cap and was given the replace result with a long block assembly.
Corrected by 6007ESP: Engine Exchange Diagnosis ESP Only Inspect.
Tech: Nicholas Baral III(250)
Corrected by 6600B: Oil Pressure Engine Diagnosis.
Tech: Nicholas Baral III(250)
Corrected by 6007A: Engine Assembly Remove and Install.
Tech: Nicholas Baral III(250)
Tech: Nicholas Baral III(250)

| | | |
|---|---|---|
| Installed G1FZ 6006 A :SERVICE ENGINE ASY | Qty: 1 | Serv Contr |
| Installed CM5Z 9450 A :GASKET | Qty: 1 | Serv Contr |
| Installed W716271 S437 :NUT | Qty: 4 | Serv Contr |
| Installed FL 910S :KIT - ELEMENT & GASKET - OIL F | Qty: 1 | Serv Contr |
| Installed W715618 S437 :NUT | Qty: 4 | Serv Contr |
| Installed XO 5W30 BSP :MTCRAFT BULK OIL | Qty: 5 | Serv Contr |
| Installed VC 13 G :ANTI-FREEZE | Qty: 2 | Serv Contr |

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

ICLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by manufacturer. The seller hereby expressly disclaims all warranties either express or implied, luding any implied warranty of merchantability or fitness for a particular purpose, and the seller ther assumes nor authorizes any other person to assume for it any liability in connection with the e of said products. Any limitation contained herein does not apply where prohibited by law.

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS**

X

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

PE23-015 000712 LG SV

KELLER FORD
3385 Alpine Ave N.W.
Grand Rapids, MI 49544
(616) 784-6600
Fax: (616) 784-8455
www.kellerford.net
info@kellerfordauto.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m. Mon & Wed
7:30 a.m. to 5:30 p.m. Tues, Thurs
7:30 a.m. to 6:00 p.m. Fri

FACILITY # F101504
Dealer Code 46G070
P&A Code 09696

[redacted]

[redacted]

[redacted]

| Work Phone | | Delivery Date | In-Service Date |
|---|---|---|---|
| | | 00/00/00 | 00/00/00 |

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | TITANIUM FWD | | |

FORD ESP Exp: 100000 or 6/20/25 Ded: 100

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| Work performed by 472791 : () Labor: | Internal |
| Work performed by 472791 : () Parts: | Internal |

```
**************************************************
* Thank you for choosing Keller Ford for your    *
* service needs.  As a valued client, your feedback is *
* important to us.  Look for this email soon.    *
* CustomerViewpoint@customerviewpointfeedback.com. *
**************************************************
```

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 | .0 |
| DEDUCTIBLE | .0 |
| SUBLET | 100.0 |
| SHOP SUPPLIES | .0 |
| HAZARDOUS MATERIALS | .0 |
| SALES TAX OR TAX I.D. | .0 |
| SPECIAL ORDER DEPOSIT | .0 |
| DISCOUNTS | .0 |
| TOTAL DUE | .0 |
| A/RSVCPOL SERVICE DEPT POLICY | 100.00 |
| | 100.00 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

PE23-015 000713 LC SV

KELLER FORD
3385 Alpine Ave N.W.
Grand Rapids, MI 49544
(616) 784-6600
Fax: (616) 784-8455
www.kellerford.net
info@kellerfordauto.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m. Mon & Wed
7:30 a.m. to 5:30 p.m. Tues, Thurs
7:30 a.m. to 6:00 p.m. Fri

FACILITY # F101504
Dealer Code 48G070
P&A Code 09696

[redacted]

[redacted]

| Work Phone | | Delivery Date | In-Service Date |
|---|---|---|---|
| [redacted] | | 00/00/00 | 00/00/00 |

| Year | Make | Model | | Color | License Number |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | TITANIUM FWD | | |

FORD ESP Exp: 100000 or 6/20/25 Ded: 100

| [redacted] | AMOUNT |
|---|---|
| #1 - MR 99P: QCM PERFORM MULTI-POINT INSPECTION<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |
| #2 - MR Customer Reports: customer states the vehicle died while driving. Battery light is on. Cel is on.<br>Caused by<br>Verified the engine stalls shortly after start up and the check engine light is present. Used the IDS to pull codes from the PCM and found the only code present is P0299 turbo under boost. Ran the code through oasis and verified there are no relevant articles present. Then referenced the PC/ED and performed the PPT HN for the code. HN1 YES HN2 NO HN5 YES HN6 YES HN7 YES HN8 NO HN9 YES HN10 NO HN14 NO HN19 YES HN20 YES HN21 NO.<br>Tech: Nicholas Baral III(250) | |
| Installed CM5Z 00812 G :BOLT - HEX.HEAD Qty: 16 | Serv Contr |
| Installed W715141 S442 :BOLT Qty: 4 | Serv Contr |
| Installed W715195 S437 :BOLT Qty: 8 | Serv Contr |
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. Qty: 16 | Serv Contr |
| Installed CM5Z 6A345 A :BOLT - HEX.HEAD Qty: 1 | Serv Contr |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST Qty: 1 | Serv Contr |
| Installed GN1Z 6C646 A :DUCT - AIR Qty: 1 | Serv Contr |
| Installed FL 910S :KIT - ELEMENT & GASKET - OIL F Qty: 1 | Serv Contr |
| Installed CM5Z 6C683 A :FILTER ASY Qty: 1 | Serv Contr |
| Installed 4R8Z 6N652 A :GASKET Qty: 1 | Serv Contr |
| Installed CM5Z 9450 A :GASKET Qty: 1 | Serv Contr |

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

© 2013 DEALERTRACK SYSTEMS, Inc. Dealertrack Application Group (800) 945-1028

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

KELLER FORD
3385 Alpine Ave N.W.
Grand Rapids, MI 49544
(616) 784-6600
Fax: (616) 784-8455
www.kellerford.net
info@kellerfordauto.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m. Mon & Wed
7:30 a.m. to 5:30 p.m. Tues, Thurs
7:30 a.m. to 6:00 p.m. Fri

FACILITY # F101504
Dealer Code 48G070
P&A Code 09696

[redacted]

[redacted]

Work Phone

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| | | | | 00/00/00 | 00/00/00 |
| Year | Make | Model | | Color | License Numbe |
| 2018 | FORD | ECOSPORT | TITANIUM FWD | | |

FORD ESP Exp: 100000 or 6/20/25 Ded: 100

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Installed CM5Z 6584 B :GASKET | Qty: 1 | Serv Cont |
| Installed CM5Z 6L092 A :TUBE ASY - DRAIN | Qty: 1 | Serv Cont |
| Installed W716271 S437 :NUT | Qty: 9 | Serv Cont |
| Installed W716271 S437 :NUT | Qty: 4 | Serv Cont |
| Installed CM5Z 6K679 B :PIPE - OIL FEED | Qty: 2 | Serv Cont |
| Installed W500414 S442 :BOLT | Qty: 8 | Serv Cont |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 2 | Serv Cont |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 1 | Serv Cont |
| Installed AA5Z 9E583 A :SEAL | Qty: 1 | Serv Cont |
| Installed CM5Z 6700 B :SEAL ASY - CRANKSHAFT OIL - | Qty: 1 | Serv Cont |
| Installed CM5Z 9J323 A :TUBE ASY | Qty: 1 | Serv Cont |
| Installed CM5Z 6378 A :WASHER | Qty: 1 | Serv Cont |
| Installed CM5Z 8255 B :GASKET | Qty: 1 | Serv Cont |
| Installed J2BZ 9N454 D :HEAT SHIELD | Qty: 1 | Serv Cont |
| Installed CM5Z 6K682 L :TURBOCHARGER ASY | Qty: 1 | Serv Cont |
| Installed W715309 S300 :STUD | Qty: 8 | Serv Cont |
| Due to the vehicle stalling suspect the turbocharger may be internally damaged. Removed the catalytic converter from the engine and verified the turbine wheel and the compressor wheels of the turbo move independently of one another indicating the shaft has been severed. Installed a new turbocharger following the WSM section 303-04D. Re-assembled the engine and cleared the codes. Performed a post repair road test and verified the engine no longer stalls and runs great. Returned the vehicle to the customer. | | |
| #3 - MR TOW: TOWED IN | | |

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

© 2012 CDK AUTOMOTIVE SYSTEMS, INC. Powered by Authorize Direct (800) 845-1008

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

[redacted]

ANTY HISTORY

| Claim Key | Trx Code | Time In Service | Labor Hours | Dealership | DIST (Miles) | Repair Date | Prefix | Base | Suffix | Doc |
|---|---|---|---|---|---|---|---|---|---|---|
| 7389406 | E95 | 17 | 1.6 | MIDLAND FORD | 36934 | 06-NOV-19 | GN1Z | 3B437 | G | 51417204 |
| **Customer Comments** | LEFT FRONT CV BOOT IS LEAKING | | | | | | | | | |
| **Tech Comments** | INSPECT AND FOUND THE LEFT FRONT OUTER CV BOOT WAS LEAKING AND JOINT WAS DAMAGED FROM DEBRIS ENTERING THE JOINT. REPLACED LEFT FRONT CV SHAFT. CLEANED GREASE OFF. ROAD TEST OK NOW | | | | | | | | | |
| 9154795 | E96 | 22 | 3 | MIDLAND FORD | 39826 | 17-MAR-20 | • | 6F089 | • | 52190401 |
| **Customer Comments** | LIGHT ON THE DASH AND WILL NOT GO OVER 75 MPH | | | | | | | | | |
| **Tech Comments** | LIGHT ON THE DASH AND WILL NOT GO OVER 75 MPH eec tests code p0234 PINPOINT TESTS - HN1 Y HN2 N HN5 Y HN6 Y HN7 Y HN8 N HN9 N REPLACE TURBOCHARGER WASTEGATE SOLENOID ASSEMBLY - NEC TO REMOVE ALL AIR INLET SYSTEMS AND REMOVE UPPER WIRING HARNESS - AND COOLANT HOSES FOR ACCESS - RETEST EEC SYSTEM ERASE MEMORY ROAD TEST OK | | | | | | | | | |
| 9317934 | 0987D | 23 | 2.1 | MIDLAND FORD | 40075 | 16-APR-20 | CM5Z | 2A451 | B | 52244201 |
| **Customer Comments** | CHECK ENGINE WAS ON NO POWER CHECK AND ADVISE | | | | | | | | | |
| **Tech Comments** | CHECK ENGINE WAS ON NO POWER CHECK AND ADVISE Logged on FDRS performed self test has codes P0234 and P051B. Performed PPT HN1 YES, HN2 NO, HN5 YES, HN6 YES, HN7 YES, HN8 NO, HN9 YES, HN10 NO, HN11 NO, HN12 NO, HN13 NO, HN14 NO, HN19 NO. Found that when checking vacuum to the pump was ok but the vacuum out of the pump was not correct. Replaced vacuum pump and TCBY solenoid cleared all codes and retested, verified operating properly now | | | | | | | | | |

KELLER FORD
3385 Alpine Ave N.W.
Grand Rapids, MI 49544
(616) 784-6600
Fax: (616) 784-8455
www.kellerford.net
info@kellerfordauto.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m. Mon & Wed
7:30 a.m. to 5:30 p.m. Tues, Thurs
7:30 a.m. to 6:00 p.m. Fri

FACILITY # F101504
Dealer Code 48G070
P&A Code 09696

[redacted]

[redacted]

[redacted]

| Work Phone | Delivery Date | In-Service Date |
|---|---|---|
| | 00/00/00 | 00/00/00 |

| Year | Make | Model | | Color | License Number |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | TITANIUM FWD | | |

FORD ESP Exp: 100000 or 6/20/25 Ded: 100

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. | Qty: 16 | Serv Contr |
| Installed W716271 S437 :NUT | Qty: 4 | Serv Contr |
| Installed W715141 S442 :BOLT | Qty: 1 | Serv Contr |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | Qty: 1 | Serv Contr |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 1 | Serv Contr |
| Installed AA5Z 9E583 A :SEAL | Qty: 1 | Serv Contr |
| Installed CM5Z 9J323 A :TUBE ASY | Qty: 1 | Serv Contr |
| Ordered CM5Z 6K679 B :PIPE - OIL FEED | Qty: 1 | Serv Contr |
| Installed F1FZ 6379 A :BOLT - HEX.HEAD | Qty: 6 | Serv Contr |
| Installed W715195 S437 :BOLT | Qty: 6 | Serv Contr |
| Installed W500414 S442 :BOLT | Qty: 1 | Serv Contr |
| Installed W500414 S442 :BOLT | Qty: 1 | Serv Contr |
| Installed W715309 S300 :STUD | Qty: 4 | Serv Contr |
| Installed W715309 S300 :STUD | Qty: 4 | Serv Contr |
| Installed F1FZ 9N454 G :HEAT SHIELD | Qty: 1 | Serv Contr |
| Installed W500013 S442 :BOLT - HEX.HEAD | Qty: 1 | Serv Contr |
| Installed JR06 :HOSE CLAM | Qty: 1 | Serv Contr |
| Upon removal of the engine 3 of the 4 turbo to cat studs broke. Made a straight time punch for 2.0 to extract the broke studs. Continued the engine replacement per the WSM. Finished assembly of the engine and vehicle. Filled with fresh fluids. Cleared the codes from the PCM and performed a post repair road test. Verified all ok at this time. | | |
| 2 - MR 99P: QCM PERFORM MULTI-POINT INSPECTION | | |
| Corrected by GBATT: BATTERY TEST COMPLETE, BATTERY TESTS GOOD | | |

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

AIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by anufacturer. The seller hereby expressly disclaims all warranties either express or implied, ng any implied warranty of merchantability or fitness for a particular purpose, and the seller assumes nor authorizes any other person to assume for it any liability in connection with the said products. Any limitation contained herein does not apply where prohibited by law.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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



# ROMANO STANCROFF PC

The Lemon Law Attorneys

[redacted]

801 West Ann Arbor Trail, Suite 232
Plymouth, MI 48170
Phone (734) 207-3377
Fax (734) 207-3630
teri@thelemonlawattorneys.com

January 10, 2020

Ford Motor Company – FCSD Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

Re: [redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of Ms. Hawkins's claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our client has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of the Michigan Lemon Law and Magnuson-Moss Warranty Act. As such, our client respectfully requests that Ford Motor Company comply with the above statutes and pay all attorney fees and costs.

Additionally, please consider this letter your notice the above vehicle is still defective and in need of a final repair pursuant to the Michigan Lemon Law. MCL 257.1403

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours
Romano Stancroff PC

[redacted]

# LASCO FORD, INC.

2525 Owen Rd. • Fenton, MI 48430
Phone (810) 629-2255 Fax (810) 629-0975
qualitycaresvc@lascoford.com
qualitycareparts@lascoford.com
www.lascoford.com
LOOK TO LASCO


Blue Oval Certified

QualityCare at your service

DEALER REGISTRATION NO. F102680

[redacted]

| ADVISOR | | TAG NO. | INVO |
|---|---|---|---|
| NATHALIE R | 243624 | 3833 | |
| LABOR RATE | LICENSE NO. | MILEAGE | COL |
| | | 32,663 | SM |
| YEAR / MAKE / MODEL | | | DEL |
| 18/FORD TRUCK/ECOSPORT/4DR SUV SE FW | | | |
| VEHICLE I.D. NO. | | | |
| M A J 3 P 1 T E 1 J [redacted] | | | |
| F.T.E. NO. | | | |
| COMMENTS | | | |

[redacted]

LABOR----------

J# 1 64F0ZZ01 ENGINE CONCERN HOURS: 1.50 TECH(S): 68852 WARRANTY

CUSTOMER STATES WHEN DRIVING CITY ROADS WRENCH LIGHT CAME ON
DASH AND VEHICLE SLOWED AND WOULD NOT GO OVER 40 MPH.
CUSTOMER STATES MESSAGE FROM FORD PASS SAYS VEHICLE WENT
INTO LIMP MODE. WHEN IT HAPPENS VEHICLE LOSES ALL POWER AND
WILL SLOW DOWN, ONCE VEHICLE IS SHUT OFF AND RE STARTED IT
WILL DRIVE FINE UNTIL THIS HAPPENS AGAIN, HAS HAPPENED 2
TIMES IN THE LAST 3 DAYS. CHECK AND ADVISE. CUSTOMER ALSO
SAYS THAT WHEN TRYING TO ACCELERATE WHEN THIS HAPPENS THEY
CAN ALSO HEAR A AIR RUSHING NOISE WHEN PRESSING THE GAS
PEDAL. UNSURE IF RELATED BUT WANTED TO NOTE.
VERIFY CUSTOMER CONCERN. FDRS VER 22.5.2 NETWORK TEST -
P0234:00-68(PM) TURBOCHARGER A OVERBOOST CONDITION. PC/ED
PERFORM PINPOINT TEST HN TO DIAGNOSE. HN1-YES, P0234.
HN2-NO, NO VISIBLE CONCERNS PRESENT. HN5-YES, 11.99V
C1644/PIN1 TO GROUND(SPEC > 10.5V). HN6- ACCESS PCM
CONNECTOR C1232E- YES, 0.4 OHMS ON INDICATED CIRCUITS(SPEC <
5 OHMS). HN7-YES, >10K OHMS ON INDICATED CIRCUITS(SPEC >10K
OHMS). HN8-NO, NO VOLTAGE PRESENT ON INDICATED CIRCUITS(SPEC
NO VOLTAGE PRESENT). HN9-NO, 1 OHM BETWEEN COMPONENT
TERMINALS 1,2(SPEC 5-60 OHMS).
PER RESULT FOR HN9 - REPLACE TURBOCHARGER WASTEGATE
REGULATING VALVE SOLENOID. CLEAR DTC AND ROAD TEST TO VERIFY
VEHICLE PERFORMANCE AND OPERATION.

| PARTS | QTY | FP-NUMBER | DESCRIPTION | LIST PRICE | UNIT PRICE | WARRANTY |
|---|---|---|---|---|---|---|
| | 1 | H1BZ-9S468-D | HOSE O | | | |
| | | | | TOTAL - PARTS | | 0.00 |

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

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

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

LABOR----------

J# 2 44F0ZZ99PX VEHICLE CHECK UP EXP HOURS: 0.00 TECH(S): 68852 0.00

PERFORMED VEHICLE CHECK UP REPORT
CHECK BATTERY BRAKES TIRES
CHECK AND FILL FLUIDS AS REQUIRED
PERFORMED A THOROUGH CHECK UP REPORT OF YOUR VEHICLE AND
PROVIDE A DETAILED CHECK UP REPORT. CHECKED FLUID LEVELS
INSPECT WIPER BLADES, TEST BATTERY, INSPECT TIRES AND BRAKE
WEAR, INSPECT UNDER CARRIAGE COMPONENTS FOR LEAKS OR DAMAGE
REPORT FINDINGS OF VEHICLE CHECK UP REPORT

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

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

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

LABOR----------

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. All repairs and parts listed were furnished in compliance with the Michigan State Repair Act PA300.

COMMITTED

TO

COMPLETE

CUSTOMER

SATISFACTION

Monday 7:30 am - 8:00 pm
Tuesday - Friday 7:30 am - 6:00 pm
Closed Saturdays
Early Bird Drop Off Available
Ask about local shuttle service

YOUR NEIGHBORHOOD

Ford

DEALER

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE.

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act.
REPAIRS PROPERLY COMPLETED AND CHECKED BY:

X_____


Reynolds and Reynolds ERAINTINVE CC2288863 Q (01/04)

# LASCO FORD, INC.

2525 Owen Rd. • Fenton, MI 48430
Phone (810) 629-2255 Fax (810) 629-0975
qualitycaresvc@lascoford.com
qualitycareparts@lascoford.com
www.lascoford.com
LOOK TO LASCO


Blue Oval Certified

QualityCare at your service

DEALER REGISTRATION NO. F102680

[redacted]

ADVISOR
NATHALIE R
LABOR RATE | LICENSE NO.
YEAR / MAKE / MODEL
18/FORD TRUCK/ECOSP
VEHICLE I.D. NO.
M A J 3 P 1 T E 1
F. T. E. NO.
COMMENTS

[redacted]

J# 3 67F0Z [redacted] HOURS: TECH(S): 68852 WARRANTY

JOB# 3 TO [redacted]

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4 44F0ZWRKS THE WORKS HOURS: TECH(S): 186997 24.45

THE WORKS VEHICLE CHECKUP. UP TO FIVE QUARTS OF MOTORCRAFT SYNTHETIC BLEND OIL, MOTORCRAFT OIL FILTER, MULTI-POINT INSPECTION, TIRE ROTATION AND AIR PRESSURE CHECK, BRAKE INSPECTION, BATTERY TEST, AND AIR FILTER CHECK. TAXES, DIESEL VEHICLES AND DISPOSAL FEES EXTRA. HYBRID BATTERY TEST EXCLUDED.
THE WORKS VEHICLE CHECKUP PERFORMED WITH UP TO 5 QUARTS OF MOTORCRAFT SYNTHETIC BLEND OIL, MOTORCRAFT OIL FILTER, MULTI-POINT INSPECTION, AND TIRE ROTATION.
$49.95 PLUS TAX AND HAZARDOUS WASTE FEE.

| PARTS | QTY | FP-NUMBER | DESCRIPTION | LIST PRICE | UNIT PRICE | |
|---|---|---|---|---|---|---|
| | 5 | XO-5W20-BSP | OIL - E 499 | 3.20 | 3.20 | 16.00 |
| | 1 | FL-910S-B12 | KIT - E 97 | 7.50 | 7.50 | 7.50 |
| | | | | | TOTAL - PARTS | 23.50 |

JOB# 4 TOTALS

| | |
|---|---|
| LABOR | 24.45 |
| PARTS | 23.50 |
| JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL | 47.95 |

| MISC | CODE | DESCRIPTION | CONTROL NO | |
|---|---|---|---|---|
| JOB # A | DSF | DOCUMENT STORAGE FEE | | 1.90 |
| JOB # A | SS | ENVIRONMENTAL DISPOSAL | | 2.45 |
| | | | TOTAL - MISC | 4.35 |

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF $80.00 (+TAX)

TECHNICIAN CERTIFICATION

68852 DOUG A M131369

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. All repairs and parts listed were furnished in compliance with the Michigan State Repair Act PA300.

COMMITTED TO COMPLETE CUSTOMER SATISFACTION

Monday 7:30 am - 8:00 pm
Tuesday - Friday 7:30 am - 6:00 pm
Closed Saturdays
Early Bird Drop Off Available
Ask about local shuttle service

YOUR NEIGHBORHOOD Ford DEALER

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE.

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act.
REPAIRS PROPERLY COMPLETED AND CHECKED BY:

X _____




Reynolds and Reynolds ERAINTRIVE CC228863 Q (0104)

BlueOvalCertified

# LASCO FORD, INC.

2525 Owen Rd. • Fenton, MI 48430
Phone (810) 629-2255 Fax (810) 629-0975
qualitycaresvc@lascoford.com
qualitycareparts@lascoford.com
www.lascoford.com
LOOK TO LASCO

QualityCare at your service

DEALER REGISTRATION NO. F102680

[redacted]

CELL: 810 877 2774

ADVISOR
NATHALIE R
LABOR RATE | LICENSE NO
YEAR / MAKE / MODEL
18/FORD TRUCK/ECO
VEHICLE I.D. NO.
M A J 3 P 1 T E
F.T.E. NO.
COMMENTS

[redacted]

MO: 32669

TOTALS----------

| | |
|---|---|
| TOTAL LABOR.... | 24.45 |
| TOTAL PARTS.... | 23.50 |
| TOTAL SUBLET... | 0.00 |
| TOTAL G.O.G.... | 0.00 |
| TOTAL MISC CHG. | 4.35 |
| TOTAL MISC DISC | 0.00 |
| TOTAL TAX..... | 1.52 |
| **TOTAL INVOICE $** | **53.82** |

**********
* *
* [ ] CASH [ ] CHECK CK NO. [ ] *
* *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* *
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *
* *
**********

THANK YOU FOR YOUR BUSINESS!!
GET READY FOR WINTER SNOW AND ICE DRIVING
SEE YOUR ADVISOR TO SET UP YOUR SPRING - SUMMER SPECIAL

CUSTOMER SIGNATURE

**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. All repairs and parts listed were furnished in compliance with the Michigan State Repair Act PA300.

COMMITTED TO COMPLETE CUSTOMER SATISFACTION

Monday 7:30 am - 8:00 pm
Tuesday - Friday 7:30 am - 6:00 pm
Closed Saturdays
Early Bird Drop Off Available
Ask about local shuttle service

YOUR NEIGHBORHOOD Ford DEALER

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE.

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act.
REPAIRS PROPERLY COMPLETED AND CHECKED BY:

X_____

Reynolds and Reynolds ERAINTINVE CC228663 Q (0104)



CT Corporation

# Service of Process Transmittal

04/05/2021
CT Log Number [redacted]

**TO:** Chuck Morici
Ford Motor Company
1 American Rd
Dearborn, MI 48126-2798

**RE:** **Process Served in Ohio**

**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]. vs. Ford Motor Company, Dft. |
| **DOCUMENT(S) SERVED:** | Summons, Attachment(s), Complaint, Exhibit(s) |
| **COURT/AGENCY:** | Hamilton County Court of Common Pleas, OH<br>Case #[redacted] |
| **NATURE OF ACTION:** | Product Liability Litigation - Lemon Law - 2018 Ford Ecosport, VIN: MAJ3P1TE4J[redacted] |
| **ON WHOM PROCESS WAS SERVED:** | C T Corporation System, Columbus, OH |
| **DATE AND HOUR OF SERVICE:** | By Certified Mail on 04/05/2021 postmarked: "Illegible" |
| **JURISDICTION SERVED :** | Ohio |
| **APPEARANCE OR ANSWER DUE:** | Within 28 days after service, exclusive of the day of service (Document(s) may contain additional answer dates) |
| **ATTORNEY(S) / SENDER(S):** | Jacqueline C. Herritt<br>Kimmel & Silverman, P.C.<br>30 East Butler Pike<br>Ambler, PA 79002<br>215-540-8888 |
| **ACTION ITEMS:** | CT has retained the current log, Retain Date: 04/05/2021, Expected Purge Date: 04/10/2021<br><br>Image SOP |
| **REGISTERED AGENT ADDRESS:** | C T Corporation System<br>4400 Easton Commons Way<br>Suite 125<br>Columbus, OH 43219<br><br>877-564-7529<br>MajorAccountTeam2@wolterskluwer.com |

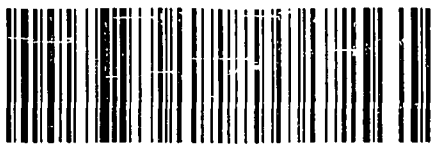
The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

3

# CERTIFIED MAIL

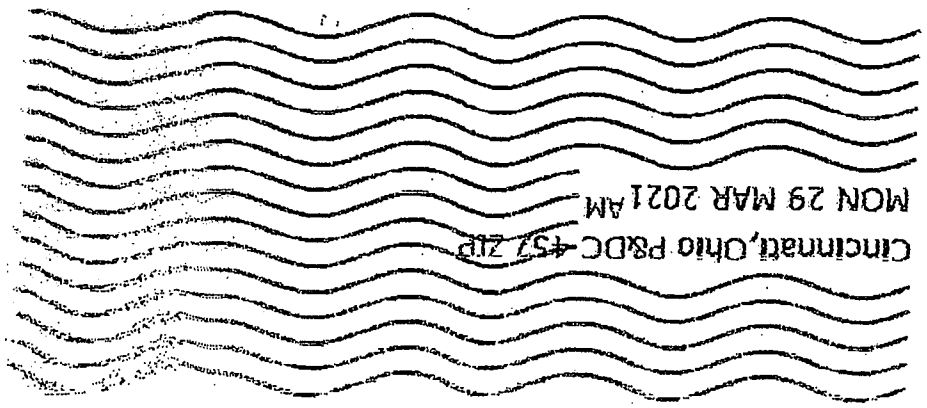
2021 POSTAGE $007.35

ZIP 45202
041L12204677



7194 5168 6310 0937 3663

03/29/2021 SUMMONS & COMPLAINT
FORD MOTOR COMPANY
CO CT CORPORATION
4400 EASTON COMMONS 125
COLUMBUS OH 43219



Cincinnati, Ohio P&DC 457 ZIP
MON 29 MAR 2021 AM

PE23-015 000725 LC SV

COPY

COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

[redacted]

-- vs --

Use below number on all future pleadings

No. [redacted]

FORD MOTOR COMPANY
**DEFENDANT**

FORD MOTOR COMPANY
CO CT CORPORATION
4400 EASTON COMMONS 125
COLUMBUS OH 43219

D - 1

You are notified
that you have been named Defendant(s) in a complaint filed by

[redacted]

Plaintiff(s)

in the Hamilton County, COMMON PLEAS CIVIL Division,
**AFTAB PUREVAL, 1000 MAIN STREET ROOM 315,**
**CINCINNATI, OH 45202.**
You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he/she has no attorney of record, a copy of an answer to the complaint within twenty-eight (28) days after service of this summons on you, exclusive of the day of service. Your answer must be filed with the Court within three (3) days after the service of a copy of the answer on the plaintiff's attorney.

Further, pursuant to Local Rule 10 of Hamilton County, you are also required to file a Notification Form to receive notice of all future hearings.

If you fail to appear and defend, judgement by default will be rendered against you for the relief demanded in the attached complaint.

[redacted]

AFTAB PUREVAL
Clerk, Court of Common Pleas
Hamilton County, Ohio

By RICK HOFMANN
Deputy

Date: March 29, 2021

D131479016

# AFTAB PUREVAL
# HAMILTON COUNTY CLERK OF COURTS

## COMMON PLEAS DIVISION

**ELECTRONICALLY FILED**
**March 25, 2021 12:49 PM**
**AFTAB PUREVAL**
**Clerk of Courts**
**Hamilton County, Ohio**

[redacted]

**vs.**

**FORD MOTOR COMPANY**

## FILING TYPE: INITIAL FILING (IN COUNTY) WITH JURY DEMAND

## PAGES FILED: 27

EFR200

**IN THE COURT OF COMMON PLEAS**
**[redacted]MILTON COUNTY, OHIO**

[redacted]
Plaintiff,

vs.

FORD MOTOR COMPANY
c/o CT Corporation
4400 Easton Cmns #125
Columbus, OH 43219
Defendant

Case No.:

Judge:

**COMPLAINT AND JURY DEMAND**
(Ohio Lemon Law; Magnuson-Moss Warranty Act; Breach of Express Warranty; Breach of Implied Warranty; Ohio Consumer Sales Practices Act; Tortious Breach of Warranty)

## COMPLAINT

1. Plaintif[redacted] an adult individual citizen and legal resident of the State of [redacted]

2. Defendant, Ford Motor Company, is a business corporation qualified to do and regularly conduct business in the State of Ohio, with its address and principal place of business located at Ford Consumer Affairs, Dearborn, MI 48126 and can be served at 4400 Easton Cmns #125, Columbus, OH 43219.

3. Plaintiff brings this Complaint seeking repurchase or replacement of the involved motor vehicle, at Plaintiff's option, pursuant to the Ohio Lemon Law and as such, the Lemon Law is Plaintiff's fundamental cause of action. Plaintiff's other claims are secondary to the Plaintiff's Lemon Law claims and are sought by the Plaintiff as an alternative plea for relief should the trier of fact and law determine that the vehicle's repair history does not warrant the relief provided by the Lemon Law.

## BACKGROUND

4. On or about July 19, 2018, Plaintiff purchased a 2018 Ford Ecosport, manufactured, warranted and distributed by Defendant, bearing the Vehicle Identification Number MAJ3P1TE4JC1[redacted]

5. The Vehicle was purchased in the State of Ohio and is registered in the State of Ohio.

6. The contract price of the Vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $22,618.43. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

7. Plaintiff purchased the Vehicle for safe and reliable transportation, but it is neither safe nor reliable, and is defective.

8. Plaintiff purchased the Vehicle in reliance on the existence of a written warranty from Defendant, and on advertising representantions and warranties of Defendant.

9. Defendant, through its advertising and otherwise, represented that its vehicles were fit for the purpose for which they were designed, that they are safe and suitable vehicles for their intended designed use, and reliably operable for private transportation. Plaintiff purchased the Vehicle in reliance on the belief that Defendant possessed a high degree of manufacturing skill and judgment.

10. Defendant, through its advertising and otherwise, represented that its vehicles were of merchantable quality, fit, and in proper condition for the ordinary use for which such vehicles are designed and used. Plaintiff relied on these representations, however, the Vehicle did not meet these representations, and this was unfair, deceptive, and unconsionable to Plaintiff.

11. The Vehicle was sold with and worked on under Defendant's warranties by Defendant's authorized dealers.

12. In consideration for the purchase of the Vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship

of the Vehicle and/or remedial action in the event the Vehicle fails to meet the promised specifications.

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

14. The parties' bargain includes an express 3-year / 36,000 mile warranty, 5-year / 60,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

15. The purchase of the Vehicle was a consumer transaction where Defendant warranted the Vehicle to be free from malfunctions and defects.

16. The Manufacturer's warranty is not attached as it is available to Defendant and will be produced later.

17. After purchase Plaintiff discovered the Vehicle did not conform to the representations of Defendant as it developed continuing malfunctions, defects, and problems, and this was unfair, deceptive, and unconsionable to Plaintiff.

18. As a result of the ineffective repair attempts made by Defendant through its authorized dealers, the Vehicle is rendered severely and substantially impaired, unable to be utilized for its intended purposes, and is substantially diminished in value and worthless to Plaintiff.

19. During the first year following the date of original delivery of the motor vehicle to the consumer and the Vehicle's first 18,000 miles of operation, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following Vehicle components: abnormal grinding and train noise, engine, and brakes. True and correct copies of all invoices in Plaintiff's possession are attached hereto, made a part hereof, and marked Exhibit "B".

20. The Vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and safety.

## COUNT I
## OHIO LEMON LAW

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

22. Plaintiff is a "Consumer" as defined by § 1345.71(A) of the Ohio Lemon Law (Ohio Revised Code § 1345.71 *et seq.*).

23. Defendant is a "Manufacturer" as defined by § 1345.71(B) of the Ohio Lemon Law, and at all relevant times was a manufacturer, distributor, supplier, and merchant.

24. Northgate Ford is and was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, displaying, dealing, and exchanging vehicles as defined by § 4517.01 of the Ohio Revised Code, and at all relevant times was a merchant, supplier, and authorized representative of Defendant.

25. On or about July 19, 2018, Plaintiff took possession of the above mentioned Vehicle and experienced nonconformities as defined by § 1345.71 *et seq.*, which severely and substantially impair the use, value, and safety of the Vehicle, and this was unfair, deceptive, and unconscionable to Plaintiff.

26. Defendant through its authorized dealer failed to provide written notification that the Vehicle was covered by the Ohio Lemon Law as required by § 1345.74(A).

27. Defendant through its authorized dealers failed to provide a fully itemized written statement each time the vehicle was serviced or repaired indicating all work performed on the Vehicle, including, but not limited to, parts and labor, in violation of § 1345.74(B).

28. The Vehicle's nonconformities do not conform to and violate the express written warranties issued to Plaintiff by Defendant.

29. Sections 1345.72(A) and (B) of the Ohio Lemon Law provide:

> (A) If a new motor vehicle does not conform to any applicable express warranty and the consumer reports the nonconformity to the manufacturer, its agent, or its authorized dealer during the period of one year following the date of original delivery or during the first eighteen thousand miles of operation, whichever is earlier, the manufacturer,

its agent, or its authorized dealer shall make any repairs as are necessary to conform the vehicle to such express warranty, notwithstanding the fact that the repairs are made after the expiration of the appropriate time period.

(B) If the manufacturer, its agent, or its authorized dealer is unable to conform the motor vehicle to any applicable express warranty by repairing or correcting any nonconformity after a reasonable number of repair attempts, the manufacturer, at the consumer's option and subject to division (D) of this section, either shall replace the motor vehicle with a new motor vehicle acceptable to the consumer or shall accept return of the vehicle from the consumer and refund each of the following:

(1)The full purchase price;

(2)All incidental damages, including, but not limited to, any fees charged by the lender or lessor for making or canceling the loan or lease, and any expenses incurred by the consumer as a result of the nonconformity, such as charges for towing, vehicle rental, meals, and lodging.

30. Section 1345.73 of the Ohio Lemon Law provides a presumption of a reasonable number of repair attempts if, during the period of one year following the original delivery or during the first eighteen thousand miles of operation, whichever is earlier, any of the following apply:

(1) Substantially the same nonconformity has been subject to repair three or more times and either continues to exist or recurs;
(2) The vehicle is out of service by reason of repair for a cumulative total of thirty or more calendar days;
(3) There have been eight or more attempts to repair any nonconformity;
(4) There has been at least one attempt to repair a nonconformity that results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, and the nonconformity either continues to exist or recurs.

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

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

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

34. Plaintiff avers that the Ohio Lemon Law statute contains no prohibition on claims for vehicles having less than three (3) repair attempts by the manufacturer or factory branch, or its agents or authorized dealers.

35. Plaintiff avers that the Ohio Lemon Law statute contains no prohibition on claims for vehicles out of service by reason of repairs for a cumulative total of less than thirty (30) days during the warranty period.

36. Plaintiff avers that the Ohio Lemon Law statute does contain a provision that a rebuttable presumption exists when there have been either three (3) repair attempts for substantially the same nonconformity or thirty (30) days out of service, or eight (8) or more repair attempts to repair any conconformity, but section § 1345.73 is not a pre-requisite to a claim under the statute.

37. Plaintiff avers that what constitutes a "reasonable number of repair attempts" is an issue that is properly determined by a trier of fact.

38. Plaintiff avers that upon presentation to a trier of fact, the facts and circumstances will demonstrate a reasonable opportunity to repair and reasonable number of repair attempts sufficient to support relief under the Lemon Law.

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

40. Plaintiff avers that the defects and malfunctions in the Vehicle were covered under Defendant's warranties, Defendant failed to effectively repair the Vehicle, and as such Defendant has severely and substantially impaired the use, value, and safety of the Vehicle, and same was unfair, deceptive, and unconscionable to Plaintiff.

41. Plaintiff avers that Defendant breached its warranties and representations with respect to the Vehicle, and this was unfair, deceptive, and unconsionable to Plaintiff.

42. Plaintiff avers that Defendant and its authorized dealers had notice of the breaches of express and implied warranties and the defective condition of the Vehicle within a reasonable time.

43. Defendant's failure to timely repair the Vehicle's defects has caused Plaintiff to lose confidence in the reliability of the Vehicle, and in Defendant's ability to repair the defects, and this was unfair, deceptive, and unconsionable to Plaintiff.

44. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of the Ohio Lemon Law.

45. Plaintiff provided Defendant and its authorized dealers with a reasonable number of opportunities and amount of time to repair the Vehicle, but they have each neglected, failed, refused, or otherwise been unable to do so within a reasonable number of attempts or amount of time, and this was unfair, deceptive, and unconsionable to Plaintiff.

46. Plaintiff has and will continue to suffer actual, incidental, and consequntial damages as a direct and proximate result of the failure of Defendant and its authorized representatives to comply with the provisions of the Lemon Law, repair or replace the Vehicle, or refund its price.

47. Pursuant to § 1345.71 *et seq.* Plaintiff seeks relief for losses due to the Vehicle's nonconformities and defects, including the award of reasonable attorneys' fees and all court costs.

48. Plaintiff has performed all conditions precedent to private enforecement of the Ohio Lemon Law.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for statutory and other damages, remedies and relief as deemed proper and lawful by the Court, or alternatively in an amount equal to the price of the subject Vehicle, plus all collateral charges, attorneys' fees, and court costs, or in the alternative repurchase or replacement of the subject Vehicle plus all

collateral charges, attorneys' fees, court costs, and other compensation to Plaintiff as appropriate under the Ohio Lemon Law.

## COUNT II
## MAGNUSON-MOSS WARRANTY IMPROVEMENT ACT

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

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

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

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

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

54. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law incuding but not limited to implied warranties of merchantability and fitness for a particular purpose; implied warranties in tort of merchantability and fitness for a particular purpose; and implied warranties for fitness for the ordinary purpose for which it was intended and for the particular purpose for which it is used by Plaintiff per 15 U.S.C. §§ 2301(7) and 2308. Said warranties are imposed on all transactions in the state in which the Vehicle was delivered.

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

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

> If a consumer finally prevails in any action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of cost and expenses (including attorneys' fees based on actual time expended) determined by the court to have been reasonably incurred by the plaintiff for or in connection with the commencement and prosecution of such

action, unless the court in its discretion shall determine that such an award of attorneys' fees would be inappropriate.

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

58. As a direct and proximate result of Defendant's breach and failure to comply with the express written and/or implied warranties, Plaintiff has suffered and incurred damages and, in accordance with 15 U.S.C. § 2310(d)(1) and state law, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief and hereby does so through this Complaint.

59. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties, breach of implied warranties, breach of implied warranty of merchantability, breach of implied warranty of fitness for a particular purpose.

60. Defendant has breached its express and implied warranties without legal excuse, and this was unfair, deceptive, and unconsionable to Plaintiff.

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

62. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the Vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

63. Plaintiff avers Defendant's Dispute Resolution Program was not and is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted and for the model year of the subject Vehicle.

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

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

66. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

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

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for statutory and other damages, remedies and relief as deemed proper and lawful by the Court, or alternatively recission and damages under the Magnuson Moss Warranty Improvement Act and the Ohio Commercial Code to include attorneys' fees and court costs, or alternatively an amount equal to the price of the subject Vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

## COUNT III
## OHIO CONSUMER SALES PRACTICES ACT

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

69. Plaintiff is a "Consumer" as defined by § 1345.01(D) of the Ohio Consumer Sales Practices Act (Ohio Revised Code § 1345.01 *et seq.*)

70. Defendant is a "Supplier" as defined by § 1345.01(C).

71. The sale and servicing of the Vehicle was a "Consumer transaction" as defined by § 1345.01(A).

72. Defendant committed unfair, deceptive, and unconscionable acts in connection with the sale and servicing of the Vehicle, including those defined by §§ 1345.02 and 1345.03, in the ways referenced above, below and herein.

73. Section 1345.02(A) of the Ohio Consumer Sales Practices Act prohibits unfair or deceptive acts or practices, and without limiting this scope, § 1345.02(B) defines the following representations as deceptive:

(1) That the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits that it does not have;
(2) That the subject of a consumer transaction is of a particular standard, quality, grade, style, prescription, or model, if it is not;
(3) That the subject of a consumer transaction is new, or unused, if it is not;
(4) That the subject of a consumer transaction is available to the consumer for a reason that does not exist;
(5) That the subject of a consumer transaction has been supplied in accordance with a previous representation, if it has not, ...
(6) That the subject of a consumer transaction will be supplied in greater quantity than the supplier intends;
(7) That replacement or repair is needed, if it is not;
(8) That a specific price advantage exists, if it does not;
(9) That the supplier has a sponsorship, approval, or affiliation that the supplier does not have;
(10) That a consumer transaction involves or does not involve a warranty, a disclaimer of warranties or other rights, remedies, or obligations if the representation is false.

74. Section 1345.03(A) of the Ohio Consumer Sales Practices Act prohibits unconscionable acts or practices, and § 1345.03(B) provides that the following circumstances shall be taken into consideration:

(1) Whether the supplier has knowingly taken advantage of the inability of the consumer reasonably to protect the consumer's interests because of the consumer's physical or mental infirmities, ignorance, illiteracy, or inability to understand the language of an agreement;
(2) Whether the supplier knew at the time the consumer transaction was entered into that the price was substantially in excess of the price at which similar property or services were readily obtainable in similar consumer transactions by like consumers;
(3) Whether the supplier knew at the time the consumer transaction was entered into of the inability of the consumer to receive a substantial benefit from the subject of the consumer transaction;
(4) Whether the supplier knew at the time the consumer transaction was entered into that there was no reasonable probability of payment of the obligation in full by the consumer;
(5) Whether the supplier required the consumer to enter into a consumer transaction on terms the supplier knew were substantially one-sided in favor of the supplier;
(6) Whether the supplier knowingly made a misleading statement of opinion on which the consumer was likely to rely to the consumer's detriment;

(7) Whether the supplier has, without justification, refused to make a refund in cash or by check for a returned item that was purchased with cash or by check, unless the supplier had conspicuously posted in the establishment at the time of the sale a sign stating the supplier's refund policy.

75. Plaintiff avers Defendant has violated these, as well as other provisions, of §§ 1345.02 and 1345.03.

76. Defendant's conduct surrounding the sale and servicing of the Vehicle falls within the aforementioned definitions of unfair, deceptive, and unconscionable acts or practices.

77. As a result of Defendant's conduct, Plaintiff has suffered actual damages.

78. Defendant breached and failed to honor its express and implied warranties to Plaintiff, had a legal obligation to Plaintiff with no valid legal defense for not performing those obligations, but avoided and attempted to avoid these obligations. Defendant knew or should have known that these actions were unfair, deceptive, and unconscionable to Plainttiff, but did so anyway, and that was unfair, deceptive, and unconsionable to Plaintiff.

79. Defendant violated the Magnuson-Moss Warranty Improvement Act and knew, or should have known, that doing so would be unfair, deceptive, and unconscionable to Plainttiff, but did so anyway, and that was unfair, deceptive, and unconsionable to Plaintiff.

80. Defendant violated the Lemon Law and knew, or should have known, that doing so would be unfair, deceptive, and unconscionable to Plainttiff, but did so anyway, and that was unfair, deceptive, and unconsionable to Plaintiff.

81. Defendant committed unfair, deceptive, and consoncionable acts or practices in violation of the Ohio Consumer Sales Practices Act before, during, and after the consumer transactions involving the sales and servicing of Plaintiff's Vehicle.

82. The Ohio Consumer Sales Practices Act authorizes this Court to award treble damages. Ohio Revised Code § 1345.09(B).

WHEREFORE, Plaintiff respectfully demands judgment against Defendant as deemed proper and lawful by the Court, or alternatively in an amount equal to the price of the subject Vehicle,

plus all collateral charges, to be trebled, plus attorneys' fees, and court costs, or alternatively $200.00 statutory damages or three times actual damages, whichever is greater, plus attorneys' fees, and court costs, or alternatively recission under the Consumer Act plus attorneys' fees, and court costs.

## COUNT IV
## TORTIOUS BREACH OF WARRANTY

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

84. Defendant warranted the Vehicle at the time of distribution and sale.

85. Defendant knew that Plaintiff or other consumers would rely upon Defendant's warranties when deciding to purchase the Vehicle from Defendant's authorized dealerships.

86. Defendant knew that Plaintiff or other consumers were the intended beneficiaries of Defendant's warranties, and that if Defendant failed to comply with its warranties, the direct and proximate result of Defendant's failure would be damage and injury to Plaintiff.

87. At the time Defendant distributed the Vehicle, Defendant might reasonably have expected the Vehicle would be used in Ohio and Defendant regularly conducts or solicits business or engages in a persistent course of conduct in Ohio.

88. Defendant and its authorized warranty representatives failed to comply with Defendant's warranties that came with the Vehicle despite reasonable opportunities given by Plaintiff for Defendant to do so.

89. As a direct and proximate result, Defendant's warranties to Plaintiff regarding the Vehicle failed their essential purpose.

90. As a direct and proximate result, Plaintiff suffered actual damages for which Defendant is liable.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for damages, remedies, and relief as deemed proper and lawful by the Court, or alternatively in an amount

equal to the price of the subject Vehicle, plus all collateral charges, attorneys' fees, and court costs.

WHEREFORE, Plaintiff respectfully demands for each and every claim above expenses of suit and litigation, interest from the date the contract was consummated, an Order finding Plaintiff to have rescinded the transaction and/or to have revoked acceptance, reasonable attorneys' fees, plus all costs, and any and all other legal and equitable relief deemed necessary and just.

**JURY DEMAND**

Plaintiff demands a trial by jury on all claims and issues.

Repsectfully submitted,

[redacted]

# EXHIBIT A

Phone: (513) 385-1414

Deal No. 59408

Northgate Lincoln-Mercury, Inc. D.B.A.

# NORTHGATE FORD

## VEHICLE PURCHASE CONTRACT AND/OR DEPOSIT RECEIPT

[redacted]nnati, Ohio 45251

BO

Date 07/19/2018

Salesperson EDWARD WELSH

Order # [redacted]

[redacted]ase from Northgate Ford (Seller) the following:

VEHICLE

[redacted]EW ☐ DEMO ☒ RENTAL UNIT ☐ USED

[redacted]2018 Make FORD Stock No. [redacted]

[redacted]el Ecosport Body Type HB

[redacted]EE SMOKE [redacted]

[redacted]

| TRADE-IN (1) | | PURCHASE | |
|---|---|---|---|
| [redacted]Yr 2017 Make FORD | | Selling Price | 19499.00 |
| Model FOCUS | | Protection Package | N/A |
| Vin # 1FADP3M2XH[redacted] | | Added Equip. | N/A |
| Mileage 10,485 | | Doc Fee | 250.00 |
| Stock # [redacted] | | Ext Serv Agrmnt | N/A |
| TRADE-IN (2) | | | N/A |
| [redacted]Yr Make | | | N/A |
| Model | | | N/A |
| Vin # | | | N/A |
| Mileage | | SUB TOTAL | 19749.00 |
| Stock # | | Sales Tax | 507.43 |
| Combined Allowance | 12500.00 | New License ☐ | |
| | | Trans ☐ Temp ☐ | 18.50 |
| Deposit | | Title ☐ | 15.00 |
| Cash Due | N/A | | |
| | N/A | | |
| REBATES | 1000.00 | TOTAL CASH PRICE | 20289.93 |
| TOTAL CREDITS | 13500.00 | | ( 13500.00) |
| TRADE-IN BALANCE OWED TO FMCC | | TRADE-IN PAYOFF | 15828.50 |
| [redacted]SPOT DELIVERY [redacted]hat a Motor Vehicle C[redacted] Agreement and Modifi[redacted] Installmen[redacted] part of this | | BALANCE DUE | 22618.43 |

[redacted]and is accurate to the best of Seller's knowledge.

2) This written Vehicle Purchase Contract constitutes the final expression of our agreement. Any and all representations, promises, warranties or statements by Seller's agents or employees that differ in any way from this written agreement shall be null and void. This contract is not binding upon Seller until accepted by Seller in writing.

3) In the event Purchaser breaches this contract by failure to take delivery of the purchased vehicle, it is agreed that in lieu of proving damages, the Seller's liquidated damages shall be twenty percent (20%) of the Total Cash Price. The Seller shall have the right to apply any downpayment, deposit, or trade-in vehicle against such damages.

4) Purchaser warrants to Seller that Purchaser's trade-in vehicle does not have a "salvage", "flood", "lemon law buyback" or other type of branded title. Purchaser further warrants that the emission system on the trade-in vehicle is in proper operating condition and has not been modified in any manner. Seller reserves the right to reappraise or reduce the trade-in allowance if the trade-in value or condition has diminished between the time this contract was executed and Purchaser delivered the trade-in to Seller.

5) Seller acknowledges receipt of the above deposit and will hold this or a similar vehicle until 07/19/2018. Deposit is refundable only upon purchase of this or another vehicle from Seller.

6) None of the above Terms and Conditions shall be construed to limit Seller's legal remedies against [redacted]

[redacted]

— FOR OFFICE USE ONLY —

ACV. [redacted]

O. [redacted]

D.F.M. [redacted]

UNPAID BALANCE OF CASH PRICE DUE FROM

FORD MOTOR CREDIT CO

PO BOX 105704

ATLANTA, GA 30348

[redacted] purchaser initials DUE BILL is part of this contract

[redacted] purchaser initials HOLD CHECK agreement is part of this contract

ACCEPTED NORTHGATE FO[redacted]

by [redacted]

[redacted]FI

# EXHIBIT B

[redacted]

INVOICE

PAGE 1

**NORTHGATE FORD**
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 30766 NORMAN LACKEY

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4JC[redacted] | | | |

| DEL DATE | PROD DATE | WARR EXP | PROMISED | PO NO | RATE | PAYMENT | INV DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS<br>19JUL18 DD | 16JAN18 | | WAIT 12OCT18 | | 125.00 | CASH | 12OCT18 |

| R.O OPENED | READY | OPTIONS: |
|---|---|---|
| 13:11 12OCT18 | 13:50 12OCT18 | SOLD-STK:JC190252<br>ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| A | CHANGE ENGINE OIL AND Filter, top OFF ALL FLUID Levels, check EXTERIOR Lights, lube ALL SUSPENSION Points, door LOCKS,HINGES,LATCHES,CHECK TIRE WEAR AND SET PRESSURE SPECS,PERFORM VISUAL SAFTY INSPECTION. | | | | | | | |
| | LOF | | CHANGE ENGINE OIL AND Filter, top OFF ALL FLUID Levels, check EXTERIOR Lights, lube ALL SUSPENSION Points, door LOCKS,HINGES,LATCHES,CHECK TIRE WEAR AND SET PRESSURE SPECS,PERFORM VISUAL SAFTY INSPECTION. | | | | (N/C) |
| | 30482 | | FREE | 0.40 | | | | (N/C) |
| | 1 | FL*910*SB12 | FILTER ASY - OIL | | | | | (N/C) |
| | 5 | XO*5W20*BSP | MOTORCRAFT SAE 5W-20 API GF-5 | | | | | (N/C) |
| | 9484 | | PERFORMED OIL AND FILTER CHANGE, CHECKED AND REPLENISHED FLUIDS, SET TIRE PRESSURES. | | | | | |
| | | | ********** | | | | | |
| B | COMPLETE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD. | | | | | | | |
| | 99P | | COMPLETE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD. | | | | | |
| | 30482 | CPF | | 0.00 | | 0.00 | 0.00 | 0.00 |
| | 9484 | | PERFORM MULTI POINT INSPECTION | | | | | |
| | | | ********** | | | | | |

I acknowlege the accuracy of the description(s) of the problem and\or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN OR INITIAL: _____

CUSTOMER

ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)

| 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 |

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR INITIAL: _____

CUSTOMER

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

E-FILED 03/25/2021 12:49 PM / CONFIRMATION 1048575 / A 2101066 / COMMON PLEAS DIVISION / IFIJ

[redacted]

INVOICE

PAGE 1

**NORTHGATE FORD**
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 30766 NORMAN LACKEY

| VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|
| MAJ3P1TE4JC[redacted] | | 14656/14656 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO [redacted] | GATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| EE SMOKE M 18 FORD Ecosport | | | | | | | |
| 19JUL18 IS | | | | | | | |
| 19JUL18 DD | 16JAN18 | | 16:45 05FEB19 | | 125.00 | CASH | 05FEB19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252 |
|---|---|---|
| | | ENG:99E 1.0L ECOBOOST ENGINE |
| 12:48 04FEB19 | 14:54 05FEB19 | TRN:447 6-SPD AUTO TRANS W/SLCTSHFT |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| A | CUSTOMER STATES GRINDING NOISE COMING FROM BRAKES HAPPENS NORMALLY IN THE MORNING AND WHEN COMING FROM A STOP | | | | | | | |
| | S S | | | | | | | |
| | | | | | 566 BARRETT,GARY LIC#: 2584 | | | |
| | | | | | ISERV 0.70 | | | (N/C) |
| | 14656 RD. TEST, VERIFIED GRINDING/MOANING NOISE ON 1ST. FEW BRAKE APPLICATIONS THEN GOES AWAY, PERFORMED 4 WHEEL BRAKE INSPECTION, FRONT PADS AT 10MM, REAR AT 8MM, ROTORS CLEAN, NO BRAKE PULSATION FELT, RUN OASIS, NPF FOR SYMPTOM, DETERMINED NORMAL CHARACTERISTICS DUE TO TEMPERATURE OF BRAKES AND MOISTURE CONDITIONS, AND ONLY OCCURS AFTER COLD SOAK CONDITION. RELEASED CAR. | | | | | | | |
| | ********** | | | | | | | |
| B | MULTI POINT INSPECTION | | | | | | | |
| | 99P DEFAULT | | | | | | | |
| | | | | | 566 BARRETT,GARY LIC#: 2584 | | | |
| | | | | | ISERV 20.00 | | | (N/C) |
| | 14656 PERFORM MULTI POINT INSPECTION | | | | | | | |
| | ********** | | | | | | | |
| C | RENTAL CAR | | | | | | | |
| | RENTAL RENTAL CAR | | | | | | | |
| | | | | | 566 BARRETT,GARY LIC#: 2584 | | | |
| | | | | | ISERV 0.00 | | | (N/C) |
| | ********** | | | | | | | |

BDC APPT CREATED 2019-02-01 11:24:00AM TAKEN BY ANNA FISH

I acknowlege the accuracy of the description(s) of the problem and\or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN OR INITIAL: _____

CUSTOMER

| 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 |

**ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)**

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR _____ INITIAL:

CUSTOMER

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

[redacted]

INVOICE

PAGE 1

**NORTHGATE FORD**
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 31528 MEGAN CORNELIUS

| | | | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4JC[redacted] | | 16883/16883 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS<br>19JUL18 DD | 16JAN18 | | WAIT 21MAR19 | | 125.00 | CASH | 21MAR19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252<br>ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT |
|---|---|---|
| 13:03 21MAR19 | 13:56 21MAR19 | |

| LINE OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|
| A FREE OIL CHANGE UNDER FREE OIL CHANGE PROGRAM--- PER ED WELSH | | | | | | |
| S10FREE FREE OIL CHANGE UNDER FREE OIL CHANGE PROGRAM | | | | | | |
| 30482IFREE | | | 0.40 | | | (N/C) |
| 1 FL*910*SB12 FILTER ASY - OIL | | | | | | (N/C) |
| 6 XO*5W20*BSP MOTORCRAFT SAE 5W-20 API GF-5 | | | | | | (N/C) |
| 16883 PERFORMED OIL AND FILTER CHANGE CHECKED AND REPLENISHED FLUIDS SET TIRE PRESSURES | | | | | | |
| ********** | | | | | | |
| B CHECK TIRES. SEE IF THEY NEED TO BE ROTATED. PLEASE ROTATE IF NEED BE. | | | | | | |
| S S | | | | | | |
| 30482 CPF | | | 0.00 | 0.00 | 0.00 | |
| ********** | | | | | | |
| C COMPLETE EXPRESS SERVICE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD | | | | | | |
| 99PX COMPLETE EXPRESS SERVICE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD | | | | | | |
| 30482ISERV | | | 0.00 | | | (N/C) |
| 16883 PERFORM MULTI POINT INSPECTION | | | | | | |
| ********** | | | | | | |

I acknowlege the accuracy of the description(s) of the problem and\or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN OR INITIAL: _____

CUSTOMER

ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)

| 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 |

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR INITIAL: _____

CUSTOMER

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

[redacted]

INVOICE

PAGE 1

**NORTHGATE FORD**
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 31225 BRANDON VOEGELI

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4JC[redacted] | | 35402/35402 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS<br>19JUL18 DL | 16JAN18 | | 16:00 06MAR20 | | 125.00 | CASH | 06MAR20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252<br>ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT |
|---|---|---|
| 10:27 06MAR20 | 16:45 06MAR20 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| A | COMPLIMENTARY BRAKE INSPECTION | | | | | | |
| | SS | S | | | | | |
| 1 | 31759 | | TSERV | 0.00 | | | (N/C) |

**********

I acknowlege the accuracy of the description(s) of the problem and\or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN OR INITIAL: [redacted]

BUILT Ford TOUGH

CUSTOMER

| 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 |

ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR INITIAL: _____

CUSTOMER

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

[redacted]

INVOICE

PAGE 1

NORTHGATE FORD
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 32004 CATHLYN MURPHY

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4JC[redacted] | | 39985/39985 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS<br>19JUL18 DL | 16JAN18 | | WAIT 09JUN20 | | 125.00 | CASH | 09JUN20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252<br>ENG:99E_1.0L_ECOBOOST_ENGINE<br>TRN:447_6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 14:17 09JUN20 | 15:07 09JUN20 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| A | THE WORKS -OIL CHANGE ,TIRE ROTATION MULTI-POINT INPSECTION $49.95 up to 5 qts oil. additional oil may be required based on model | | | | | | |
| | WRKS THE WORKS -OIL CHANGE ,TIRE ROTATION MULTI-POINT INPSECTION $49.95 up to 5 qts oil, additional oil may be required based on model | | | | | | |
| | 627 CPM 0.80 | | | | | 29.17 | 29.17 |
| | 1 FL*910S* KIT - ELEMENT & GASKET - OIL F | | | | 6.82 | 6.82 | 6.82 |
| | 5 XO*5W20*BSP MOTORCRAFT SAE 5W-20 API GF-5 | | | | 3.80 | 3.16 | 15.80 |
| | 39985 OIL CHANGE, BRAKE INSPECTION, BELTS AND HOSES-CHECK, FILTER CHECK, TIRE ROTATION, BATTERY TEST, FLUID TOP OFF, MULTI POINT INSPECTION | | | | | | |
| | ********** | | | | | | |
| B | COMPLETE EXPRESS SERVICE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD. | | | | | | |
| | 99PX COMPLETE EXPRESS SERVICE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD. | | | | | | |
| | 627ISERV 0.00 | | | | | | (N/C) |
| | GBATT BATTERY CHECKED AND OK | | | | | | |
| | 627ISERV 0.00 | | | | | | (N/C) |
| | GBK CHECKED BRAKES AND OK | | | | | | |
| | 627ISERV 0.00 | | | | | | (N/C) |
| | YTIRE TIRE TREAD DEPTH - 4/32 TO 6/32 | | | | | | |
| | 627ISERV 0.00 | | | | | | (N/C) |
| | 39985 PERFORM MULTI POINT INSPECTION | | | | | | |
| | ********** | | | | | | |
| | ** C/S THERE IS A LOUD, TRAIN LIKE NOISE ON DRIVERS SIDE OF VEHICLE WHILE DRIVING AND SUSPECTS IT'S THE BRAKES. PLEASE DO A VISUAL INSPECTION OF BRAKES AND ADVISE. | | | | | | |
| | SS C/S THERE IS A LOUD, TRAIN LIKE NOISE ON DRIVERS SIDE OF VEHICLE WHILE DRIVING AND SUSPECTS IT'S THE BRAKES. PLEASE DO A VISUAL INSPECTION OF BRAKES AND ADVISE. | | | | | | |
| | 627 CPF 0.00 | | | | | 0.00 | 0.00 |

ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)

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

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR _____ INITIAL:

CUSTOMER

pyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

INVOICE

PAGE 2

**NORTHGATE FORD**
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 32004 CATHLYN MURPHY

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4JC[redacted] | | 39985/39985 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS<br>19JUL18 DD | 16JAN18 | | WAIT 09JUN20 | | 125.00 | CASH | 09JUN20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252<br>ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT |
|---|---|---|
| 14:17 09JUN20 | 15:07 09JUN20 | |

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

EST: 51.41 09JUN20 14:17 SA: 32004
CONTACT:
**********

EST: 49.95 09JUN20 14:17 SA: 32004
CONTACT:
**********

I acknowlege the accuracy of the description(s) of the problem and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN OR INITIAL:

CUSTOMER COPY

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 29.17 |
| PARTS AMOUNT | 22.62 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 1.46 |
| TOTAL CHARGES | 53.25 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 3.72 |
| PLEASE PAY THIS AMOUNT | 56.97 |

ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR INITIAL:

CUSTOMER

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

**Quick Lane**

May contribute to vehicle efficiency and promote a greener environment

Check and OK at this time | May require future attention | Requires immediate attention

## CUSTOMER IN

Year/Make/Model: 2018 FORD Ecosport Plate#: _____

Odometer: 39985 Inspect. Month: _____

Owner Advantage Rewards®#: _____ Service Balance: _____

Extended Service Plan: YES ☐ NO ☐ FordPass Member? YES ☐ NO ☐

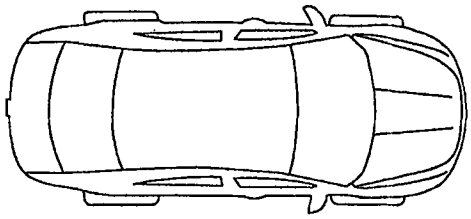
## SCHEDULED MAINTENANCE

| Serviced | DUE | Serviced | DUE |
|---|---|---|---|
| ☐ | THE WORKS | ☐ | Engine Air Filter |
| ☐ | Oil Change & Filter | ☐ | Engine Coolant |
| ☐ | Tire Rotation | ☐ | Transmission Fluid &/or Filter |
| ☑ | Multi-Point Inspection | ☐ | Cabin Air Filter ✓N/A |
| ☐ | Fuel Filter ✓N/A | ☐ | Spark Plugs |

☐ _____ K Scheduled Maintenance

This is only a partial list maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit FordOwner.com for vehicle specific maintenance requirements. N/A is circled if certain part is not applicable.

## EXTERIOR BOD



Note any exterior body damage or defects on diagram

## FLUIDS

| OK | FILL | | OK | FILL | | OK | FILL | |
|---|---|---|---|---|---|---|---|---|
| ☑ | ☐ | Engine Oil | ☐ | ☐ | Power Steering | ☐ | ☐ | Transmission (if equipped with dipstick) |
| ☐ | ☐ | Brake Reservoir | ☐ | ☐ | Window Washer | ☐ | ☐ | Coolant Recovery Reservoir |

## LIGHTS/HORN/WIPERS

| Serviced | | Serviced | | Serviced | |
|---|---|---|---|---|---|
| ☐ | Horn | ☐ | Front Wipers | ☐ | Rear Wipers (if equipped) |
| ☐ | Windshield | ☐ | Front Lighting (Headlights, Parking Lights, Turn Signals, Fog Lights, 4-Way Flasher) | | |
| ☐ | Rear Lighting - 4-Way Flasher, Taillights, Stop Lights, Plate Lights | | | | |

## UNDER HOOD

| Serviced | Battery State of Health (0% – 100%) | Battery Condition |
|---|---|---|
| ☐ | Factory spec cold cranking amps _____ | Actual cold cranking amps _____ |
| ☐ | Cooling System - Hoses and Piping | |
| ☐ | Engine Air Filter | |
| ☐ | Engine Drive Belt(s) | |
| ☐ | Cabin Air Filter ✓N/A | |

## TIRES

| Serviced | Tire Tread Depth: 7/32" or Greater / Over 5mm | 6/32" to 4/32" / 5mm to 3mm | 3/32" or Less / Less than 3mm | | | | |
|---|---|---|---|---|---|---|---|
| ☐ | Left Front Tire Condition | Size: | Tread Depth: 7 | Tire PSI: | Age: | * |
| ☐ | Right Front Tire Condition | Size: | Tread Depth: 7 | Tire PSI: | Age: | * |
| ☐ | Left Rear Tire Condition | Size: | Tread Depth: 4 | Tire PSI: | Age: | * |
| ☐ | Right Rear Tire Condition | Size: | Tread Depth: 4 | Tire PSI: | Age: | * |
| ☐ | Full Size/Temp Spare Tire Condition | Size: | Tread Depth: | Tire PSI: | Age: | * |

Spare Not Inspected ☑ No Spare Tire ☐ *Tires should be replaced after 6 years regardless of tread wear.

## BRAKES

| Serviced | Brake Lining: Over 5 mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum) | 4 mm to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm or 2/32" to 3/32" (Drum) | 3mm or less or 4/32" (Disc) or 1mm or 2/32" or less (Drum) | | | | |
|---|---|---|---|---|---|---|---|
| ☐ | Left Front Brake | Pad Thickness: | | Rotor Actual: | Rotor Minimum Spec: | ☐ |
| ☐ | Right Front Brake | Pad Thickness: | | Rotor Actual: | Rotor Minimum Spec: | ☐ |
| ☐ | Left Rear Brake | Pad/Shoe Thickness: | 8 | Rotor/Drum Actual: | Rotor/Drum Minimum Spec: | ☐ |
| ☐ | Right Rear Brake | Pad/Shoe Thickness: | 8 | Rotor/Drum Actual: | Rotor/DrumMinimum Spec: | ☐ |

NOT INSPECTED

## UNDERCARRIAGE

| | | |
|---|---|---|
| ☐ | Left Front suspension, struts, steering linkage, brake lines/hoses | Notes: |
| ☐ | Right Front suspension, struts, steering linkage, brake lines/hoses | Notes: |
| ☐ | Left Rear suspension, shocks/struts, linkage, brake lines/hoses | Notes: |
| ☐ | Right Rear suspension, shocks/struts, linkage, brake lines/hoses | Notes: |
| ☐ | Exhaust System | Notes: |
| ☐ | Drivetrain | Notes: |

Brakes:
6/22/2020
1pm
#125.00
diag.

## Additional Technician Com

Advisor: Lyn Murphy

Technician: , Doug Martin,...

Customer Signature: _____

Technician: _____

FordOwner.com all your vehicle needs

Ford Service is a registered trademark of Ford Motor Company

Copyright 2018 Ford Motor Company, All Rights Reserved.

FORDSERVICEVCU

Version 1.2

[redacted]

[redacted]

*INVOICE*

DUPLICATE 3
PAGE 1

**NORTHGATE FORD**
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 31794 CODY STOEPPEL

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4[redacted] | | 40509/40509 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS<br>19JUL18 DD | 16JAN18 | | 17:00 07AUG20 | | 125.00 | CASH | 07AUG20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252<br>ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT |
|---|---|---|
| 16:10 24JUN20 | 14:32 07AUG20 | |

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

A C/S WHILE GOING UPHILL, VEHICLE STARTED MAKING A KNOCKING NOISE AND ENGINE LOW OIL PRESSURE MESSAGE CAME UP ON DASH. VEHICLE DIED AND WILL CRANK BUT NOT START. PLEASE CHECK AND ADVISE.

CAUSE: .

SS C/S WHILE GOING UPHILL, VEHICLE STARTED MAKING A KNOCKING NOISE AND ENGINE LOW OIL PRESSURE MESSAGE CAME UP ON DASH. VEHICLE DIED AND WILL CRANK BUT NOT START. PLEASE CHECK AND ADVISE.

| | | | | | | |
|---|---|---|---|---|---|---|
| | 31697 | WF40 | 8.80 | | | (N/C) |
| 3 | SP*538*A | SPARK PLUG | | | | (N/C) |
| 1 | G1FZ*6006*A | SERVICE ENGINE ASY | | | | (N/C) |
| 6 | F1FZ*6379*A | BOLT - HEX HEAD | | | | (N/C) |
| 3 | CM5Z*9439*A | GASKET - INTAKE MANIFOLD | | | | (N/C) |
| 1 | CM5Z*9229*A | KIT - "O" RING | | | | (N/C) |
| 1 | F1FZ*9N454*G | HEAT SHIELD | | | | (N/C) |
| 8 | *W715309*S300 | STUD | | | | (N/C) |
| 8 | *W716271*S437 | NUT | | | | (N/C) |
| 1 | CM5Z*9450*A | GASKET | | | | (N/C) |
| 1 | CM5Z*6K679*B | PIPE - OIL FEED | | | | (N/C) |
| 1 | 4R8Z*6N652*A | GASKET | | | | (N/C) |
| 1 | BE8Z*9278*A | SWITCH ASY - OIL PRESSURE | | | | (N/C) |
| 1 | BM5Z*2A572*A | GASKET - VACUUM PUMP | | | | (N/C) |
| 1 | CM5Z*8255*A | GASKET | | | | (N/C) |
| 1 | *W715775*S300 | RING | | | | (N/C) |
| 4 | *W715618*S437 | NUT | | | | (N/C) |
| 2 | CM5Z*6C535*A | SEAL - VALVE | | | | (N/C) |
| 1 | CM5Z*8575*D | THERMOSTAT ASY | | | | (N/C) |
| 2 | VC*13DL*G | ANTI-FREEZE | | | | (N/C) |

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
31697

CUSTOMER

40509 engine shut down from low oil psi scaned for codes , no codes

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

ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR _____ INITIAL:

CUSTOMER

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

*INVOICE*

DUPLICATE 3
PAGE 2

**NORTHGATE FORD**
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 31794 CODY STOEPPEL

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| E SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4JC[redacted] | | 40509/40509 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 9JUL18 IS | | | | | | | |
| 9JUL18 DD | 16JAN18 | | 17:00 07AUG20 | | 125.00 | CASH | 07AUG20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252<br>ENG:99E_1.0L_ECOBOOST_ENGINE<br>TRN:447_6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 6:10 24JUN20 | 14:32 07AUG20 | |

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

, tested ignition system all ok , performed cylinder psi test #3 was 130, #2 was 195, #1 was 190,tried to star off starting fluid and never tried to fire , checked for broke cam and found ok , found that it was out of time and intake valves not opening, replaced long block and plugs , refilled coolant system and all other fluids, test drove ,

**********

RENTAL VEHICLE $30.00 PER DAY. I UNDERSTAND THE THE DAILY FEE AND AGREE TO PAY THE CHARGES UPON MY RETURN.CUSTOMER SIGNATURE _____ DATE _____

AUSE: .

RENTAL Rental Vehicle $30.00 Per Day. I Understand the The Daily Fee And Agree To Pay The Charges Upon My Return.Customer Signature
Date

999 WDRC 0.00 (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
[redacted]

**********

COMPLETE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD.

99P COMPLETE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD.

31697 CPF 0.00 0.00 0.00

40509 PERFORM MULTI POINT INSPECTION

**********

** Rental Vehicle $30.00 Per Day. I Understand the The Daily Fee And Agree To Pay The Charges Upon My Return.Customer Signature
Date

RENTAL Rental Vehicle $30.00 Per Day. I Understand the The Daily Fee And Agree To Pay The Charges Upon My Return.Customer Signature

hank you for choosing Northgate Ford. I acknowledge the ccuracy of the description of the problem(s) and/or ymptom(s) experienced as stated on this repair order.

USTOMER SIGN _____ OR INITIAL: _____

ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)

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

CUSTOMER

ght 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

[redacted]

*INVOICE*

DUPLICATE 3
PAGE 3

**NORTHGATE FORD**
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 31794 CODY STOEPPEL

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4JC[redacted] | | 40509/40509 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS | | | | | | | |
| 19JUL18 DD | 16JAN18 | | 17:00 07AUG20 | | 125.00 | CASH | 07AUG20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252<br>ENG:99E_1.0L_ECOBOOST_ENGINE<br>TRN:447_6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 16:10 24JUN20 | 14:32 07AUG20 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| Date | | | | | | | |
| | 999 | CDRC | | 0.00 | | 0.00 | 0.00 |

**********

EST: 131.25 24JUN20 16:10 SA: 31794
CONTACT:
**********

I acknowlege the accuracy of the description(s) of the problem and\or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN OR INITIAL: _____

BOUGHT

TOUGH

CUSTOMER

ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)

| 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 |

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR INITIAL: _____

CUSTOMER

copyright 2014 COX Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

ROBERT M. SILVERMAN[+*-]
CRAIG THOR KIMMEL[+-^]

[+] Member, PA Bar
[*] Member, NJ Bar
[x] Member, DE Bar
[-] Member, NY Bar
[^] Member, MA Bar
[#] Member, MD Bar
[♠] Member, OH Bar
[□] Member, NH Bar
[±] Member, CT Bar
[«] Member, TN Bar
[µ] Member, WY Bar
[¥] Member, DC Bar
[€] Member, CA Bar
[°] Member, WI Bar
[§] Member FL Bar
[â] Member, AZ Bar
[»] Member, TX Bar
[$] Member, MI Bar
[£] Member, WV Bar

# KIMMEL & SILVERMAN P.C.

1-800-LEMON LAW
www.lemonlaw.com

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

**WESTERN PA OFFICE**, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
**NEW JERSEY OFFICE**, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344
**DELAWARE OFFICE**, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
**NEW YORK OFFICE**, 1001 Avenue of the Americas, 11th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515
**BUFFALO, NY OFFICE**, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
**CALIFORNIA OFFICE**, 388 Market Street, Suite 1300, San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817
**OHIO OFFICE**, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817
**BUCKS COUNTY OFFICE**, Box 400, 400 South Main Street, 1st Floor, New Hope, PA 18938, P (267) 468-7669. F (215) 540-8817
**PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE**

JACQUELINE C. HERRITT[+*µ£,○^♠]
ROBERT A. RAPKIN[+]
ANGELA K. TROCCOLI[+□±]
AMY L. BENNECOFF GINSBURG[+«#µ€$â»]
W. CHRISTOPHER COMPONOVO[x#¥£]
JASON L. GRESHES [+*-]
CHAD P. DOMAN[+£]
JACOB U. GINSBURG[+$]
SHAWN BACHMAN[+*]

August 10, 2020

VIA EMAIL ONLY
ogcclaim@ford.com

Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, MI 48126

Re: [redacted] **v. Ford Motor Company**
Vehicle: 2018 Ford Ecosport
Date of Purchase: 10/20/2018
Place of Purchase: Northgate Ford - Cincinnati, OH
VIN: MAJ3P1TE4JC[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above individual against Ford Motor Company pursuant to the OH Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

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

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

[redacted]

Jacqueline C. Herritt
KIMMEL & SILVERMAN, PC

[redacted]

Northgate Lincoln-Mercury, Inc. D.B.A.

# NORTHGATE FORD

## VEHICLE PURCHASE CONTRACT AND/OR DEPOSIT RECEIPT

8940 Colerain Avenue - Cincinnati, Ohio 45251

80

Date 07/19/2018

Salesperson EDWARD WELSH

Order #

[redacted] to purchase from Northgate Ford (Seller) the following:

VEHICLE

☐ NEW ☐ DEMO ☒ RENTAL UNIT ☐ USED

Yr. 2018 Make FORD Stock No. JC190252

Model Ecosport Body Type HB

Color EE SMOKE METALLIC Top Trim

V.I.N. MAJ3P1TE4JC[redacted]

[redacted]

| TRADE-IN (1) | | PURCHASE | |
|---|---|---|---|
| Yr 2017 Make FORD | | Selling Price | 19499.00 |
| Model FOCUS | | Protection Package | N/A |
| Vin # 1FADP3M2XHL[redacted] | | Added Equip. | N/A |
| Mileage 10,485 | | Doc Fee | 250.00 |
| Stock # HL340220 | | Ext Serv Agrmnt | N/A |
| TRADE-IN (2) | | | N/A |
| Yr Make | | | N/A |
| Model | | | N/A |
| Vin # | | SUB TOTAL | N/A |
| Mileage | | | 19749.00 |
| Stock # | | Sales Tax | 507.43 |
| Combined Allowance | 12500.00 | New License ☐ | |
| | | Trans ☐ Temp ☐ | 18.50 |
| Deposit | | Title ☐ | 15.00 |
| Cash Due | N/A | | |
| | N/A | | |
| REBATES | 1000.00 | TOTAL CASH PRICE | 20289.93 |
| TOTAL CREDITS | 13500.00 | | ( 13500.00) |
| TRADE-IN BALANCE OWED TO FMCC | | TRADE-IN PAYOFF | 15828.50 |

PT SPOT DELIVERY Purchaser agrees

1) The odometer of the purchased vehicle currently reads 3944 miles and is accurate to the best of Seller's knowledge.

2) This written Vehicle Purchase Contract constitutes the final expression of our agreement. Any and all representations, promises, warranties or statements by Seller's agents or employees that differ in any way from this written agreement shall be null and void. This contract is not binding upon Seller until accepted by Seller in writing.

3) In the event Purchaser breaches this contract by failure to take delivery of the purchased vehicle, it is agreed that in lieu of proving damages, the Seller's liquidated damages shall be twenty percent (20%) of the Total Cash Price. The Seller shall have the right to apply any downpayment, deposit, or trade-in vehicle against such damages.

4) Purchaser warrants to Seller that Purchaser's trade-in vehicle does not have a "salvage", "flood", "lemon law buyback" or other type of branded title. Purchaser further warrants that the emission system on the trade-in vehicle is in proper operating condition and has not been modified in any manner. Seller reserves the right to reappraise or reduce the trade-in allowance if the trade-in value or condition has diminished between the time this contract was executed and Purchaser delivered the trade-in to Seller.

5) Seller acknowledges receipt of the above deposit and will hold this or a similar vehicle until 07/19/2018. Deposit is refundable only upon purchase of this or another vehicle from Seller.

6) None of the above Terms and Conditions shall be construed to limit Seller's legal remedies against Purchaser. This contract shall be [redacted]

[redacted]

46600*1*NFLM-FI

# STATE OF OHIO - BUREAU OF MOTOR VEHICLES
# CERTIFICATE OF REGISTRATION

[redacted]

PLATE NO.: [redacted] REG. DATE: 11/25/2019 EXP. DATE: 11/25/2020 ISSUE DATE: 11/18/2019 APP NO.:
VALIDATION NO.: AGENCY:
OWNER NAME: VEHICLE OWNERSHIP: SINGLE USER ID:
OLD APP NO:
OWNER ADDR.: OLD PLATE:
CITY:
STATE
TAX DISTRICT:
COUNTY:
INSIDE CORP L:
VEHICLE YEAR:
BODY TYPE:

CERTIFICATE T:
VEH. SERIAL NO:
PURCHASE DATE: 07/19/2018

VEHICLE CLASS: PASSENGER
ODOMETER READING: 3,944
MAKE: FORD

PLATE TYPE: SUNBURST
REG TYPE: RENEWAL

SUSPENSION/REVOCATION: NO
PRIOR OPERATION: YES
FEES PAID: YES

| | |
|---|---|
| STATE FEE: | $31.00 |
| LOCAL TAX: | $25.00 |
| REFL./CO. FEE: | $0.00 |
| DEPUTY FEE: | $3.50 |
| TOTAL FEE: | $59.50 |

- In Ohio, it is illegal to drive any motor vehicle without insurance or other financial responsibility (FR) coverage.
- It is also illegal for any motor vehicle owner to allow anyone else to drive the owner's vehicle without insurance or FR coverage.
- PROOF OF INSURANCE OR FR COVERAGE IS REQUIRED: Whenever a police officer issues a traffic ticket*At all vehicle inspection stops*Upon traffic court appearances.
- ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL: Lose his or her driver license until requirements are met on first offense, one year on second offense, and two years on third and subsequent offenses* Lose his or her license plates and vehicle registration*Pay reinstatement fees of $100.00 on first offense, $300.00 for second offense, and $600.00 for third and subsequent offenses*Pay a $50.00 penalty for any failure to surrender his or her driver license, license plates or registration AND*Be required to maintain special FR coverage ("High-risk" insurance or equivalent) or file with the Bureau of Motor Vehicles for THREE or FIVE YEARS.
- ONCE THIS SUSPENSION IS IN EFFECT: Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for FIVE YEARS.
- IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE: In addition to all the penalties listed above, you may have*A SECURITY SUSPENSION for TWO YEARS or more and*A JUDGEMENT SUSPENSION INDEFINITELY (until all damages have been satisfied).
- THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW. WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE.
- WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING:*AN INSURANCE POLICY showing automobile liability insurance of at least $25,000 bodily injury per person, $50,000 injury two or more persons, and $25,000 property damage*AN INSURANCE IDENTIFICATION CARD (same coverage)*A SURETY BOND OF $30,000 issued by any authorized surety company or insurance company*A BMV BOND SECURED BY REAL ESTATE having equity of at least $60,000*A BMV CERTIFICATE FOR MONEY OR GOVERNMENT BONDS in the amount of $30,000 on deposit with the Ohio Treasurer of State*A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

## PROOF OF FINANCIAL RESPONSIBILITY

I affirm that all owners (or lessees of leased vehicle) now have insurance or other FR coverage and will not operate or permit the operation of this motor vehicle without FR coverage; all previous registration fees due have been paid; this plate category is correct; and this vehicle will not be used as a commercial or farm vehicle unless so registered.

By signing below I agree to and attest that all the above is true and accurate,

X *SIGNATURE ON FILE*

SIGNATURE OF OWNER(S) DATE

WARNING: APPLICANT GIVING FALSE INFORMATION IS SUBJECT TO PROSECUTION-O.R.C. SEC. 2921.13.
APPLICATION MUST BE SIGNED BY THE OWNER(S) AS NAMED ON CERTIFICATE OF TITLE.

**DO NOT DISCARD.**
**THIS IS YOUR VEHICLE REGISTRATION CERTIFICATE.**

BMV5701 7/19 [760-1058] Printed on: 11/18/2019 3:39:05 PM

RESTRICTED

**CUSTOMER COPY**

# STATE OF OHIO - BUREAU OF MOTOR VEHICLES
# CERTIFICATE OF REGISTRATION

**PLATE NO.:** [redacted] **REG. DATE:** 11/25/2019 **EXP. DATE:** 11/25/2020 **ISSUE DATE:** 11/18/2019 **APP NO.:** [redacted]
**VALIDATIO** **AGENCY:**
**OWNER NA** **VEHICLE OWNERSHIP:** SINGLE **USER ID:**
**OLD APP**
**OLD PLA**

**VEHICLE YE** **VEHICLE CLASS:** PASSENGER
**BODY TYPE:** **ODOMETER READING:** 3,944
**MAKE:** FORD **STATE FEE:** $31.00

**CERTIFICAT** **PLATE TYPE:** SUNBURST
**VEH. SERIAL** **REG TYPE:** RENEWAL **LOCAL TAX:** $25.00
**PURCHASE DATE:** 07/19/2018 **REFL./CO. FEE:** $0.00
**SUSPENSION/REVOCATION:** NO **DEPUTY FEE:** $3.50
**PRIOR OPERATION:** YES
**FEES PAID:** YES **TOTAL FEE:** $59.50

- In Ohio, it is illegal to drive any motor vehicle without insurance or other financial responsibility (FR) coverage.
- It is also illegal for any motor vehicle owner to allow anyone else to drive the owner's vehicle without insurance or FR coverage.
- PROOF OF INSURANCE OR FR COVERAGE IS REQUIRED: Whenever a police officer issues a traffic ticket*At all vehicle inspection stops*Upon traffic court appearances.
- ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL: Lose his or her driver license until requirements are met on first offense, one year on second offense, and two years on third and subsequent offenses* Lose his or her license plates and vehicle registration*Pay reinstatement fees of $100.00 on first offense, $300.00 for second offense, and $600.00 for third and subsequent offenses*Pay a $50.00 penalty for any failure to surrender his or her driver license, license plates or registration AND*Be required to maintain special FR coverage ("High-risk" insurance or equivalent) on file with the Bureau of Motor Vehicles for THREE or FIVE YEARS.
- ONCE THIS SUSPENSION IS IN EFFECT: Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for FIVE YEARS.
- IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE: In addition to all the penalties listed above, you may have*A SECURITY SUSPENSION for TWO YEARS or more and*A JUDGEMENT SUSPENSION INDEFINITELY (until all damages have been satisfied).
- THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW. WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE.
- WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING:*AN INSURANCE POLICY showing automobile liability insurance of at least $25,000 bodily injury per person, $50,000 injury two or more persons, and $25,000 property damage*AN INSURANCE IDENTIFICATION CARD (same coverage)*A SURETY BOND OF $30,000 issued by any authorized surety company or insurance company*A BMV BOND SECURED BY REAL ESTATE having equity of at least $60,000*A BMV CERTIFICATE FOR MONEY OR GOVERNMENT BONDS in the amount of $30,000 on deposit with the Ohio Treasurer of State*A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

## PROOF OF FINANCIAL RESPONSIBILITY

I affirm that all owners (or lessees of leased vehicle) now have insurance or other FR coverage and will not operate or permit the operation of this motor vehicle without FR coverage; all previous registration fees due have been paid; this plate category is correct; and this vehicle will not be used as a commercial or farm vehicle unless so registered.

By signing below I agree to and attest that all the above is true and accurate,

X *SIGNATURE ON FILE*

SIGNATURE OF OWNER(S) DATE

WARNING: APPLICANT GIVING FALSE INFORMATION IS SUBJECT TO PROSECUTION-O.R.C. SEC. 2921.13.
APPLICATION MUST BE SIGNED BY THE OWNER(S) AS NAMED ON CERTIFICATE OF TITLE.

**DO NOT DISCARD.**
**THIS IS YOUR VEHICLE REGISTRATION CERTIFICATE**

BMV5701 7/19 [760-1058] Printed on: 11/18/2019 3:39:06 PM RESTRICTED **CUSTOMER COPY WITHOUT ADDRESS**

[redacted]

[redacted]

INVOICE

PAGE 1

NORTHGATE FORD
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 30766 NORMAN LACKEY

| | MAKE/MODEL | | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 FORD Ecosport | | MAJ3P1TE4JC[redacted] | | 9484/9484 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS | | | | | | | |
| 19JUL18 DI | 16JAN18 | | WAIT 12OCT18 | | 125.00 | CASH | 12OCT18 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 13:11 12OCT18 | 13:50 12OCT18 | SOLD-STK:JC190252<br>ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| A | CHANGE ENGINE OIL AND Filter, top OFF ALL FLUID Levels, check EXTERIOR Lights, lube ALL SUSPENSION Points, door LOCKS,HINGES,LATCHES,CHECK TIRE WEAR AND SET PRESSURE SPECS,PERFORM VISUAL SAFTY INSPECTION. | | | | | | |
| | LOF CHANGE ENGINE OIL AND Filter, top OFF ALL FLUID Levels, check EXTERIOR Lights, lube ALL SUSPENSION Points, door LOCKS,HINGES,LATCHES,CHECK TIRE WEAR AND SET PRESSURE SPECS,PERFORM VISUAL SAFTY INSPECTION. | | | | | | |
| | 30482IFREE | | | 0.40 | | | |
| | 1 FL*910*SB12 FILTER ASY - OIL | | | | | | (N/C) |
| | 5 XO*5W20*BSP MOTORCRAFT SAE 5W-20 API GF-5 | | | | | | (N/C) |
| 9484 | PERFORMED OIL AND FILTER CHANGE CHECKED AND REPLENISHED FLUIDS SET TIRE PRESSURES | | | | | | (N/C) |
| | ********** | | | | | | |
| B | COMPLETE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD. | | | | | | |
| | 99P COMPLETE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD. | | | | | | |
| | 30482 CPF | | | 0.00 | | | |
| 9484 | PERFORM MULTI POINT INSPECTION | | | | 0.00 | 0.00 | 0.00 |
| | ********** | | | | | | |

I acknowlege the accuracy of the description(s) of the problem and\or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN OR INITIAL: _____

CUSTOMER

| 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 |

**ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)**

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR INITIAL: _____

CUSTOMER

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

# Multi-Point Inspection Form

[redacted]

VIN MAJ3P1TE4JC[redacted]

**Advisor** Norman Lackey
**Technician** Brady Pugh
Created On 10/12/2018 12:14 PM

Checked and OK at this time | May Require Future Attention | Requires immediate attention

## Interior / Exterior

- Bulbs and Lights
- Windshield Washer Spray / Wiper Operation / Wiper Blades / Including Rear (if applicable)
- Windshield / Window Condition
- Upholstery / Carpet / Floor Mats / Mirrors / Trim
- Emergency Brake Adjustment
- Horn Operation
- Fuel Tank Cap Gasket
- Clutch Operation (if equipped)
- Cabin/HEPA Filter (if equipped)

## Under Hood

- Fluids: Oil / Coolant / Power Steering / Brake Fluid / Washer
- Engine Air Filter
- Belts / Tensioners (condition and adjustment)
- Cooling System Hoses / Heater Hoses / Air Conditioning Hoses and Connections
- Radiator Core / Air Conditioning Condenser (if equipped)

## Battery Performance

- Battery Terminals / Cables / Mountings
- Check Condition of Battery (Storage Capacity Test if Applicable)

## Under Vehicle

- Shock Absorbers / Suspension
- Steering Gear Box / Linkage and Boots / Ball Joints / Dust Covers
- Muffler / Exhaust Pipes / Mountings
- Engine Oil and/or Fluid Leaks
- Drive Shaft Boots / Constant Velocity Boots / U-joints / Transmission Linkage (if equipped)
- Transmission / Differential / Transfer Case (Check Fluid Level, Fluid Condition and Fluid Leaks)
- Fuel Lines and Connections / Fuel Tank Band / Fuel Tank Vapor Vent System Hoses
- Inspect Nuts and Bolts on Body Chassis

## Tread Depth (measured in 1/32")



- LF 8
- RF 8
- LR 9
- RR 9

## Abnormal Wear Pattern of Tires

- LF
- RF
- LR
- RR

## Check Brake Linings (measured in millimeters)

- LF DNI, DNI
- RF DNI
- LR DNI, DNI
- RR DNI

NORTHGATE

Prepared By [redacted]

PE23-015-000760-LC-SV

[redacted]

INVOICE

PAGE 1

**NORTHGATE FORD**
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 30766 NORMAN LACKEY

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4J[redacted] | | 14656/14656 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO [redacted] | TE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS<br>19JUL18 DD | 16JAN18 | | 16:45 05FEB19 | | 125.00 | CASH | 05FEB19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252<br>ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT |
|---|---|---|
| 12:48 04FEB19 | 14:54 05FEB19 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| A CUSTOMER STATES GRINDING NOISE COMING FROM BRAKES HAPPENS NORMALLY IN THE MORNING AND WHEN COMING FROM A STOP | | | | | | | |
| | S S | | | | | | |
| | 566 BARRETT,GARY LIC#: 2584 | | | | | | |
| | ISERV 0.70 | | | | | | (N/C) |
| 14656 RD. TEST, VERIFIED GRINDING/MOANING NOISE ON 1ST. FEW BRAKE APPLICATIONS THEN GOES AWAY, PERFORMED 4 WHEEL BRAKE INSPECTION, FRONT PADS AT 10MM, REAR AT 8MM, ROTORS CLEAN, NO BRAKE PULSATION FELT, RUN OASIS, NPF FOR SYMPTOM, DETERMINED NORMAL CHARACTERISTICS DUE TO TEMPERATURE OF BRAKES AND MOISTURE CONDITIONS, AND ONLY OCCURS AFTER COLD SOAK CONDITION. RELEASED CAR. | | | | | | | |
| | ********** | | | | | | |
| B MULTI POINT INSPECTION | | | | | | | |
| | 99P DEFAULT | | | | | | |
| | 566 BARRETT,GARY LIC#: 2584 | | | | | | |
| | ISERV 0.00 | | | | | | (N/C) |
| 14656 PERFORM MULTI POINT INSPECTION | | | | | | | |
| | ********** | | | | | | |
| C RENTAL CAR | | | | | | | |
| | RENTAL RENTAL CAR | | | | | | |
| | 566 BARRETT,GARY LIC#: 2584 | | | | | | |
| | ISERV 0.00 | | | | | | (N/C) |
| | ********** | | | | | | |
| BDC APPT CREATED 2019-02-01 11:24:00AM TAKEN BY ANNA FISH | | | | | | | |

I acknowlege the accuracy of the description(s) of the problem and\or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN OR INITIAL: _____

CUSTOMER

| 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 |

**ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)**

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR _____ INITIAL:

CUSTOMER

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

INVOICE

PAGE 1

**NORTHGATE FORD**
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 31528 MEGAN CORNELIUS

| | | | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4J[redacted] | | 16883/16883 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS 19JUL18 DD | 16JAN18 | | WAIT 21MAR19 | | 125.00 | CASH | 21MAR19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252<br>ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT |
|---|---|---|
| 13:03 21MAR19 | 13:56 21MAR19 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| A | FREE OIL CHANGE UNDER FREE OIL CHANGE PROGRAM--- PER ED WELSH | | | | | | |
| | S10FREE FREE OIL CHANGE UNDER FREE OIL CHANGE PROGRAM | | | | | | |
| | 30482IFREE 0.40 | | | | | | (N/C) |
| | 1 FL*910*SB12 FILTER ASY - OIL | | | | | | (N/C) |
| | 6 XO*5W20*BSP MOTORCRAFT SAE 5W-20 API GF-5 | | | | | | (N/C) |
| | 16883 PERFORMED OIL AND FILTER CHANGE CHECKED AND REPLENISHED FLUIDS SET TIRE PRESSURES | | | | | | |
| | ********** | | | | | | |
| B | CHECK TIRES. SEE IF THEY NEED TO BE ROTATED. PLEASE ROTATE IF NEED BE. | | | | | | |
| | S S | | | | | | |
| | 30482 CPF 0.00 | | | | 0.00 | 0.00 | |
| | ********** | | | | | | |
| C | COMPLETE EXPRESS SERVICE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD | | | | | | |
| | 99PX COMPLETE EXPRESS SERVICE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD. | | | | | | |
| | 30482ISERV 0.00 | | | | | | (N/C) |
| | 16883 PERFORM MULTI POINT INSPECTION | | | | | | |
| | ********** | | | | | | |

I acknowlege the accuracy of the description(s) of the problem and\or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN OR INITIAL: _____

CUSTOMER

| 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 |

**ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)**

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR INITIAL: _____

**CUSTOMER**

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

# Multi-Point Inspection Form

[redacted]

**VIN** MAJ3P1TE4JC[redacted]

**Advisor** Megan Cornelius
**Technician** Brady Pugh
Created On 3/21/2019 12:04 PM

■ Checked and OK at this time ▣ May Require Future Attention ■ Requires immediate attention

## Interior / Exterior

- ■ Bulbs and Lights
- ■ Windshield Washer Spray / Wiper Operation / Wiper Blades / Including Rear (if applicable)
- ■ Windshield / Window Condition
- ■ Upholstery / Carpet / Floor Mats / Mirrors / Trim
- ■ Emergency Brake Adjustment
- ■ Horn Operation
- ■ Fuel Tank Cap Gasket
- Clutch Operation (if equipped)
- Cabin/HEPA Filter (if equipped)

## Under Hood

- ■ Fluids: Oil / Coolant / Power Steering / Brake Fluid / Washer
- ■ Engine Air Filter
- ▣ Belts / Tensioners (condition and adjustment)
- ■ Cooling System Hoses / Heater Hoses / Air Conditioning Hoses and Connections
- ■ Radiator Core / Air Conditioning Condenser (if equipped)

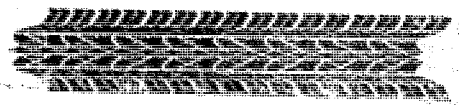
## Battery Performance

- ■ Battery Terminals / Cables / Mountings
- ■ Check Condition of Battery (Storage Capacity Test if Applicable)

## Under Vehicle

- ■ Shock Absorbers / Suspension
- ■ Steering Gear Box / Linkage and Boots / Ball Joints / Dust Covers
- ■ Muffler / Exhaust Pipes / Mountings
- ■ Engine Oil and/or Fluid Leaks
- ■ Drive Shaft Boots / Constant Velocity Boots / U-joints / Transmission Linkage (if equipped)
- ■ Transmission / Differential / Transfer Case (Check Fluid Level, Fluid Condition and Fluid Leaks)
- ■ Fuel Lines and Connections / Fuel Tank Band / Fuel Tank Vapor Vent System Hoses
- ■ Inspect Nuts and Bolts on Body Chassis

## Tread Depth (measured in 1/32")



- ■ LF 8
- ■ RF 8
- ■ LR 7
- ■ RR 7

## Abnormal Wear Pattern of Tires

- ■ LF
- ■ RF
- ■ LR
- ■ RR

## Check Brake Linings (measured in millimeters)

- LF DNI
- RF DNI
- LR DNI
- RR DNI

NORTHGATE

Prepared By [redacted]

[redacted]

[redacted]

INVOICE

PAGE 1

NORTHGATE FORD
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 31225 BRANDON VOEGELI

| | | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|
| EE SMOKE M 18 | FORD Ecosport | MAJ3P1TE4J[redacted] | | 35402/35402 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS<br>19JUL18 DD | 16JAN18 | | 16:00 06MAR20 | | 125.00 | CASH | 06MAR20 |

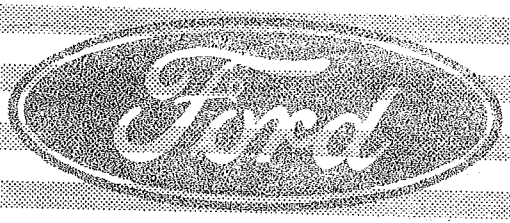
| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252<br>ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT |
|---|---|---|
| 10:27 06MAR20 | 16:45 06MAR20 | |

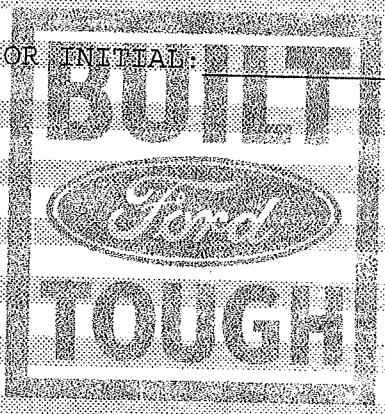
| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| A | COMPLIMENTARY BRAKE INSPECTION | | | | | | | |
| | SS | S | | | | | | |
| | | | 31759 | ISERV | 0.00 | | | (N/C) |

**********

I acknowlege the accuracy of the description(s) of the problem and\or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN OR INITIAL: [redacted]




CUSTOMER

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR _____ INITIAL:

**ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMAN-UFACTURED OR USED PARTS)**

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

CUSTOMER

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

INVOICE

PAGE 1

**NORTHGATE FORD**
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 32004 CATHLYN MURPHY

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4JC[redacted] | | 39985/39985 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS | | | | | | | |
| 19JUL18 DD | 16JAN18 | | WAIT 09JUN20 | | 125.00 | CASH | 09JUN20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252 |
|---|---|---|
| 14:17 09JUN20 | 15:07 09JUN20 | ENG:99E_1.0L_ECOBOOST_ENGINE<br>TRN:447_6-SPD_AUTO_TRANS_W/SLCTSHFT |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| A | THE WORKS -OIL CHANGE ,TIRE ROTATION MULTI-POINT INPSECTION $49.95 up to 5 qts oil. additional oil may be required based on model | | | | | | | |
| | WRKS | THE WORKS -OIL CHANGE ,TIRE ROTATION MULTI-POINT INPSECTION $49.95 up to 5 qts oil. additional oil may be required based on model | | | | | | |
| | | 627 | CPM | 0.80 | | | 29.17 | 29.17 |
| | 1 | FL*910S* | KIT - ELEMENT & GASKET - OIL F | | | 6.82 | 6.82 | 6.82 |
| | 5 | XO*5W20*BSP | MOTORCRAFT SAE 5W-20 API GF-5 | | | 3.80 | 3.16 | 15.80 |
| | 39985 | OIL CHANGE, BRAKE INSPECTION, BELTS AND HOSES CHECK, FILTER CHECK, TIRE ROTATION, BATTERY TEST, FLUID TOP OFF, MULTI POINT INSPECTION | | | | | | |
| | | ********** | | | | | | |
| B | COMPLETE EXPRESS SERVICE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD. | | | | | | | |
| | 99PX | COMPLETE EXPRESS SERVICE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD. | | | | | | |
| | | 627ISERV | | 0.00 | | | | (N/C) |
| | GBATT | BATTERY CHECKED AND OK | | | | | | |
| | | 627ISERV | | 0.00 | | | | (N/C) |
| | GBK | CHECKED BRAKES AND OK | | | | | | |
| | | 627ISERV | | 0.00 | | | | (N/C) |
| | YTIRE | TIRE TREAD DEPTH - 4/32 TO 6/32 | | | | | | |
| | | 627ISERV | | 0.00 | | | | (N/C) |
| | 39985 | PERFORM MULTI POINT INSPECTION | | | | | | |
| | | ********** | | | | | | |
| C | ** C/S THERE IS A LOUD, TRAIN LIKE NOISE ON DRIVERS SIDE OF VEHICLE WHILE DRIVING AND SUSPECTS IT'S THE BRAKES. PLEASE DO A VISUAL INSPECTION OF BRAKES AND ADVISE. | | | | | | | |
| | SS | C/S THERE IS A LOUD, TRAIN LIKE NOISE ON DRIVERS SIDE OF VEHICLE WHILE DRIVING AND SUSPECTS IT'S THE BRAKES. PLEASE DO A VISUAL INSPECTION OF BRAKES AND ADVISE. | | | | | | |
| | | 627 | CPF | 0.00 | | | 0.00 | 0.00 |

ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)

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

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR _____ INITIAL:

CUSTOMER

pyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY



[redacted]

[redacted]

INVOICE

PAGE 2

NORTHGATE FORD
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 32004 CATHLYN MURPHY

| | | | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4JC[redacted] | | 39985/39985 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS | | | | | | | |
| 19JUL18 DD | 16JAN18 | | WAIT 09JUN20 | | 125.00 | CASH | 09JUN20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252<br>ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT |
|---|---|---|
| 14:17 09JUN20 | 15:07 09JUN20 | |

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

EST: 51.41 09JUN20 14:17 SA: 32004
CONTACT:
**********

EST: 49.95 09JUN20 14:17 SA: 32004
CONTACT:
**********

I acknowlege the accuracy of the description(s) of the problem and\or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN OR INITIAL: _____

CUSTOMER

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR INITIAL:

ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 29.17 |
| PARTS AMOUNT | 22.62 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 1.46 |
| TOTAL CHARGES | 53.25 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 3.72 |
| PLEASE PAY THIS AMOUNT | 56.97 |

CUSTOMER

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

# VEHICLE CHECK-UP

Quick Lane

[redacted]

May contribute to vehicle efficiency and promote a greener environment

Check and OK at this time | May require future attention | Requires immediate attention

## CUSTOMER

Odometer: 39985 Inspect. Month: _____

Owner Advantage Rewards®#: _____ Service Balance: _____

Extended Service Plan: YES ☐ NO ☐ FordPass Member? YES ☐ NO ☐

## SCHEDULED MAINTENANCE

| Serviced | DUE | Serviced | DUE |
|---|---|---|---|
| ☐ | THE WORKS | ☐ | Engine Air Filter |
| ☐ | Oil Change & Filter | ☐ | Engine Coolant |
| ☐ | Tire Rotation | ☐ | Transmission Fluid &/or Filter |
| ☑ | Multi-Point Inspection | ☐ | Cabin Air Filter ✓N/A |
| ☐ | Fuel Filter ✓N/A | ☐ | Spark Plugs |

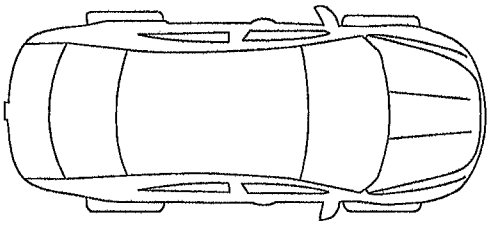
☐ _____ K Scheduled Maintenance

This is only a partial list maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit FordOwner.com for vehicle specific maintenance requirements. N/A is circled if certain part is not applicable.

## LIGHTS/HORN/WIPERS

| Serviced | | Serviced | | Serviced | |
|---|---|---|---|---|---|
| ☐ | ☑ Horn | ☐ | ☑ Front Wipers | ☐ | ☑ Rear Wipers (if equipped) |
| ☐ | ☑ Windshield | ☐ | ☑ Front Lighting Headlights, Parking Lights, Turn Signals, Fog Lights, 4-Way Flasher | | |
| ☐ | ☑ Rear Lighting - 4-Way Flasher, Taillights, Stop Lights, Plate Lights | | | | |

## EXTERIOR BODY



Note any exterior body damage or defects on diagram

## FLUIDS

| OK | FILL | | OK | FILL | | OK | FILL | |
|---|---|---|---|---|---|---|---|---|
| ☑ | ☐ | Engine Oil | ☐ | ☐ | Power Steering | ☐ | ☐ | Transmission (If equipped with dipstick) |
| ☐ | ☐ | Brake Reservoir | ☑ | ☐ | Window Washer | ☑ | ☐ | Coolant Recovery Reservoir |

## UNDER HOOD

| Serviced | | |
|---|---|---|
| ☐ | Battery State of Health 0% — 100% | Battery Condition ☑ ☐ ☐ |
| | Factory spec cold cranking amps _____ | Actual cold cranking amps _____ |
| ☐ | ☑ Cooling System - Hoses and Piping | |
| ☐ | ☑ Engine Air Filter | |
| ☐ | ☑ Engine Drive Belt(s) | |
| ☐ | ☐ Cabin Air Filter ✓N/A | |

## TIRES

| Serviced | Tire Tread Depth: 7/32" or Greater / Over 5mm; 6/32" to 4/32" / 5mm to 3mm; 3/32" or Less / Less than 3mm | | | | | |
|---|---|---|---|---|---|---|
| ☐ | ☑ Left Front Tire Condition | Size: | Tread Depth: | 7 | Tire PSI: | Age: * |
| ☐ | ☑ Right Front Tire Condition | Size: | Tread Depth: | 7 | Tire PSI: | Age: * |
| ☐ | ☑ Left Rear Tire Condition | Size: | Tread Depth: | 4 | Tire PSI: | Age: * |
| ☐ | ☑ Right Rear Tire Condition | Size: | Tread Depth: | 4 | Tire PSI: | Age: * |
| ☐ | ☐ Full Size/Temp Spare Tire Condition | Size: | Tread Depth: | | Tire PSI: | Age: * |

Spare Not Inspected ☑ No Spare Tire ☐ *Tires should be replaced after 6 years regardless of tread wear.

## BRAKES

| Serviced | Brake Lining: Over 5 mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum); 4 mm to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm or 2/32" to 3/32" (Drum); 3mm or less or 4/32" (Disc) or 1mm or 2/32" or less (Drum) | | | | | NOT INSPECTED |
|---|---|---|---|---|---|---|
| ☐ | ☑ Left Front Brake | Pad Thickness: | | Rotor Actual: | Rotor Minimum Spec: | ☐ |
| ☐ | ☑ Right Front Brake | Pad Thickness: | | Rotor Actual: | Rotor Minimum Spec: | ☐ |
| ☐ | ☑ Left Rear Brake | Pad/Shoe Thickness: | 8 | Rotor/Drum Actual: | Rotor/Drum Minimum Spec: | ☐ |
| ☐ | ☑ Right Rear Brake | Pad/Shoe Thickness: | 8 | Rotor/Drum Actual: | Rotor/DrumMinimum Spec: | ☐ |

## UNDERCARRIAGE

| | | |
|---|---|---|
| ☐ | ☐ Left Front suspension, struts, steering linkage, brake lines/hoses | Notes: |
| ☐ | ☐ Right Front suspension, struts, steering linkage, brake lines/hoses | Notes: |
| ☐ | ☐ Left Rear suspension, shocks/struts, linkage, brake lines/hoses | Notes: |
| ☐ | ☐ Right Rear suspension, shocks/struts, linkage, brake lines/hoses | Notes: |
| ☐ | ☐ Exhaust System | Notes: |
| ☐ | ☐ Drivetrain | Notes: |

## Additional Technician Comments

Brakes:
6/22/2020
1pm
#125.00
diag.

Advisor: Lyn Murphy

Technician: , Doug Martin,...

Customer Signature:

Technician: _____

Copyright 2018 Ford Motor Company, All Rights Reserved.

FORDSERVICEVCU

FordOwner.com all your vehicle needs

Ford Service is a registered trademark of Ford Motor Company

Version 1.2

[redacted]

*INVOICE*

DUPLICATE 3
PAGE 1

NORTHGATE FORD
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 31794 CODY STOEPPEL

| SALES | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4JC[redacted] | | 40509/40509 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS<br>19JUL18 DD | 16JAN18 | | 17:00 07AUG20 | | 125.00 | CASH | 07AUG20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252<br>ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT |
|---|---|---|
| 16:10 24JUN20 | 14:32 07AUG20 | |

| LINE | OPCODE | TECH TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|
| A | C/S WHILE GOING UPHILL, VEHICLE STARTED MAKING A KNOCKING NOISE AND ENGINE LOW OIL PRESSURE MESSAGE CAME UP ON DASH. VEHICLE DIED AND WILL CRANK BUT NOT START. PLEASE CHECK AND ADVISE. | | | | | |

CAUSE: .

SS C/S WHILE GOING UPHILL, VEHICLE STARTED MAKING A KNOCKING NOISE AND ENGINE LOW OIL PRESSURE MESSAGE CAME UP ON DASH. VEHICLE DIED AND WILL CRANK BUT NOT START. PLEASE CHECK AND ADVISE.

31697 WF40 8.80

| | | |
|---|---|---|
| 3 | SP*538*A SPARK PLUG | (N/C) |
| 1 | G1FZ*6006*A SERVICE ENGINE ASY | (N/C) |
| 6 | F1FZ*6379*A BOLT - HEX.HEAD | (N/C) |
| 3 | CM5Z*9439*A GASKET - INTAKE MANIFOLD | (N/C) |
| 1 | CM5Z*9229*A KIT - "O" RING | (N/C) |
| 1 | F1FZ*9N454*G HEAT SHIELD | (N/C) |
| 8 | *W715309*S300 STUD | (N/C) |
| 8 | *W716271*S437 NUT | (N/C) |
| 1 | CM5Z*9450*A GASKET | (N/C) |
| 1 | CM5Z*6K679*B PIPE - OIL FEED | (N/C) |
| 1 | 4R8Z*6N652*A GASKET | (N/C) |
| 1 | BE8Z*9278*A SWITCH ASY - OIL PRESSURE | (N/C) |
| 1 | BM5Z*2A572*A GASKET - VACUUM PUMP | (N/C) |
| 1 | CM5Z*8255*A GASKET | (N/C) |
| 1 | *W715775*S300 RING | (N/C) |
| 4 | *W715618*S437 NUT | (N/C) |
| 2 | CM5Z*6C535*A SEAL - VALVE | (N/C) |
| 1 | CM5Z*8575*D THERMOSTAT ASY | (N/C) |
| 2 | VC*13DL*G ANTI-FREEZE | (N/C) |

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
31697

40509 engine shut down from low oil psi scaned for codes , no codes

BUILT FORD TOUGH
CUSTOMER

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

ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMAN-UFACTURED OR USED PARTS)

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR INITIAL:

CUSTOMER

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

*INVOICE*

DUPLICATE 3
PAGE 2

**NORTHGATE FORD**
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 31794 CODY STOEPPEL

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| E SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4JC[redacted] | | 40509/40509 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| .9JUL18 IS | | | | | | | |
| .9JUL18 DD | 16JAN18 | | 17:00 07AUG20 | | 125.00 | CASH | 07AUG20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252 |
|---|---|---|
| 6:10 24JUN20 | 14:32 07AUG20 | ENG:99E_1.0L_ECOBOOST_ENGINE |
| | | TRN:447_6-SPD_AUTO_TRANS_W/SLCTSHFT |

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

, tested ignition system all ok , performed cylinder psi test #3 was 130, #2 was 195, #1 was 190,tried to star off starting fluid and never tried to fire , checked for broke cam and found ok , found that it was out of time and intake valves not opening, replaced long block and plugs , refilled coolant system and all other fluids, test drove ,

**********

RENTAL VEHICLE $30.00 PER DAY. I UNDERSTAND THE THE DAILY FEE AND AGREE TO PAY THE CHARGES UPON MY RETURN.CUSTOMER SIGNATURE _____ DATE _____

AUSE: .

RENTAL Rental Vehicle $30.00 Per Day. I Understand the The Daily Fee And Agree To Pay The Charges Upon My Return.Customer Signature _____ Date _____

999 WDRC 0.00

FC: PART#: COUNT: (N/C)

CLAIM TYPE:

AUTH CODE:

999

**********

COMPLETE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD.

99P COMPLETE VEHICLE INSPECTION REPORT AND FILL OUT VEHICLE REPORT CARD.

31697 CPF 0.00

40509 PERFORM MULTI POINT INSPECTION 0.00 0.00

**********

** Rental Vehicle $30.00 Per Day. I Understand the The Daily Fee And Agree To Pay The Charges Upon My Return.Customer Signature _____ Date _____

RENTAL Rental Vehicle $30.00 Per Day. I Understand the The Daily Fee And Agree To Pay The Charges Upon My Return.Customer Signature

ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMANUFACTURED OR USED PARTS)

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

hank you for choosing Northgate Ford. I acknowledge the ccuracy of the description of the problem(s) and/or ymptom(s) experienced as stated on this repair order.

USTOMER SIGN _____ OR INITIAL: _____

CUSTOMER

ght 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

*INVOICE*

DUPLICATE 3
PAGE 3

NORTHGATE FORD
8940 Colerain Avenue · CINCINNATI, OH 45251
(513) 385-1414
www.northgatefordcincinnati.com

SERVICE ADVISOR: 31794 CODY STOEPPEL

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| EE SMOKE M | 18 | FORD Ecosport | MAJ3P1TE4JC[redacted] | | 40509/40509 | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 19JUL18 IS<br>19JUL18 DD | 16JAN18 | | 17:00 07AUG20 | | 125.00 | CASH | 07AUG20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC190252<br>ENG:99E_1.0L_ECOBOOST_ENGINE<br>TRN:447_6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 16:10 24JUN20 | 14:32 07AUG20 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| Date | | | | | | | |
| | 999 | CDRC | | 0.00 | | | |
| | ********** | | | | | 0.00 | 0.00 |

EST: 131.25 24JUN20 16:10 SA: 31794
CONTACT:
**********

I acknowlege the accuracy of the description(s) of the problem and\or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN OR INITIAL: _____

BUILT Ford TOUGH

CUSTOMER

ALL PARTS AND LABOR ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST (EXCLUDING REMAN-UFACTURED OR USED PARTS)

| 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 |

Thank you for choosing Northgate Ford. I acknowledge the accuracy of the description of the problem(s) and/or symptom(s) experienced as stated on this repair order.

CUSTOMER SIGN _____ OR INITIAL: _____

CUSTOMER

opyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY



LEMBERG LAW

**Sergei Lemberg, Esq.**
**Managing Partner**
✆ +1.203.653.2250 x 5500
☎ +1.203.653.3424
✉ slemberg@lemberglaw.com

August 9, 2021

To: OGCCLAIM@ford.com
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| Make and Model: | 2018 Ford EcoSport |
| VIN # | MAJ3P1TE0JC[redacted] |
| Record Owner | Charles Henry Heintzeman |
| State of Purchase or Lease | Maryland |

Dear Sir or Madam:

Lemberg Law L.L.C. is writing on behalf of the above client. Please consider this your notice for an opportunity to correct the defects specified below. Should litigation become necessary, a lawsuit shall be filed in the Maryland federal court. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Maryland consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service at least thirty (30) days and subject to seven (7) repairs due to the "check engine" light turning on and the vehicle losing power on acceleration and the engine smoking.

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

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

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

Sincerely,

*/s/ Sergei Lemberg*

Sergei Lemberg
(*Admitted to the Maryland Federal Court*)



# LAW OFFICES OF STEVEN VEINGER, P.A.

The Lemon Law Attorneys

1940 Fountain View Dr., #1029
Houston, TX 77057
Phone (817) 778-0444
Fax (877) 575-9666
teri@thelemonlawattorneys.com

May 7, 2021

Ford Motor Company – FCSD Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

Re: [redacted]
2018 Ford EcoSport
VIN MAJ3P1TE8J [redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individuals regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of [redacted] claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our clients have experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my clients' position that Ford Motor Company's inability to repair this vehicle is a violation of the Texas Lemon Law and Magnuson-Moss Warranty Act. As such, our clients respectfully request that Ford Motor Company **comply with the above statutes and pay all attorney fees and costs.**

**Please be further advised that all communication regarding this matter must be directed to my office**. This offer and all its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

Law Offices of Steven Veinger, P.A.

[redacted]

[redacted]

Yo

Or as

**Late C**
a heav
**Prepay**
**Securit**
**Additio**
and any

1 Cash P
SALES
N/A

Total Dow
Gro
– Pa

| | | |
|---|---|---|
| – Cash Paid to Buyer for Trade-In | $ | N/A |
| = Net Trade-In | $ | N/A |
| + Cash | $ | 2000.00 |
| + Mfrs. Rebate | $ | 2000.00 |

Commissioner.

You want the insurance indicated above.

X N/A _____ N/A
Date

3

4

(

A

B

C

D

E D

F D

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

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

I Government License and/or Registration Fees

LIC$118.25/DPS REG$2/ETAG$5/P&H FEE$0.75 $ 130.00

J Government Certificate of Title Fees $ 28.00

K Government Vehicle Inspection Fees $ 7.00

L Deputy Service Fee Paid to Dealer $ N/A

M **Documentary Fee (Cargo Documental)** $ 150.00

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

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

(Home Office Address)

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

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

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

X 07/31/1

Buyer's signature Date

[redacted]

have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Date N/A Address N/A

Seller signs KARL KLEMENT FORD Date 07/31/18 By X [redacted] Title (illegible)

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

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

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

KARL KLEMENT FORD

Seller By [redacted] Title (illegible)

LAW FORM NO. 553-TX-ARB 4/18

©2018 The Reynolds and Reynolds Company TO ORDER: www.reysource.com; 1-800-344-0996; fax 1-800-531-9055
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

DEALER COPY

TRA

LAW

FORM NO

[redacted]

# Karl Klement Ford

Highway 81 & 287 Bypass
PO Box 505
Decatur, TX 76234
(940) 627-1101
(817) 430-8610

[redacted]

| | | | |
|---|---|---|---|
| ADVISOR: HEATHER | [redacted] | VOICED: 03/ | |
| LABOR RATE | LICENSE NO. | MILEAGE: 49,269 | TAG NO.: RUBY |
| YEAR/MAKE/MODEL: 18/FORD TRUCK/ECOSPORT/ECOSPORT FWD | | DELIVERY DATE: 07/31/18 | DELIVERY MILES: 115 |
| VEHICLE I.D. NO.: M A J 3 P 1 T E 8 J C [redacted] | | SELLING DEALER NO. | PRODUCTION DATE |
| F.T.E. NO. | P.O. | R.O. DATE: 01/28/21 | |
| COMMENTS | | | |

[redacted]

JOB# 1 CHARGES

LABOR----------

J# 1 13FOZ GAS DRIVEABILITY TECH(S):4561 392.00

C/S CAR IS SLUGGISH, WHEN AUTO STOPS HAS TO MANUALLY TURN ON CEL IS ON
TWO FAULTS, FAILED EVAP PURGE VALVE AND ENGINE DRIVEN VACUMM PUMP FOR CONTROL SOLENOIDS INOP. CHECK VALVE IN PUMP BAD.
VERIFIED CONCERN, WHICH WAS VERY INTERMEDIATE. HAD PCM CODES OF P1450 AND P0299. WAS ABLE TO DUPLICATED AND FAILED TEST FOR CODE P1450. PURGE VALVE FAILED EVAP TEST. REPLACED PURGE VALVE/CHECK VALVES ASSLY. RE-TEST SYSTEM, PASSED.
AFTER EXTENDED ROAD TEST AND EXTENDED PID MONITERING AND MULTIPLE PIN-POINT TEST OF ALL OF TEST HN. FOUND THAT THE ENGINE DRIVEN VACUMM PUMP ON THE SMALL PORT FOR PCM TURBO CONTROL BOOST BY PASS AND TURBO WASTEGATE WOULD NOT GENERATE A VACUMM AT TIMES. THIS WAS CAUSED BY THE INTERNAL CHECK VALVE IN PUMP. THIS WOULD CAUSE THE UNDER BOOST CONDITION. REPLACED PUMP ASSLY. RE-RAN MECHANICAL VACUMM TEST, PASSED.
RE-TEST KOEO ON ENGINE CONTROLS AND ROAD TEST OK, ALL PASSED

| PARTS | QTY | FP-NUMBER | DESCRIPTION | LIST PRICE | UNIT PRICE | |
|---|---|---|---|---|---|---|
| | 1 | GN1Z-9C047-D | TUBE - FUEL FE | 54.83 | 52.93 | 52.93 |
| | 1 | CM5Z-2A451-B | PUMP ASY - VAC | 135.45 | 135.45 | 135.45 |
| | | | | | TOTAL - PARTS | 188.38 |

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

| | |
|---|---|
| LABOR | 392.00 |
| PARTS | 188.38 |
| JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL | 580.38 |

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

LABOR----------

J# 2 02FOZ99P 27 POINT INSPECTION TECH(S):4556 5 0.00

MULTIPOINT INSPECTION
YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE AT THE NUMBER YOU HAVE PROVIDED. YOU AGREE THAT WE MAY CONTACT YOU REGARDING CUSTOMER SERVICE UPDATES R OFFERS VIA AUTO-DIALER TEXT. IF YOU DO NOT AGREE, YOU MAY PROVIDE A LANDLINE NUMBER. YOU MAY OPT OUT AT ANY TIME.
COMPLETED MULTIPOINT INSPECTION

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

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

TECHNICIAN CERTIFICATION----------

| | | |
|---|---|---|
| 4561 | HUGH | 4561 |
| 5 | TECH | 5 |

**TERMS STRICTL**
UNLESS PRIOR ARRANG
"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 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 hereto." 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 nor authorizes any other person to assume for it liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**DISCLAIMER OF WARRANTIES**
ANY WARRANTY 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 NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

NOTICE PURSUANT TO
PROPERTY CODE §70.001
I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, §9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

X _____
SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE

*Thank You!*

The Reynolds and Reynolds Company ERAINTINVE CC669629 Q (03/18)

# Karl Klement Ford

Highway 81 & 287 Bypass
PO Box 505
Decatur, TX 76234
(940) 627-1101
(817) 430-8610

[redacted] CELL [redacted]

| | | | |
|---|---|---|---|
| ADVISOR: HEATHER | [redacted] | INVOICE DATE: 03/04/21 | |
| LABOR RATE | LICENSE NO. | 49,269 COLOR: RUBY RED ME | |
| YEAR / MAKE / MODEL: 18/FORD TRUCK/ECOSPORT/ECOSPORT FWD | | DELIVERY DATE: 07/31/18 | 115 |
| VEHICLE I.D. NO.: M A J 3 P 1 T E 8 J C [redacted] | | SELLING DEALER NO. | PRODUCTION DATE |
| F. T. E. NO. | P.O. | R. O. DATE: 01/28/21 | |
| COMMENTS | | | MO: 49269 |

TOTALS----------

**********
* *
* [ ] CASH [ ] CHECK CK NO. [ ] *
* *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* *
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *
* *
**********

| | |
|---|---|
| TOTAL LABOR.... | 392.00 |
| TOTAL PARTS.... | 188.38 |
| TOTAL SUBLET... | 0.00 |
| TOTAL G.O.G.... | 0.00 |
| TOTAL MISC CHG. | 0.00 |
| TOTAL MISC DISC | 0.00 |
| TOTAL TAX..... | 15.54 |
| **TOTAL INVOICE $** | **595.92** |

At Karl Klement Ford our goal is your Complete Satisfaction. If you did not receive world class service. I would appreciate you comments in order to improve our processes for all Karl Klement Ford customers. Please contact Scott McCoy @(940)393-8095.
********** Thank you for your business**********

_____
CUSTOMER SIGNATURE

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

**TERMS STRICTLY CASH:**
UNLESS PRIOR ARRANGEMENTS MADE

"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 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 hereto." 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 nor authorizes any other person to assume for it liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**DISCLAIMER OF WARRANTIES**

ANY WARRANTY 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 NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

NOTICE PURSUANT TO
PROPERTY CODE §70.001

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

X _____
SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE

*Thank You!*



CUSTOMER COPY

[ END OF INVOICE ] 09:21am

The Reynolds and Reynolds Company ERAINTINVE CC669629 Q (03/18)

# Karl Klement Ford

Highway 81 & 287 Bypass
PO Box 505
Decatur, TX 76234
(940) 627-1101
(817) 430-8610

[redacted]

CELL: [redacted]

| | | | |
|---|---|---|---|
| | ADVISOR: HEATHER 1289 | TAG: [redacted] | INVOICE DATE: 12/21/20 |
| | LABOR RATE | LICENSE NO. | MILEAGE: 45,364 | COLOR: RUBY RED ME |
| | YEAR / MAKE / MODEL: 18/FORD TRUCK/ECOSPORT/ECOSPORT FWD | | DELIVERY DATE: 07/31/18 |
| | VEHICLE I.D. NO.: M A J 3 P 1 T E 8 J C [redacted] | | SELLING DEALER NO. |
| | F. T. E. NO. | P. O. NO. | R. O. DATE: 11/04/20 |
| | NE | COMMENTS | |

LABOR----------

J# 1 01FOZ ELECTRICAL TECH(S):0066 0.00

C/S SYNC SCREEN FREEZES AND DELAYS, DROPS CALLS
VERIFIED CUSTOMER CONCERN, APIM FAILED HARDWARE PERFORMANCE
TEST, REPLACED APIM AND PROGRAM, CONCERN RESOLVED

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

| | | | | |
|---|---|---|---|---|
| 340308 | 7203 | 12/21/20 | REPLACE APIM | 350.00 |
| 340308 | 7203 | 12/21/20 | APIM | 615.19 |
| | | | TOTAL - SUBLET | 965.19 |

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

| | |
|---|---|
| SUBLET | 965.19 |
| JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL | 965.19 |

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

LABOR----------

J# 2 13FOZ GAS DRIVEABILITY TECH(S):0066 196.00

C/S CEL IS INTERMITTENT, COMES ON 15-20 MINS AFTER HWY
DRIVING, DRAGS TO START AFTER AUTO STOP
CODE P0128
SELF TEST, FOUND CODE P0128, FOUND FAILED ECT SENSOR,
REPLACED ECT SENSOR. ROAD TEST 10 MILES OK.

PARTS------QTY---FP-NUMBER--------------DESCRIPTION---------LIST PRICE-UNIT PRICE-

| | | | | | |
|---|---|---|---|---|---|
| 1 | 7M5Z-12A648-B | SENDER ASY | 44.65 | 44.65 | 44.65 |
| 1 | VC-13-G | ANTI-FREEZE | 17.27 | 17.27 | 17.27 |
| | | | | TOTAL - PARTS | 61.92 |

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

| | |
|---|---|
| LABOR | 196.00 |
| PARTS | 61.92 |
| JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL | 257.92 |

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

LABOR----------

J# 3 02FOZ99P 27 POINT INSPECTION TECH(S):0066 0.00

MULTIPOINT INSPECTION
YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE AT
THE NUMBER YOU HAVE PROVIDED. YOU AGREE THAT WE MAY CONTACT
YOU REGARDING CUSTOMER SERVICE UPDATES R OFFERS VIA AUTO-DIA
LER TEXT. IF YOU DO NOT AGREE, YOU MAY PROVIDE A LANDLINE NU
MBER. YOU MAY OPT OUT AT ANY TIME.
COMPLETED MULTIPOINT INSPECTION

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

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES----------

LABOR----------

**TERMS STRIC**

UNLESS PRIOR ARRANGEMENTS MADE

"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 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 hereto." 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 nor authorizes any other person to assume for it liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**DISCLAIMER OF WARRANTIES**

ANY WARRANTY 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 NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

NOTICE PURSUANT TO
PROPERTY CODE §70.001

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

X _____
SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE

*Thank You!*



The Reynolds and Reynolds Company ERAINTINVE CC6689629 Q (03/18)

# Karl Klement Ford

Highway 81 & 287 Bypass
PO Box 505
Decatur, TX 76234
(940) 627-1101
(817) 430-8610

[redacted]

| | | | |
|---|---|---|---|
| ADVISOR HEATHER | 1289 | TAG NO. 4836 | |
| LABOR RATE | LICENSE NO. | MILEAGE 45,364 | |
| YEAR / MAKE / MODEL 18/FORD TRUCK/ECOSPORT/ECOSPORT FWD | | | |
| VEHICLE I.D. NO. MAJ3P1TE8JC[redacted] | | | |
| F. T. E. NO. | P. O. NO. | | |
| COMMENTS | | | |

[redacted]

J# 4+70FOZRC RENTAL TECH(S):0066 0.00
NO RENTAL NEEDED
.

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

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------

J# 5+02FOZGTIRE GREEN TIRES TECH(S):5 0.00
TIRES IN THE GREEN AT THIS TIME
ALL TIRES AT 6/32 AND OR ABOVE AT THIS TIME

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------

J# 6+02FOZGBK GREEN BRAKE TECH(S):5 0.00
BRAKES IN THE GREEN AT THIS TIME
BRAKES OVER 5MM (DISC) OR OVER 2MM (DRUM)

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES----------

LABOR----------

J# 7+02FOZGBAT GREEN BATTERY TECH(S):5 0.00
BATTERY TEST GOOD AT THIS TIME
BATTERY TEST GOOD AT THIS TIME

JOB# 7 TOTALS----------

JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 0.00

TECHNICIAN CERTIFICATION----------

| | | |
|---|---|---|
| 0066 | DANIEL | 0066 |
| 5 | TECH | 5 |

UNLESS PRIOR ARRANGEMENTS MADE

"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 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 hereto." 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 nor authorizes any other person to assume for it liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**DISCLAIMER OF WARRANTIES**

ANY WARRANTY 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 NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

NOTICE PURSUANT TO
PROPERTY CODE §70.001

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

X _____
SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE

*Thank You!*

The Reynolds and Reynolds Company ERAINTINVE CC669629 Q (03/18)

 [CONTINUED ON NEXT PAGE] 09:21am

# Karl Klement Ford

Highway 81 & 287 Bypass
PO Box 505
Decatur, TX 76234
(940) 627-1101
(817) 430-8610

[redacted]

CE[redacted]

| | | | |
|---|---|---|---|
| ADVISOR: HEATHER | [redacted] | | INVOICE DATE: 12/21/20 |
| LABOR RATE | LICENSE NO. | MILEAGE: 45,364 | COLOR: RUBY RED M |
| YEAR / MAKE / MODEL: 18/FORD TRUCK/ECOSPORT/ECOSPORT FWD | | | DELIVERY DATE: 07/31/18 |
| VEHICLE I.D. NO.: M A J 3 P 1 T E 8 J C[redacted] | | | SELLING DEALER NO. |
| F. T. E. NO. | P. O. NO. | | R. O. DATE: 11/04/20 |
| COMMENTS | | | |

TOTALS----------

**********
* *
* [ ] CASH [ ] CHECK CK NO. [ ] *
* *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* *
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *
* *
**********

| | |
|---|---|
| TOTAL LABOR.... | 196.00 |
| TOTAL PARTS.... | 61.92 |
| TOTAL SUBLET... | 965.19 |
| TOTAL G.O.G.... | 0.00 |
| TOTAL MISC CHG. | 0.00 |
| TOTAL MISC DISC | 0.00 |
| TOTAL TAX..... | 55.86 |
| **TOTAL INVOICE $** | **1278.97** |

At Karl Klement Ford our goal is your Complete Satisfaction. If you did not receive world class service. I would appreciate you comments in order to improve our processes for all Karl Klement Ford customers. Please contact Scott McCoy @(940)393-8095.
********** Thank you for your business**********

CUSTOMER SIGNATURE

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

**TERMS STRICTLY CASH:**
UNLESS PRIOR ARRANGEMENTS MADE

"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 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 hereto." 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 nor authorizes any other person to assume for it liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**DISCLAIMER OF WARRANTIES**

ANY WARRANTY 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 NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

NOTICE PURSUANT TO
PROPERTY CODE §70.001

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

X _____
SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE

*Thank You!*



The Reynolds and Reynolds Company ERAINTNVE CC669629 Q (03/18)

# Karl Klement Ford

Highway 81 & 287 Bypass
PO Box 505
Decatur, TX 76234
(940) 627-1101
(817) 430-8610

[redacted]

CEL [redacted]

| | | | |
|---|---|---|---|
| ADVISOR: SCOTT | [redacted] | | INVOICE DATE: 08/21/18 |
| LABOR RATE | LICENSE NO. | MILEAGE 7 | COLOR: RUBY RED ME |
| YEAR/MAKE/MODEL: 18/FORD TRUCK/ECOSPORT/ECOSPORT FWD | | | DELIVERY DATE: 07/31/18 |
| VEHICLE I.D. NO.: M A J 3 P 1 T E 8 J C [redacted] | | | SELLING DEALER NO. |
| F. T. E. NO. | P.O. NO. | | R. O. DATE: 08/08/18 |
| COMMENTS | | | |

LABOR----------

J# 1 03FOZ02 STATE INSPECT 2 YEAR TECH(S):5 INTERNAL

NEW CAR DEPT REQUESTS 2 YEAR STATE INSPECTION
NOT DONE, COMPUTER DOWN.

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

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

TECHNICIAN CERTIFICATION----------

5 TECH 5

TOTALS----------

| | |
|---|---|
| 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** |

**********
* *
* [ ] CASH [ ] CHECK CK NO. [ ] *
* *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* *
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *
* *
**********

At Karl Klement Ford our goal is your Complete Satisfaction. If you did not receive world class service. I would appreciate you comments in order to improve our processes for all Karl Klement Ford customers. Please contact Scott McCoy @(940)393-8095.
********** Thank you for your business**********

CUSTOMER SIGNATURE

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

TERMS STRICTLY CASH.

UNLESS PRIOR ARRANGEMENTS MADE

"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 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 hereto." 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 nor authorizes any other person to assume for it liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**DISCLAIMER OF WARRANTIES**

ANY WARRANTY 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 NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

NOTICE PURSUANT TO PROPERTY CODE §70.001

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

X _____
SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE

*Thank You!*



The Reynolds and Reynolds Company ERAINTINVE CC669629 Q (03/18)

# ID Card

[redacted]



## Current Policy Period

February 06, 2021 - August 06, 2021

Save Print Email

Mail Fax

**Texas Liability Insurance Card**

[redacted]

| Year | Make | Model |
|---|---|---|
| 2018 | Ford | Ecosport |
| 1995 | Chevrolet | [redacted] |

[redacted]

Looking for a driver or vehicle?





PE23-015 000787 LC SV



LEMBERG LAW

**Sergei Lemberg, Esq.**
**Managing Partner**
✆ +1.203.653.2250 x 5500
☎ +1.203.653.3424
✉ slemberg@lemberglaw.com

January 18, 2022

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2018 Ford EcoSport SE |
| **VIN #** | MAJ3P1TE1JC[redacted] |
| **Record Owner** | Flanisha Renee Higginbotham |
| **State of Purchase or Lease** | Missouri |

Dear Sir or Madam:

Lemberg Law, L.L.C. is writing on behalf of its above referenced client, [redacted], i.e. Record Owner, with regard to the above vehicle. **Please consider this your notice for an opportunity to correct the defects specified below.** Should litigation become necessary, a lawsuit shall be filed in the Missouri federal court. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Missouri consumers.

Since the purchase date and during the warranty period, this vehicle has been subject to repair and out of service for at least 94 days due to the vehicle not starting, "check engine" light coming on, serious engine malfunction, and same defects continue to persist.

The nonconformities listed above substantially impair the vehicle's use, value, and safety to our client and constitute a breach of warranty. Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a full refund for the defective vehicle which includes the contract price, plus all sales tax, document fees, finance interest, satisfaction of all liens, the costs of any added optional equipment, any out-of-pocket repair expenses, the unexpended portion of any registration and plates, incidental and consequential damages, plus payment of all costs and attorney's fees.

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

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. In return for a full refund as detailed herein, our client will waive any incidental and consequential damages for aggravation and inconvenience at this point. Please note that our attorney's fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys.

Sincerely,

*/s/ Sergei Lemberg*

Sergei Lemberg, Esq.
(*Admitted to the Eastern District of Missouri Federal Court*)



PE23-015 000791 LC SV

Alex Simanovsky & Associates, LLC
2300 Henderson Mill Rd.
Suite 300
Atlanta, GA 30345

ATLANTA METRO 301
13 OCT 2020PM 12L




Ford Motor Company
World Headquarters
Office of the General Counsel
One American Road
Dearborn, MI 48126




48126-279899

# ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@FILELEMONLAW.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GEORGIA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-570-5413

RECEIVED
OCT 19 2020
FORD MOTOR COMPANY
OFFICE OF THE GENERAL COUNSEL

October 7, 2020

Ford Motor Company
World Headquarters
Office of the General Counsel
One American Road
Dearborn, MI 48126

**RE:** [redacted]

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Electrical;**
3. **Check engine light;**
4. **Driveability;**
5. **No start;**
6. **Excessive repair attempts;**
7. **Excessive days out of service.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

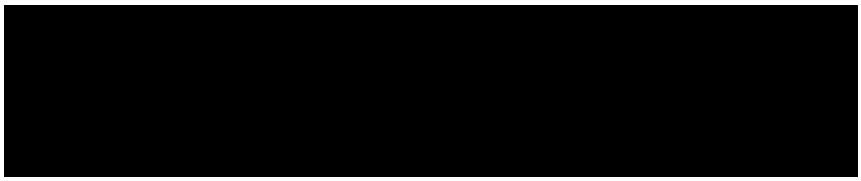
This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC







# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
9111 Cross Park Drive
Suite D200
Knoxville, TN 37923

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


April 10, 2023

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

[redacted]

Dear Sir/Madam:

This letter shall serve as formal notice pursuant to Tennessee's "Lemon Law," Tenn. Code Ann. § 55-24-102.

I am writing on behalf of [redacted] who has retained our firm to represent her legal interests relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. **The only exception is the dealership may communicate with our client in reference to current and future repairs. The dealer must also provide all necessary documentation for our client including but not limited to repair orders, sales documents and current registration.** Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

[redacted] has informed me that she purchased the above-referenced vehicle in August 2022 from Homer Skelton Ford of Millington, LLC located at [redacted], and the vehicle is registered in Tennessee. However, the vehicle suffers from issues with the engine and losing oil. Due to Ford's failure to properly repair the vehicle our client now seeks a cash demand of $10,000 inclusive of attorney's fees in lieu of a repurchase pursuant to Tennessee's "Lemon Law."

.

Accordingly, Shannon Hyden demands that Ford make a cash offer of $10,000 inclusive of attorney's fees in lieu of repurchasing the above-referenced vehicle within thirty (30) days from the receipt of this correspondence pursuant to Tennessee's "Lemon Law," Tenn. Code Ann. § 55-24-

103(a). Although we prefer to resolve this matter amicably, if possible, I must nevertheless inform you that unless you respond to the foregoing demand within ten (10) days from the receipt of this correspondence, I shall advise our client to pursue all available legal remedies, including violation of Tennessee's "Lemon Law," Breach of Express Warranty, and violation of the Magnuson-Moss Warranty Act, therefore, I urge you to respond promptly to this demand.

Please direct all communications to my attention.

Respectfully submitted,



CC: Homer Skelton Ford of Millington, LLC 9030 State Highway 3 Millington, TN 38053



[redacted]

**CT Corporation**
**Service of Process Notification**
10/04/2022
CT Log Number [redacted]

## Service of Process Transmittal Summary

**TO:** Chuck Morici
FORD MOTOR COMPANY
1 American Rd
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:** | Re: [redacted], an Individual // To: Ford Motor Company |
| **DOCUMENT(S) SERVED:** | Summons, Complaint, Attachment(s), Notice(s) |
| **COURT/AGENCY:** | San Diego County - Superior Court, CA<br>Case # [redacted] |
| **NATURE OF ACTION:** | Product Liability Litigation - Lemon Law - 2018 Ford Ecosport, Vehicle Identification Number MAJ3P1TEXJC[redacted] |
| **PROCESS SERVED ON:** | C T Corporation System, GLENDALE, CA |
| **DATE/METHOD OF SERVICE:** | By Process Server on 10/04/2022 at 14:24 |
| **JURISDICTION SERVED:** | California |
| **APPEARANCE OR ANSWER DUE:** | Within 30 days after service (Document(s) may contain additional answer dates) |
| **ATTORNEY(S)/SENDER(S):** | Carey Wood<br>Consumer Law Experts, P.C.<br>5757 W. Century Blvd.<br>Suite 500<br>Los Angeles, CA 90045<br>310-442-1410 |
| **ACTION ITEMS:** | CT has retained the current log, Retain Date: 10/05/2022, Expected Purge Date: 10/10/2022<br><br>Image SOP |
| **REGISTERED AGENT CONTACT:** | C T Corporation System<br>330 N BRAND BLVD<br>STE 700<br>GLENDALE, CA 91203<br>877-564-7529<br>MajorAccountTeam2@wolterskluwer.com |

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Tue, Oct 4, 2022
**Server Name:** JOSE SORIANO

| | |
|---|---|
| Entity Served | FORD MOTOR COMPANY |
| Case Number | [redacted] |
| Jurisdiction | CA |

| Inserts | | |
|---|---|---|
| | | |

SUM-100

# SUMMONS
## (CITACION JUDICIAL)

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

FORD MOTOR COMPANY; and DOES 1 through 50, inclusive

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

[redacted]

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

**ELECTRONICALLY FILED**
Superior Court of California,
County of San Diego
**09/29/2022** at 05:30:38 PM
Clerk of the Superior Court
By Vanessa Sezenol,Deputy Clerk

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), 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):* Hall of Justice
330 West Broadway
San Diego, CA 92101

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

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
*(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*
Consumer Law Experts, P.C., 5757 W. Century Blvd., Suite 500, Los Angeles, CA 90045; (310) 442-1410

DATE: 09/30/2022 *(Fecha)*
Clerk, by *(Secretario)* [redacted], Deputy *(Adjunto)*

*(For proof of service of this summons, use* Proof of Service of Summons *(form POS-01*
*(Para prueba de entrega de esta citatión use el formulario* Proof of Service of Summon

[SEAL]

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



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

PE23-015 000802 LC SV

[redacted]

**ELECTRONICALLY FILED**
Superior Court of California,
County of San Diego
**09/29/2022** at 05:30:36 PM
Clerk of the Superior Court
By Vanessa Sezenol,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

[redacted]

Plaintiff,

vs.

FORD MOTOR COMPANY; and DOES 1 through 50, inclusive

Defendants.

**COMPLAINT FOR VIOLATION OF STATUTORY OBLIGATION**

**DEMAND FOR JURY TRIAL**



PE23-015 000803 LC SV

TO THE HONORABLE COURT AND DEFENDANTS HEREIN:

COMES NOW Plaintiff [redacted] an individual, (hereinafter referred to as "Plaintiff"), for causes of action against Defendants, FORD MOTOR COMPANY and DOES 1 through 50, inclusive, as follows:

**PARTIES**

1. As used in this Complaint, the word "Plaintiff" shall refer to Plaintiff, [redacted]

2. Plaintiff, is, and at all times mentioned herein was, a resident of the County of San Diego, State of California.

3. As used in this Complaint, the word "Defendant" shall refer to all Defendants named in this Complaint.

4. Defendant is, and at all times mentioned herein was, a corporation organized and in existence under the laws of the State of Delaware and registered with the California Department of Corporations to conduct business in the State of California. Defendant is, and at all times mentioned herein was, engaged in the design, manufacture, construction, assembly, marketing, sale, and distribution of automobiles, motor vehicles and other related components and services in San Diego County.

5. Plaintiff is ignorant of the true names and/or capacities, whether individual, corporate, associate, or otherwise, of defendants DOES 1 through 50, inclusive, and each of them. Plaintiff will amend this Complaint and state the true names and/or capacities of said fictitiously named defendants when the same have been ascertained.

**GENERAL ALLEGATIONS**

6. On or about September 2, 2018, in exchange for valuable consideration, Plaintiff purchased a 2018 Ford Ecosport (hereinafter "Vehicle"), manufactured and/or distributed by Defendant, with corresponding Vehicle Identification Number MAJ3P1TEXJC[redacted]

7. The total amount paid and payable, incidental and consequential damages and civil penalties exceeds $25,000.

8. Plaintiff purchased the Vehicle primarily for personal, family, or household purposes.

9. Plaintiff purchased the Vehicle from a person or entity in the business of manufacturing, distributing, or selling consumer goods at retail.

10. In connection with the purchase of the Vehicle, Plaintiff received an express written warranty in which Defendant undertook to preserve or maintain the utility or performance of the Vehicle or to provide compensation if there is a failure in utility or performance for a specified period of time. The warranty provided, in relevant part, that in the event a defect developed with the Vehicle during the warranty period, Plaintiff could deliver the Vehicle for repair services to Defendant's representative and the Vehicle would be repaired.

11. After Plaintiff took possession of the Vehicle and during the warranty period, the Vehicle contained or developed defects, listed below, that substantially impair the use, safety, and/or value of the Vehicle.

12. During the warranty period, the Vehicle contained or developed defects, including, but not limited to the following:

a. Defective engine;

b. Defective safety system;

c. Defective electrical system;

d. Defective ignition system; and

e. Any additional complaints made by Plaintiff, whether or not they are contained in the records or on any repair orders.

13. The defects listed above violate the express written warranties issued by Defendant, as well as the implied warranty of merchantability.

14. Plaintiff provided Defendant and its representatives in this state sufficient opportunity to service or repair the Vehicle.

15. Defendant and its representatives in this state were unable and/or failed to service or repair the Vehicle within a reasonable number of attempts.

16. Said defects have substantially impaired the safety, use and/or value of the Vehicle.

17. Said defects could not have been discovered by Plaintiff prior to Plaintiff's acceptance of the Vehicle.

18. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of the express and implied warranties.

**FIRST CAUSE OF ACTION**

**BY PLAINTIFF AGAINST DEFENDANT**

**VIOLATION OF SUBDIVISION (d) OF CIVIL CODE SECTION 1793.2**

19. Plaintiff re-alleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 18, inclusive, of the General Allegations, above.

20. Plaintiff presented the Vehicle for repair to Defendant and its representatives in this state for various defects that substantially impair the safety, use and/or value of the Vehicle.

21. Defendant and its representatives in this state have been unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of opportunities. Despite this fact, Defendant failed to promptly replace the Vehicle or make restitution to Plaintiff as required by Civil Code section 1793.2, subdivision (d) and Civil Code section 1794, subdivision (a).

22. Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2, subdivision (d), and therefore brings this Cause of Action pursuant to Civil Code section 1794.

23. Defendant's failure to comply with its obligations under Civil Code section 1793.2, subdivision (d) was willful, in that Defendant and its representative were aware that they were unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of repair attempts, yet Defendant failed and refused to promptly replace the Vehicle or make restitution. Accordingly, Plaintiff is entitled to a civil

penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (c).

24. Defendant does not maintain a qualified third-party dispute resolution process which substantially complies with Civil Code section 1793.22. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (e).

25. Plaintiff seeks civil penalties pursuant to section 1794, subdivisions (c), and (e) in the alternative and does not seek to cumulate civil penalties, as provided in Civil Code section 1794, subdivision (e)(5).

**SECOND CAUSE OF ACTION**

**BY PLAINTIFF AGAINST DEFENDANT**

**VIOLATION OF SUBDIVISION (b) OF CIVIL CODE SECTION 1793.2**

26. Plaintiff re-alleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 25, inclusive, of the General Allegations, above.

27. Although Plaintiff presented the Vehicle to Defendant's representative in this state, Defendant and its representative failed to commence the service or repairs within a reasonable time and failed to service or repair the Vehicle so as to conform to the applicable warranties within 30 days, in violation of Civil Code section 1793.2, subdivision (b). Plaintiff did not extend the time for completion of repairs beyond the 30-day requirement.

28. Plaintiff has been damaged by Manufacturer's failure to comply with its obligations pursuant to Civil Code section 1793.2(b), and therefore brings this Cause of Action pursuant to Civil Code section 1794.

29. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the Vehicle, and has exercised a right to cancel the sale. By serving this Complaint, Plaintiff does so again. Accordingly, Plaintiff seeks the remedies provided in California Civil Code section 1794(b)(1), including the entire purchase price. In the alternative, Plaintiff seeks the remedies

set forth in California Civil Code section 1794(b)(2), including the diminution in value of the Vehicle resulting from its defects. Plaintiff believes that, at the present time, the Vehicle's value is *de minimis*.

30. Defendant's failure to comply with its obligations under Civil Code section 1793.2(b) was willful, in that Defendant and its representative were aware that they were obligated to service or repair the Vehicle to conform to the applicable express warranties within 30 days, yet they failed to do so. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794(c).

**THIRD CAUSE OF ACTION**

**BY PLAINTIFF AGAINST DEFENDANT**

**VIOLATION OF SUBDIVISION (a)(3) OF CIVIL CODE SECTION 1793.2**

31. Plaintiff re-alleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 30, inclusive, of the General Allegations, above.

32. In violation of Civil Code section 1793.2, subdivision (a)(3), Defendant failed to make available to its authorized service and repair facilities sufficient service literature and replacement parts to effect repairs during the express warranty period. Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2(a)(3), and therefore brings this Cause of Action pursuant to Civil Code section 1794.

33. Defendant's failure to comply with its obligations under Civil Code section 1793.2, subdivision (a)(3) was wilful, in that Defendant knew of its obligation to provide literature and replacement parts sufficient to allow its repair facilities to effect repairs during the warranty period, yet Defendant failed to take any action to correct its failure to comply with the law. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages; pursuant to Civil Code section 1794(c).

///

///

**FOURTH CAUSE OF ACTION**

**BY PLAINTIFF AGAINST DEFENDANT**

**BREACH OF EXPRESS WRITTEN WARRANTY**

**CIVIL CODE SECTION 1791.2 SUBDIVISION (a); SECTION 1794**

34. Plaintiff re-alleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 33, inclusive, of the General Allegations, above.

35. In accordance with Defendant's warranty, Plaintiff delivered the Vehicle to Defendant's representative in this state to perform warranty repairs. Plaintiff did so within a reasonable time. Each time Plaintiff delivered the Vehicle, Plaintiff notified Defendant and its representative of the characteristics of the defects. However, the representative failed to repair the Vehicle, breaching the terms of the written warranty on each occasion.

36. Plaintiff has been damaged by Defendant's failure to comply with its obligations under the express warranty, and therefore brings this Cause of Action pursuant to Civil Code section 1794.

37. Defendant's failure to comply with its obligations under the express warranty was willful, in that Defendant and its authorized representative were aware that they were obligated to repair the Defects, but they intentionally refused to do so. Accordingly, Plaintiff is entitled to a civil penalty of two times of Plaintiff's actual damages pursuant to Civil Code section 1794(c).

**FIFTH CAUSE OF ACTION**

**BY PLAINTIFF AGAINST DEFENDANT**

**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**

**CIVIL CODE SECTION 1791.1; SECTION 1794**

38. Plaintiff re-alleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 37, inclusive, of the General Allegations, above.

///

39. Pursuant to Civil Code section 1792, the sale of the Vehicle was accompanied by Defendant's implied warranty of merchantability. Pursuant to Civil Code section 1791.1, the duration of the implied warranty is coextensive in duration with the duration of the express written warranty provided by Defendant, except that the duration is not to exceed one-year.

40. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability means and includes that the Vehicle will comply with each of the following requirements: (1) The Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of fact made on the container or label.

41. On or about September 2, 2018, or within one-year thereafter, the Vehicle contained or developed the defects set forth above. The existence of each of these defects constitutes a breach of the implied warranty because the Vehicle (1) does not pass without objection in the trade under the contract description, (2) is not fit for the ordinary purposes for which such goods are used, (3) is not adequately contained, packaged, and labelled, and (4) does not conform to the promises or affirmations of fact made on the container or label.

42. Plaintiff has been damaged by Defendant's failure to comply with its obligations under the implied warranty, and therefore brings this Cause of Action pursuant to Civil Code section 1794.

**PRAYER**

PLAINTIFF PRAYS for judgment against Defendant as follows:

a. For Plaintiff's actual damages in the amount according to proof at trial;

b. For restitution;

c. For a civil penalty in the amount of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (c) or (e);

d. For any consequential and incidental damages;

///

e. For costs of the suit and Plaintiff's reasonable attorneys' fees pursuant to Civil Code section 1794, subdivision (d);

f. For prejudgment interest at the legal rate; and

g. For such other relief as the Court may deem proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial on all causes of action asserted herein.

Dated: September 29, 2022

CONSUMER LAW EXPERTS, PC

[redacted]

Attorney for Plaintiff,

[redacted]

[redacted]

CM-010

FOR COURT USE ONLY

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
09/29/2022 at 05:30:38 PM
Clerk of the Superior Court
By Vanessa Sezenol, Deputy Clerk

CIVIL CASE COVER SHEET

[X] 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)

CASE NUMBER: [redacted]

JUDGE: Judge Timothy Taylor

DEPT.:

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

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

**Auto Tort**
- [ ] 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**
- [X] 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 [X] 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. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify)*: Five (5)
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You ma*[redacted]

Date: September 29, 2022

Carey Wood, Esq.

(TYPE OR PRINT NAME) (SIG[redacted]TY)

## 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.September 1, 2021]

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

PE23-045-000812-LC SV

## 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



**For your protection and privacy, please press the Clear This Form button after you have printed the form.**

Print this form | Save this form | Clear this form

| SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO | |
|---|---|
| STREET ADDRESS: 330 W Broadway<br>MAILING ADDRESS: 330 W Broadway<br>CITY AND ZIP CODE: San Diego, CA 92101-3827<br>DIVISION: Central<br>TELEPHONE NUMBER: (619) 450-7072 | |
| PLAINTIFF(S) / PETITIONER(S): [redacted] | |
| DEFENDANT(S) / RESPONDENT(S): Ford Motor Company | |
| JARAMILLO VS FORD MOTOR COMPANY [IMAGED] | |
| **NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE (CIVIL)** | CASE NUMBER: [redacted] |

**CASE ASSIGNED FOR ALL PURPOSES TO:**

Judge: Timothy Taylor Department: C-72

**COMPLAINT/PETITION FILED:** 09/29/2022

| TYPE OF HEARING SCHEDULED | DATE | TIME | DEPT | JUDGE |
|---|---|---|---|---|
| Civil Case Management Conference | 03/17/2023 | 09:30 am | C-72 | Timothy Taylor |

**Due to the COVID-19 pandemic, all Case Management Conferences (CMCs) are being conducted virtually unless there is a court order stating otherwise.** Prior to the hearing date, visit the "virtual hearings" page for the most current instructions on how to appear for the applicable case-type/department on the court's website at www.sdcourt.ca.gov.

A Case Management Statement (JC Form #CM-110) must be completed by counsel for all parties and by all self-represented litigants and timely filed with the court at least 15 days prior to the initial CMC. (San Diego Superior Court (SDSC) Local Rules, rule 2.1.9; Cal. Rules of Court, rule 3.725).

All counsel of record and self-represented litigants must appear at the CMC, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of Alternative Dispute Resolution (ADR) options.

It is the duty of each plaintiff (and cross-complainant) to serve a copy of this Notice of Case Assignment and Case Management Conference (SDSC Form #CIV-721) with the complaint (and cross-complaint), the Alternative Dispute Resolution (ADR) Information Form (SDSC Form # CIV-730), a Stipulation to Use Alternative Dispute Resolution (ADR) (SDSC Form # CIV-359), and other documents on all parties to the action as set out in SDSC Local Rules, rule 2.1.5.

**TIME FOR SERVICE AND RESPONSE:** The following rules apply to civil cases except for collections cases under California Rules of Court, rule 3.740(a), unlawful detainer actions, proceedings under the Family Code, and other proceedings for which different service requirements are prescribed by law (Cal. Rules of Court, rule 3.110; SDSC Local Rules, rule 2.1.5):

- **Service:** The complaint must be served on all named defendants, and proof of service filed with the court within 60 days after filing the complaint. An amended complaint adding a defendant must be served on the added defendant and proof of service filed within 30 days after filing of the amended complaint. A cross-complaint against a party who has appeared in the action must be accompanied by proof of service on that party at the time it is filed. If it adds a new party, the cross-complaint must be served on all parties and proof of service on the new party must be filed within 30 days of the filing of the cross-complaint.
- **Defendant's appearance:** Unless a special appearance is made, each defendant served must generally appear (as defined in Code of Civ. Proc. § 1014) within 30 days of service of the complaint/cross-complaint.
- **Extensions:** The parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint (SDSC Local Rules, rule 2.1.6). If a party fails to serve and file pleadings as required under this rule, and has not obtained an order extending time to serve its pleadings, the court may issue an order to show cause why sanctions shall not be imposed.

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

**COURT REPORTERS:** Official Court Reporters are not normally available in civil matters, but may be requested in certain situations no later than 10 days before the hearing date. See SDSC Local Rules, rule 1.2.3 and Policy Regarding Normal Availability and Unavailability of Official Court Reporters (SDSC Form #ADM-317) for further information.

**ALTERNATIVE DISPUTE RESOLUTION (ADR):** The court discourages any unnecessary delay in civil actions; therefore, continuances are discouraged and timely resolution of all actions, including submitting to any form of ADR is encouraged. The court encourages and expects the parties to consider using ADR options prior to the CMC. The use of ADR will be discussed at the CMC. Prior to the CMC, parties stipulating to the ADR process may file the Stipulation to Use Alternative Dispute Resolution (SDSC Form #CIV-359).

# NOTICE OF E-FILING REQUIREMENTS AND IMAGED DOCUMENTS

Effective April 15, 2021, e-filing is required for attorneys in represented cases in all limited and unlimited civil cases, pursuant to the San Diego Superior Court General Order: In Re Procedures Regarding Electronically Imaged Court Records, Electronic Filing and Access to Electronic Court Records in Civil and Probate Cases. Additionally, you are encouraged to review CIV-409 for a listing of documents that are not eligible for e-filing. E-filing is also encouraged, but not mandated, for self-represented litigants, unless otherwise ordered by the court. All e-filers are required to comply with the e-filing requirements set forth in Electronic Filing Requirements (Civil) (SDSC Form #CIV-409) and Cal. Rules of Court, rules 2.250-2.261.

All Civil cases are assigned to departments that are part of the court's "Imaging Program." This means that original documents filed with the court will be imaged, held for 30 days, and then destroyed, with the exception of those original documents the court is statutorily required to maintain. The electronic copy of the filed document(s) will be the official court record, pursuant to Government Code § 68150. Thus, original documents should not be attached to pleadings filed with the San Diego Superior Court, unless it is a document for which the law requires an original be filed. Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant, or petitioner to serve a copy of this Notice of Case Assignment and Case Management Conference (Civil) (SDSC Form #CIV-721) with the complaint, cross-complaint, or petition on all parties to the action.

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

The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and may be found on the court's website at www.sdcourt.ca.gov.

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: [redacted] CASE TITLE: [redacted] vs Ford Motor Company [IMAGED]

**NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:**
**(1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),**
**(2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), *and***
**(3) the Notice of Case Assignment form (SDSC form #CIV-721).**

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

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

### Potential Advantages and Disadvantages of ADR

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

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

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

### Most Common Types of ADR

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

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

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

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

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

## Local ADR Programs for Civil Cases

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

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

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

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

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

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

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

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

## Legal Representation and Advice

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

| SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO | FOR COURT USE ONLY |
|---|---|
| STREET ADDRESS: 330 West Broadway<br>MAILING ADDRESS: 330 West Broadway<br>CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827<br>BRANCH NAME: Central | |
| PLAINTIFF(S): [redacted] | |
| DEFENDANT(S): Ford Motor Company | |
| SHORT TITLE: [redacted] VS FORD MOTOR COMPANY [IMAGED] | |
| **STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)** | CASE NUMBER: [redacted] |

Judge: Timothy Taylor Department: C-72

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

- ☐ Mediation (court-connected)
- ☐ Mediation (private)
- ☐ Voluntary settlement conference (private)
- ☐ Neutral evaluation (private)
- ☐ Other (*specify e.g., private mini-trial, private judge, etc.*): _____
- ☐ Non-binding private arbitration
- ☐ Binding private arbitration
- ☐ Non-binding judicial arbitration (discovery until 15 days before trial)
- ☐ Non-binding judicial arbitration (discovery until 30 days before trial)

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

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

Date: _____ Date: _____

Name of Plaintiff Name of Defendant

Signature Signature

Name of Plaintiff's Attorney Name of Defendant's Attorney

Signature Signature

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

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

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

Dated: 09/30/2022

JUDGE OF THE SUPERIOR COURT



LEMBERG LAW

**Sergei Lemberg, Esq.**
**Managing Partner**
✆ +1.203.653.2250
☎ +1.203.653.3424
✉ slemberg@lemberglaw.com

July 20, 2023

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2020 Ford EcoSport SE |
| **VIN #** | MAJ3S2GE6L[redacted] |
| **Record Owner** | [redacted] |
| **State of Purchase or Lease** | [redacted] |

Dear Sir or Madam:

Lemberg Law LLC is writing on behalf of the above client with regard to the above vehicle purchased in Maryland State. **Please consider this your notice for an opportunity to correct the defects specified below.** Should litigation become necessary, a lawsuit shall be filed in the Michigan court. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service over 2 months and subject to at least 3 repairs due to infotainment system failure, screen going black, vehicle trim not fitting properly, catastrophic engine failure, and the last defect continues to persist.

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

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

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

Sincerely,

*/s/ Sergei Lemberg*

Sergei Lemberg

[redacted]

**SHAFFER FORD, INC.**

Shipping Address:
10335 Mt. Savage Rd. NW
Cumberland, MD 21502

Mailing Address:
P.O. Box 3323
LaVale, MD 21504-3323

*You're Safer With Shaffer*

Phone: 301-777-3900
Service: 301-777-0947
Body Shop: 301-777-1024
Toll Free: 1-800-423-5795

689 DAVID P MOYER

| COLOR | YEAR | MAKE/MODEL | VIN | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|
| SMOKE META | 20 | FORD ECOSPORT | MAJ3S2GE6LC | 10649/10649 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 04MAR21 DD | 02JAN20 | | 17:00 20MAY21 | | 105.00 | CASH | 10JUL23 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:2020084T<br>ENG:99E_1.0L_ECOBOOST_ENGINE<br>TRN:447_6-SPD_AUTO_TRANS_W/SLCTSHFT AXL:40 |
|---|---|---|
| 10:00 08APR21 | 15:33 20MAY21 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A OWNER REPORTS HAS POOR FIT OF DRIVERS SIDE INTERIOR A PILLAR TRIM PANEL. | | | |
| CAUSE: . | | | |
| 999A ADDITIONAL - MISC. REPAIRS - L | | | |
| 749 WF | | | (N/C) |
| 1 GN1Z*5803599*AB MOULDING - WINDSHIELD | | | (N/C) |
| 4 *W710338*S303 CLIP | | | (N/C) |
| FC: T53 33 | | | |
| PART#: GN1Z*5803599*AB | | | |
| COUNT: | | | |
| CLAIM TYPE: | | | |
| AUTH CODE: | | | |
| 749 | | | |
| 10649 VERIFIED CUSTOMER CONCERN. A PILLAR TRIM LOOSE FIT. REMOVED AND REPLACED A PILLAR TRIM. | | | |
| ********** | | | |
| B** OIL,FILTER CHANGE,ROTATE,CHECK BATTERY,BELTS,HOSES,FLUIDS,AIR FILTER,BRAKES,MULTI POINT INSPSCTION | | | |
| WORKS OIL,FILTER CHANGE,ROTATE,CHECK BATTERY,BELTS,HOSES,FLUIDS,AIR FILTER,BRAKES,MULTI POINT INSPSCTION | | | |
| 749 CPF | | 22.80 | 22.80 |
| 1 BE8Z*6731*AB KIT - ELEMENT & GASKET - OIL F | 4.69 | 4.69 | 4.69 |
| 5 XO*5W20*BSP MOTORCRAFT SAE 5W-20 API GF-5 | 3.86 | 3.86 | 19.30 |
| 10649 LOF, ROTATE | | | |
| ********** | | | |
| C** VEHICLE REPORT CARD / MULTI-POINT INSPECTION | | | |
| 99P VEHICLE REPORT CARD / MULTI-POINT INSPECTION | | | |
| 749 CPF | | 0.00 | 0.00 |
| GBATT BATTERY OK - BATTERY IN GOOD CONDITION | | | |
| 749 CPF | | 0.00 | 0.00 |
| GTIRE TIRES - TIRE TREAD AND WEAR OK AT THIS TIME | | | |
| 749 CPF | | 0.00 | 0.00 |
| GBK BRAKE LININGS ABOVE MINIMUM WEAR LIMITS AT | | | |

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)

LIMITED WARRANTY

Service/Parts are warranted 12,000 miles or 12 months, whichever occurs first. This warranty does not exclude or modify any other warranty prescribed by law. Labor charges are based on prevailing hourly labor rates - times motors manual suggested time schedule.

CUSTOMER SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES | |
| TOTAL CHARGES | |
| | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

**CUSTOMERS COPY**

[redacted]

[redacted]

**SHAFFER FORD, INC.**

Shipping Address:
10335 Mt. Savage Rd. NW
Cumberland, MD 21502

Mailing Address:
P.O. Box 3323
LaVale, MD 21504-3323

*You're Safer With Shaffer*

Phone: 301-777-3900
Service: 301-777-0947
Body Shop: 301-777-1024
Toll Free: 1-800-423-5795

INVOICE



SERVICE ADVISOR: 689 DAVID P MOYER

| | | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|
| SMOKE_META | 20 FORD ECOSPORT | MAJ3S2GE6L[redacted] | | 27037/27039 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 04MAR21 DD | 02JAN20 | | 17:00 16SEP21 | | 105.00 | CASH | 10JUL23 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:2020084T |
|---|---|---|
| | | ENG:99E_1.0L_ECOBOOST_ENGINE |
| 09:37 16SEP21 | 10:12 21SEP21 | TRN:447_6-SPD_AUTO_TRANS_W/SLCTSHFT AXL:40 |

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

A OWNER REPORTS HAVING INTERMITTENT CONDITION OF THE RADIO SCREEN WILL GO BLACK.WILL NOT RECOGNIZE COMMADS.HAS HAPPENDED 5 TIMES IN PAST 2 WEEKS

CAUSE: F

212294A REPROGRAM THE APIM

(N/C)

[redacted]

THANK YOU FOR SELECTING SHAFFER FORD, INC.
FOR YOUR SERVICE NEEDS!

You may receive a survey from Ford Motor Co. regarding your service experience at Shaffer Ford. If, for any reason you are unable to answer any question on the survey as "EXCELLENT" please contact Mike Grabenstein.

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)

LIMITED WARRANTY

Service/Parts are warranted 12,000 miles or 12 months, whichever occurs first. This warranty does not exclude or modify any other warranty prescribed by law. Labor charges are based on prevailing hourly labor rates - times motors manual suggested time schedule.

CUSTOMER SIGNATURE

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

**CUSTOMERS COPY**

[redacted]

[redacted]

# SHAFFER FORD, INC.

Shipping Address:
10335 Mt. Savage Rd. NW
Cumberland, MD 21502

Mailing Address:
P.O. Box 3323
LaVale, MD 21504-3323

*You're Safer With Shaffer*

Phone: 301-777-3900
Service: 301-777-0947
Body Shop: 301-777-1024
Toll Free: 1-800-423-5795

INVOICE



SERVICE ADVISOR: 689 DAVID P MOYER

| | | | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|---|
| SMOKE META | 20 | FORD ECOSPORT | MAJ3S2GE6LC[redacted] | | 55671/55684 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 04MAR21 DD | 02JAN20 | | 17:00 01AUG22 | | 105.00 | CASH | 10JUL23 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:2020084T<br>ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT AXL:40 |
|---|---|---|
| 07:58 01AUG22 | 09:26 30AUG22 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A ENGINE LIGHT IS ON AND LOSS OF POWER. | | | |
| CAUSE: E | | | |
| 6007E ENGINE EXCHANGE - DIAGNOSIS | | | |
| (6006/6007/6009/6012) - M | | | |
| 727 PHILLIPS,FARON R LIC#: PHILLIPS | | | |
| WF | | | (N/C) |
| 8 *W716271*S437 NUT | | | (N/C) |
| 8 *W715309*S300 STUD | | | (N/C) |
| 1 4R8Z*6N652*A GASKET | | | (N/C) |
| 1 F1FZ*9N454*K HEAT SHIELD | | | (N/C) |
| 1 CM5Z*9229*A KIT - "O" RING | | | (N/C) |
| 1 AA5Z*9E583*A SEAL | | | (N/C) |
| 3 CM5Z*9439*A GASKET - INTAKE MANIFOLD | | | (N/C) |
| 4 *W715618*S437 NUT | | | (N/C) |
| 1 CM5Z*9450*A GASKET | | | (N/C) |
| 6 *W716271*S437 NUT | | | (N/C) |
| 1 GN1Z*5A215*A CLAMP - EXHAUST | | | (N/C) |
| 14 *W715474*S437 BOLT AND WASHER ASY - HEX.HEAD | | | (N/C) |
| 1 CM5Z*6K682*L TURBOCHARGER ASY | | | (N/C) |
| 1 G1FZ*6006*A SERVICE ENGINE ASY | | | (N/C) |
| 6 F1FZ*6379*A BOLT - HEX.HEAD | | | (N/C) |
| 1 BM5Z*2A572*A GASKET - VACUUM PUMP | | | (N/C) |
| 4 *W715195*S437 BOLT | | | (N/C) |
| 1 CM5Z*6K679*B PIPE - OIL FEED | | | (N/C) |
| 1 CM5Z*6L092*A TUBE ASY - DRAIN | | | (N/C) |
| 3 HYFS*093*YECX SPARK PLUG | | | (N/C) |
| 2 *W500414*S442 BOLT | | | (N/C) |
| 2 VC*13DL*G ANTI-FREEZE | | | (N/C) |
| 5 XO*5W20*BSP MOTORCRAFT SAE 5W-20 API GF-5 | | | (N/C) |
| 6007E1 INSPECT AND DETERMINE ENGINE CONDITION - CHECK (6006/6007/6009/6012/6675) - L | | | |
| 727 PHILLIPS,FARON R LIC#: PHILLIPS | | | |
| WF | | | (N/C) |

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.

LIMITED WARRANTY

Service/Parts are warranted 12,000 miles or 12 months, whichever occurs first. This warranty does not exclude or modify any other warranty prescribed by law. Labor charges are based on prevailing hourly labor rates - times motors manual suggested time schedule.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES | |
| TOTAL CHARGES | |
| | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

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

CUSTOMER SIGNATURE

**CUSTOMERS COPY**

[redacted]

# SHAFFER FORD, INC.

Shipping Address:
10335 Mt. Savage Rd. NW
Cumberland, MD 21502

Mailing Address:
P.O. Box 3323
LaVale, MD 21504-3323

*You're Safer With Shaffer*

Phone: 301-777-3900
Service: 301-777-0947
Body Shop: 301-777-1024
Toll Free: 1-800-423-5795

689 DAVID P MOYER

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|---|
| SMOKE META | 20 | FORD ECOSPORT | MAJ3S2GE6LC[redacted] | [redacted] | 55671/55684 | [redacted] |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 04MAR21 DD | 02JAN20 | | 17:00 01AUG22 | | 105.00 | CASH | 10JUL23 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:2020084T<br>ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT AXL:40 |
|---|---|---|
| 07:58 01AUG22 | 09:26 30AUG22 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| | 6007A | | | | | | |

ENGINE ASSEMBLY - REMOVE AND INSTALL (6007) - L

727 PHILLIPS,FARON R LIC#: PHILLIPS

WF (N/C)

6007A34 SERVICE ENGINE ASSEMBLY - FR (FORD REMANUFACTURED ENGINE)/OEM LONG BLOCK - REPLACE (6006/6007) - L

727 PHILLIPS,FARON R LIC#: PHILLIPS

WF (N/C)

6007AXQ ENGINE ASSEMBLY - REMOVE AND INSTALL (6007) - L EXTRA TIME FOR A POST-REPAIR ROAD TEST.

727 PHILLIPS,FARON R LIC#: PHILLIPS

WF (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
727

55671 CONFIRMED CUSTOMER CONCERN OF CHECK ENGINE AND LOW OIL PRESSURE WARNING LIGHTS ON. REMOVED ENGINE OIL PAN AND OBSERVED MISSING TEETH FROM OIL PUMP DRIVE BELT PRESENT IN OIL PAN AND IN OIL PUMP PICK UP TUBE. REPLACED ENGINE LONG BLOCK AND TURBO CHARGER ASSEMBLIES WITH NEW FORD PARTS. TRANSFERRED ALL ENGINE ACCESSORIES AND REPLACED ALL SINGLE USE FASTENERS AND GASKETS. VACUUM FILLED COOLING SYSTEM WITH NEW YELLOW COOLANT, FILLED ENGINE WITH OIL AND TOPPED TRANSMISSION FLUID LEVEL, DROVE VEHICLE AND OBSERVED NORMAL OPERATION OF VEHICLE AT THIS TIME.

**********

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)

LIMITED WARRANTY

Service/Parts are warranted 12,000 miles or 12 months, whichever occurs first. This warranty does not exclude or modify any other warranty prescribed by law. Labor charges are based on prevailing hourly labor rates - times motors manual suggested time schedule.

CUSTOMER SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES | |
| TOTAL CHARGES | |
| | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

**CUSTOMERS COPY**

PE23-015 000824 LC SV



[redacted]

**CT Corporation**
**Service of Process Notification**
04/26/2023
CT Log Number [redacted]

## Service of Process Transmittal Summary

**TO:** Chuck Morici
FORD MOTOR COMPANY
1 American Rd
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:** | Re: [redacted], AN INDIVIDUAL AND [redacted] L // To: Ford Motor Company |
| **DOCUMENT(S) SERVED:** | Summons, Complaint, Cover Sheet, Attachment(s), Addendum, First Amended General Order, Stipulation(s), Conference, Stipulation and Order, Order, Notice |
| **COURT/AGENCY:** | Los Angeles County Superior Court, CA<br>Case # [redacted] |
| **NATURE OF ACTION:** | Product Liability Litigation - Lemon Law - 2018 Ford EcoSport, VIN: MAJ3P1TE4JC175668 |
| **PROCESS SERVED ON:** | C T Corporation System, GLENDALE, CA |
| **DATE/METHOD OF SERVICE:** | By Process Server on 04/26/2023 at 13:13 |
| **JURISDICTION SERVED:** | California |
| **APPEARANCE OR ANSWER DUE:** | Within 30 days after service |
| **ATTORNEY(S)/SENDER(S):** | Kevin Y. Jacobson<br>Quill & Arrow, LLP<br>10900 Wilshire Boulevard, Suite 300<br>Los Angeles, CA 90024<br>310-933-4271 |
| **ACTION ITEMS:** | CT has retained the current log, Retain Date: 04/27/2023, Expected Purge Date: 05/02/2023<br><br>Image SOP |
| **REGISTERED AGENT CONTACT:** | C T Corporation System<br>330 N BRAND BLVD<br>STE 700<br>GLENDALE, CA 91203<br>877-564-7529<br>MajorAccountTeam2@wolterskluwer.com |

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Wed, Apr 26, 2023
**Server Name:** Jimmy Lizama

| | |
|---|---|
| Entity Served | FORD MOTOR COMPANY |
| Case Number | [redacted] |
| Jurisdiction | CA |

| Inserts | | |
|---|---|---|
| | | |

SUM-100

# SUMMONS
## (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:**
***(AVISO AL DEMANDADO):***
FORD MOTOR COMPANY, a Delaware Corporation and LONG BEACH LINCOLN MERCURY, INC., a Delaware Corporation d/b/a CARUSO FORD LINCOLN, and DOES 1 through 10, inclusive
**YOU ARE BEING SUED BY PLAINTIFF:**
***(LO ESTÁ DEMANDANDO EL DEMANDANTE):***
[redacted]

FOR OFFICE USE ONLY

**Electronically FILED by Superior Court of California, County of Los Angeles 4/25/2023 9:41 AM David W. Slayton, Executive Officer/Clerk of Court, By Z. Agazaryan, Deputy Clerk**

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), 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: County of LOS ANGELES Superior Court
*(El nombre y dirección de la corte es):*
GLENDALE COURTHOUSE, 600 East Broadway, Glendale, CA 91206

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):*
Kevin Y. Jacobson, Esq. and Camran Pakbaz, Esq.; QUILL & ARROW, LLP; 10900 Wilshire Boulevard, Suite 300, Los Angeles, CA 90024; Tel: (310) 933-4271

DATE: *(Fecha)* 04/25/2023
Clerk, by *(Secretario)* Z. Agazaryan, Deputy *(Adjunto)*
David W. Slayton, Executive Officer/Clerk of Court

*(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, a Delaware Corporation
   under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date):*




PE23-01500082900 SV

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/25/2023 9:41 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Z. Agazaryan, Deputy Clerk

**QUILL & ARROW, LLP**
Kevin Y. Jacobson, Esq. (SBN 320532)
kjacobson@quillarrowlaw.com
Camran Pakbaz, Esq. (SBN 345343)
cpakbaz@quillarrowlaw.com
e-service@quillarrowlaw.com
10900 Wilshire Boulevard, Suite 300
Los Angeles, CA, 90024
Telephone: (310) 933-4271
Facsimile: (310) 889-0645

Attorneys for Plaintiffs,
[redacted]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

[redacted] an individual, and [redacted], an individual,

Plaintiffs,

vs.

FORD MOTOR COMPANY, a Delaware Corporation and LONG BEACH LINCOLN MERCURY, INC., a Delaware Corporation d/b/a CARUSO FORD LINCOLN, and DOES 1 through 10, inclusive,

Defendants.

Case No.:
Unlimited Jurisdiction

**COMPLAINT** [redacted]

1. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF EXPRESS WARRANTY**
2. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF IMPLIED WARRANTY**
3. **VIOLATION OF THE SONG-BEVERLY ACT SECTION 1793.2**
4. **NEGLIGENT REPAIR**

Plaintiffs [redacted] individual, an[redacted] individual ("Plaintiffs"), allege as follows against Defendant FORD MOTOR COMPANY, a Delaware Corporation ("FORD MOTOR COMPANY") and LONG BEACH LINCOLN MERCURY, INC., a Delaware Corporation d/b/a CARUSO FORD LINCOLN ("CARUSO FORD LINCOLN"), and DOES 1 through 10 inclusive, on information and belief, formed after a reasonable inquiry under the circumstances:

**DEMAND FOR JURY TRIAL**

1. Plaintiffs, [redacted], hereby demand trial by jury in this action.

**GENERAL ALLEGATIONS**

2. Plaintiffs, [redacted], are individuals residing in the City of Long Beach, State of California.

3. Defendant, FORD MOTOR COMPANY, is and was a Delaware Corporation operating and doing business in the State of California.

4. Defendant, CARUSO FORD LINCOLN, is and was a Delaware Corporation registered to do business in the State of California with its principal place of business in the City of Long Beach, State of California.

5. These causes of causes of action arise out of warranty and repair obligations of FORD MOTOR COMPANY in connection with a vehicle Plaintiffs purchased and for which FORD MOTOR COMPANY issued a written warranty. The warranty was not issued by the selling dealership.

6. Plaintiffs do not know the true names and capacities, whether corporate, partnership, associate, individual, or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences, and transactions set forth herein, and are legally liable to Plaintiffs. Plaintiffs will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendant, together with appropriate charging allegations, when ascertained.



QUILL&ARROW•LLP
ATTORNEYS AT LAW

7. All acts of corporate employees as alleged were authorized or ratified by an officer, director, or managing agent of the corporate employer.

8. Each Defendant, whether actually or fictitiously named herein, was the principal, agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal or within the course and scope of such employment or agency, took some part in the acts and omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiffs for the relief prayed for herein.

9. On July 18, 2021, Plaintiffs purchased a 2018 Ford EcoSport, having VIN No.: MAJ3P1TE4JC[redacted] ("the Subject Vehicle"). These causes of action arise out of warranty and repair obligations of FORD MOTOR COMPANY in connection with a vehicle that Plaintiffs purchased and for which FORD MOTOR COMPANY issued a written warranty. The warranty was not issued by the selling dealership.

10. FORD MOTOR COMPANY warranted the Subject Vehicle and agreed to preserve or maintain the utility or performance of Plaintiffs' vehicle or to provide compensation if there was a failure in such utility or performance. In connection with the purchase, Plaintiffs received various warranties, inter alia, a 3-year/36,000 mile express bumper to bumper warranty, a 5-year/60,000 mile powertrain warranty which, inter alia, covers the engine and the transmission, as well as various emissions warranties that exceed the time and mileage limitations of the bumper to bumper and powertrain warranties.

11. The Subject Vehicle was delivered to Plaintiffs with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, emission, engine, transmission, and electrical system defects.

12. Plaintiffs hereby revoke acceptance of the sales contract.

13. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiffs have used the vehicle primarily for those purposes.

14. Plaintiffs are the "buyers" of consumer goods under the Act.

15. Defendant, FORD MOTOR COMPANY, is a "manufacturer" and/or "distributor"



QUILL&ARROW·LLP
ATTORNEYS AT LAW

under the Act.

16. Plaintiffs hereby demand trial by jury in this action.

## FIRST CAUSE OF ACTION

### Violation of the Song-Beverly Act – Breach of Express Warranty

### (Against Defendant FORD MOTOR COMPANY)

17. Plaintiffs incorporate herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

18. The Subject Vehicle was sold to Plaintiffs with express warranties that the Subject Vehicle would be free from defects in materials, nonconformity, or workmanship during the applicable warranty period and to the extent that the Subject Vehicle had defects, Defendant FORD MOTOR COMPANY would repair the defects.

19. The Subject Vehicle was delivered to Plaintiffs with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, emission, engine, transmission, and electrical system defects.

20. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiffs have used the Subject Vehicle primarily for those purposes.

21. Plaintiffs are the "buyers" of consumer goods under the Act.

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

23. The foregoing defects and nonconformities to warranty manifested themselves in the Subject Vehicle within the applicable express warranty period. The nonconformities substantially impair the use, value, and/or safety of the vehicle.

24. Plaintiffs delivered the vehicle to an authorized FORD MOTOR COMPANY repair facility for repair of the nonconformities.

25. Defendant was unable to conform Plaintiffs' vehicle to the applicable express warranty after a reasonable number of repair attempts.

26. Notwithstanding Plaintiffs' entitlement, Defendant FORD MOTOR COMPANY



QUILL&ARROW•LLP
ATTORNEYS AT LAW

has failed to either promptly replace the new motor vehicle or to promptly make restitution in accordance with the Song-Beverly Act.

27. By failure of Defendant to remedy the defects as alleged above or to issue a refund or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

28. Under the Act, Plaintiffs are entitled to reimbursement of the price paid for the vehicle less that amount directly attributable to use by the Plaintiff prior to the first presentation of the nonconformities.

29. Plaintiffs are entitled to all incidental, consequential, and general damages resulting from Defendant's failure to comply with its obligations under the Song-Beverly Act.

30. Plaintiffs are entitled under the Song-Beverly 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.

31. Because Defendant willfully violated the Song-Beverly Act, Plaintiffs are entitled, in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages for FORD MOTOR COMPANY's willful failure to comply with its responsibilities under the Act.

## SECOND CAUSE OF ACTION

### Violation of the Song-Beverly Act – Breach of Implied Warranty

### (Against Defendant FORD MOTOR COMPANY)

32. Plaintiffs incorporate herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

33. FORD MOTOR COMPANY and its authorized dealership at which Plaintiffs purchased the subject vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the subject vehicle. The sale of the Subject Vehicle was accompanied by implied warranties provided for under the law.

34. Among other warranties, the sale of the Subject Vehicle was accompanied by an implied warranty that the Subject vehicle was merchantable pursuant to Civil Code section 1792.

35. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability



QUILL&ARROW•LLP
ATTORNEYS AT LAW

means and includes that the Vehicle will comply with each of the following requirements: (1) The Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of fact made on the container or label.

36. The Subject Vehicle was not fit for the ordinary purpose for which such goods are used because it was equipped with one or more defective vehicle systems/components.

37. The Subject Vehicle did not measure up to the promises or facts stated on the container or label because it was equipped with one or more defective vehicle systems/components.

38. The Subject Vehicle was not of the same quality as those generally accepted in the trade because it was sold with one or more defective vehicle systems/components which manifested as emission, engine, transmission, and electrical system defects.

39. Upon information and belief, the defective vehicle systems and components were present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied warranty under *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other applicable laws.

40. Plaintiffs are entitled to justifiably revoke acceptance of the subject vehicle under Civil Code, section 1794, *et seq.*

41. Plaintiffs hereby revoke acceptance of the Subject Vehicle.

42. Plaintiffs are entitled to replacement or reimbursement pursuant to Civil Code, section 1794, *et seq.*

43. Plaintiffs are entitled to rescission of the contract pursuant to Civil Code, section 1794, *et seq.* and Commercial Code, section 2711.

44. Plaintiffs are entitled to recover any incidental, consequential, and/or "cover" damages under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*

///

///

///



QUILL&ARROW·LLP
ATTORNEYS AT LAW

## THIRD CAUSE OF ACTION

**Violation of the Song-Beverly Act Section 1793.2(b)**

**(Against Defendant FORD MOTOR COMPANY)**

45. Plaintiffs incorporate herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

46. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells consumer goods in California, for which it has made an express warranty, shall maintain service and repair facilities or designate and authorize independent service and repair facilities to carry out the terms of those warranties.

47. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of goods are necessary because they do not conform with the applicable express warranties, service and repair shall be commenced within a reasonable time by the manufacturer or its representative.

48. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable time.

49. The sale of the Subject Vehicle was accompanied by express warranties, including a warranty guaranteeing that the subject vehicle was safe to drive and not equipped with defective parts, including the electrical system.

50. Plaintiffs delivered the subject vehicle to FORD MOTOR COMPANY's authorized service representatives on multiple occasions. The subject vehicle was delivered for repairs of defects, which amount to nonconformities to the express warranties that accompanied the sale of the subject vehicle.

51. Defendant's authorized facilities did not conform the Subject Vehicle to warranty within 30-days and/or commence repairs within a reasonable time, and FORD MOTOR COMPANY has failed to tender the subject vehicle back to Plaintiff in conformance with its warranties within the timeframes set forth in Civil Code section 1793.2(b).

52. Plaintiffs are entitled to justifiably revoke acceptance of the subject vehicle under Civil Code, section 1794, *et seq.*



QUILL&ARROW·LLP ATTORNEYS AT LAW

PE23-015 000836 LC SV

53. Plaintiffs hereby revoke acceptance of the subject vehicle.

54. Plaintiffs are entitled to replacement or reimbursement pursuant to Civil Code, section 1794, *et seq.*

55. Plaintiffs are entitled to rescission of the contract pursuant to Civil Code section 1794, *et seq.* and Commercial Code, section 2711.

56. Plaintiffs are entitled to recover any "cover" damages under Commercial Code sections 2711, 2712, and Civil Code, section 1794, *et seq.*

57. Plaintiffs are entitled to recover all incidental and consequential damages pursuant to 1794 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq.*

58. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that FORD MOTOR COMPANY has willfully failed to comply with its responsibilities under the Act.




## FOURTH CAUSE OF ACTION

### Negligent Repair

### Against Defendant CARUSO FORD LINCOLN

59. Plaintiffs incorporate herein by reference each and every allegation contained in the preceding and succeeding paragraphs as through herein fully restated and re-alleged.

60. Plaintiffs delivered the Subject Vehicle to Defendant CARUSO FORD LINCOLN for repairs on numerous occasions.

61. Defendant CARUSO FORD LINCOLN owed a duty to Plaintiffs to use ordinary care and skill in storage, preparation, and repair of the Subject Vehicle in accordance with industry standards.

62. Defendant CARUSO FORD LINCOLN breached its duty to Plaintiffs to ordinary care and skill by failing to properly store, prepare, and repair of the Subject Vehicle in accordance with industry standards.

Defendant CARUSO FORD LINCOLN's negligent breach of its duties owed to Plaintiffs were a proximate cause of Plaintiffs' damages.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

1. For general, special, and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiffs' actual damages;
6. For prejudgment interest at the legal rate;
7. For reasonable attorney's fees and costs of suit; and

For such other and further relief as the Court deems just and proper under the circumstances.

Dated: April 20, 2023

[redacted]

Attorneys for Plaintiffs,

[redacted]

Plaintiffs, [redacted], hereby demand trial by jury in this action.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Kevin Y. Jacobson, Esq. (SBN 320532)
Camran Pakbaz, Esq. (SBN 345343)
QUILL & ARROW, LLP
10900 Wilshire Boulevard, Suite 300, Los Angeles, CA 90024
[redacted]

FOR COURT USE ONLY

**Electronically FILED by Superior Court of California, County of Los Angeles 4/25/2023 9:41 AM David W. Slayton, Executive Officer/Clerk of Court, By Z. Agazaryan, Deputy Clerk**

JUNISCO, CARRIE J. et al. v. FORD MOTOR COMPANY et al.

## 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)

CASE NUMBER: [redacted]

JUDGE:

DEPT.:

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

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

**Auto Tort**
- [ ] 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)*: 4
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, 2023

Kevin Y. Jacobson, Esq.
(TYPE OR PRINT NAME)

Kevin Y. Jacobson
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

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

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

### CASE TYPES AND EXAMPLES

**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

[redacted] et al. v. FORD MOTOR COMPANY et al. [redacted]

# CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

## (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

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

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

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

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

**Applicable Reasons for Choosing Courthouse Location (Column C)**

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

| | A<br>Civil Case Cover Sheet Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons<br>(See Step 3 above) |
|---|---|---|---|
| **Personal Injury Cases Assigned to the Personal Injury Hub Courts** | | | |
| **Auto Tort** | Auto (22) | ☐ 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death | 1, 4, 11 |
| | Uninsured Motorist (46) | ☐ 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death | 1, 4, 11 |
| | Other Personal Injury/ Property Damage/ Wrongful Death (23) | ☐ 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.) | 1, 4, 11 |
| | | ☐ 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.) | 1, 4, 11 |
| | | ☐ 2303 Intentional Infliction of Emotional Distress | 1, 4, 11 |
| | | ☐ 2304 Other Personal Injury/Property Damage/Wrongful Death | 1, 4, 11 |
| | | ☐ 2307 Construction Accidents | 1, 4, 11 |

[redacted] t al. v. FORD MOTOR COMPANY et al. [redacted]

| | A<br>Civil Case Cover Sheet<br>Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons<br>(See Step 3 above) |
|---|---|---|---|
| **Personal Injury Cases Assigned to the Independent Calendar Courts** | | | |
| **Other Personal Injury/Property Damage/Wrongful Death Tort** | Product Liability (24) | ☐ 2401 Product Liability (not asbestos or toxic/ environmental) | 1, 3, 5 |
| | | ☑ 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law) | 1, 3, 5 |
| | Medical Malpractice (45) | ☐ 4501 Medical Malpractice – Physicians & Surgeons | 1, 3, 5 |
| | | ☐ 4502 Other Professional Health Case Malpractice | 1, 3, 5 |
| | Other Personal Injury / Property Damage / Wrongful Death (23) | ☐ 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility | 1, 3, 5 |
| | | ☐ 2306 Intentional Conduct – Sexual Abuse Case (in any form) | 1, 3, 5 |
| | | ☐ 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.) | 1, 3, 5 |
| **Other Civil Cases Assigned to Independent Calendar Courts** | | | |
| **Non-Personal Injury/Property Damage /Wrongful Death Tort** | Business Tort (07) | ☐ 0701 Other Commercial/Business Tort (not fraud or breach of contract) | 1, 2, 3 |
| | Civil Rights (08) | ☐ 0801 Civil Rights/Discrimination | 1, 2, 3 |
| | Defamation (13) | ☐ 1301 Defamation (slander/libel) | 1, 2, 3 |
| | Fraud (16) | ☐ 1601 Fraud (no contract) | 1, 2, 3 |
| | Professional Negligence (25) | ☐ 2501 Legal Malpractice | 1, 2, 3 |
| | | ☐ 2502 Other Professional Malpractice (not medical or legal) | 1, 2, 3 |
| | Other (35) | ☐ 3501 Other Non-Personal Injury/Property Damage Tort | 1, 2, 3 |
| **Employment** | Wrongful Termination (36) | ☐ 3601 Wrongful Termination | 1, 2, 3 |
| | Other Employment (15) | ☐ 1501 Other Employment Complaint Case | 1, 2, 3 |
| | | ☐ 1502 Labor Commissioner Appeals | 10 |
| **Contract** | Breach of Contract / Warranty (06) (not insurance) | ☐ 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) | 2, 5 |
| | | ☐ 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence) | 2, 5 |
| | | ☐ 0603 Negligent Breach of Contract/Warranty (no fraud) | 1, 2, 5 |

[redacted] et al. v. FORD MOTOR COMPANY et al. [redacted]

| | A<br>Civil Case Cover Sheet Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons<br>(See Step 3 above) |
|---|---|---|---|
| Contract | Breach of Contract/ Warranty (06) (not insurance) | ☐ 0604 Other Breach of Contract/Warranty (no fraud/ negligence) | 1, 2, 5 |
| | | ☐ 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt) | 2, 5 |
| | Collections (09) | ☐ 0901 Collections Case – Seller Plaintiff | 5, 6, 11 |
| | | ☐ 0902 Other Promissory Note/Collections Case | 5, 11 |
| | | ☐ 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014) | 5, 6, 11 |
| | | ☐ 0904 Collections Case – COVID-19 Rental Debt | 5, 11 |
| | Insurance Coverage (18) | ☐ 1801 Insurance Coverage (not complex) | 1, 2, 5, 8 |
| | Other Contract (37) | ☐ 3701 Contractual Fraud | 1, 2, 3, 5 |
| | | ☐ 3702 Tortious Interference | 1, 2, 3, 5 |
| | | ☐ 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence) | 1, 2, 3, 8, 9 |
| Real Property | Eminent Domain/ Inverse Condemnation (14) | ☐ 1401 Eminent Domain/Condemnation<br>Number of Parcels _____ | 2, 6 |
| | Wrongful Eviction (33) | ☐ 3301 Wrongful Eviction Case | 2, 6 |
| | Other Real Property (26) | ☐ 2601 Mortgage Foreclosure | 2, 6 |
| | | ☐ 2602 Quiet Title | 2, 6 |
| | | ☐ 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2, 6 |
| Unlawful Detainer | Unlawful Detainer – Commercial (31) | ☐ 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer – Residential (32) | ☐ 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer – Post Foreclosure (34) | ☐ 3401 Unlawful Detainer – Post Foreclosure | 2, 6, 11 |
| | Unlawful Detainer – Drugs (38) | ☐ 3801 Unlawful Detainer – Drugs | 2, 6, 11 |
| Judicial Review | Asset Forfeiture (05) | ☐ 0501 Asset Forfeiture Case | 2, 3, 6 |
| | Petition re Arbitration (11) | ☐ 1101 Petition to Compel/Confirm/Vacate Arbitration | 2, 5 |
| | Writ of Mandate (02) | ☐ 0201 Writ – Administrative Mandamus | 2, 8 |
| | | ☐ 0202 Writ – Mandamus on Limited Court Case Matter | 2 |
| | | ☐ 0203 Writ – Other Limited Court Case Review | 2 |

[redacted] et al. v. FORD MOTOR COMPANY et al. [redacted]

| | A<br>Civil Case Cover Sheet Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons<br>(See Step 3 above) |
|---|---|---|---|
| Judicial Review | Other Judicial Review (39) | ☐ 3901 Other Writ/Judicial Review | 2, 8 |
| | | ☐ 3902 Administrative Hearing | 2, 8 |
| | | ☐ 3903 Parking Appeal | 2, 8 |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | ☐ 0301 Antitrust/Trade Regulation | 1, 2, 8 |
| | Asbestos (04) | ☐ 0401 Asbestos Property Damage | 1, 11 |
| | | ☐ 0402 Asbestos Personal Injury/Wrongful Death | 1, 11 |
| | Construction Defect (10) | ☐ 1001 Construction Defect | 1, 2, 3 |
| | Claims Involving Mass Tort (40) | ☐ 4001 Claims Involving Mass Tort | 1, 2, 8 |
| | Securities Litigation (28) | ☐ 2801 Securities Litigation Case | 1, 2, 8 |
| | Toxic Tort Environmental (30) | ☐ 3001 Toxic Tort/Environmental | 1, 2, 3, 8 |
| | Insurance Coverage Claims from Complex Case (41) | ☐ 4101 Insurance Coverage/Subrogation (complex case only) | 1, 2, 5, 8 |
| Enforcement of Judgment | Enforcement of Judgment (20) | ☐ 2001 Sister State Judgment | 2, 5, 11 |
| | | ☐ 2002 Abstract of Judgment | 2, 6 |
| | | ☐ 2003 Confession of Judgment (non-domestic relations) | 2, 9 |
| | | ☐ 2004 Administrative Agency Award (not unpaid taxes) | 2, 8 |
| | | ☐ 2005 Petition/Certificate for Entry of Judgment Unpaid Tax | 2, 8 |
| | | ☐ 2006 Other Enforcement of Judgment Case | 2, 8, 9 |
| Miscellaneous Civil Complaints | RICO (27) | ☐ 2701 Racketeering (RICO) Case | 1, 2, 8 |
| | Other Complaints (not specified above) (42) | ☐ 4201 Declaratory Relief Only | 1, 2, 8 |
| | | ☐ 4202 Injunctive Relief Only (not domestic/harassment) | 2, 8 |
| | | ☐ 4203 Other Commercial Complaint Case (non-tort/non-complex) | 1, 2, 8 |
| | | ☐ 4304 Other Civil Complaint (non-tort/non-complex) | 1, 2, 8 |
| Miscellaneous Civil Petitions | Partnership Corporation Governance (21) | ☐ 2101 Partnership and Corporation Governance Case | 2, 8 |
| | Other Petitions (not specified above) (43) | ☐ 4301 Civil Harassment with Damages | 2, 3, 9 |
| | | ☐ 4302 Workplace Harassment with Damages | 2, 3, 9 |

SHORT TITLE [redacted] al. v. FORD MOTOR COMPANY et al.

| | A<br>Civil Case Cover Sheet<br>Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons<br>(See Step 3 above) |
|---|---|---|---|
| Miscellaneous Civil Petitions | Other Petitions<br>(not specified above) (43) | ☐ 4303 Elder/Dependent Adult Abuse Case with Damages | 2, 3, 9 |
| | | ☐ 4304 Election Contest | 2 |
| | | ☐ 4305 Petition for Change of Name/Change of Gender | 2, 7 |
| | | ☐ 4306 Petition for Relief from Late Claim Law | 2, 3, 8 |
| | | ☐ 4307 Other Civil Petition | 2, 9 |

**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases).

| REASON: | | | ADDRESS: |
|---|---|---|---|
| ☐ 1. ☐ 2. ☑ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11. | | | 330 N. Brand Blvd. |
| CITY: | STATE: | ZIP CODE: | |
| Glendale | CA | 91203 | |

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

Dated: April 20, 2023

[redacted]

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (05/22).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

2019-GEN-014-00

**FILED**
**Superior Court of California**
**County of Los Angeles**

[redacted]

SUPERIOR COURT OF THE S

FOR THE COUNTY O

IN RE LOS ANGELES SUPERIOR COURT — MANDATORY ELECTRONIC FILING FOR CIVIL

FIRST AMENDED GENERAL ORDER

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.

b) **"Efiling Portal"** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.

c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.

d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)



FILED 23-015 000846 LC SV

e) **"Electronic Filing Service Provider"** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

f) **"Electronic Signature"** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term "Electronic Signature" is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.

g) **"Hyperlink"** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.

h) **"Portable Document Format"** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court's website, at www.lacourt.org.



PE23-015 000847 LC SV

d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.

b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;

ii) Bonds/Undertaking documents;

iii) Trial and Evidentiary Hearing Exhibits

iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and

v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

//

//



PL23-015 000848 LC SV

5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

Electronic filing service providers must obtain and manage registration information for persons and entities electronically filing with the court.

6) TECHNICAL REQUIREMENTS

a) Electronic documents must be electronically filed in PDF, text searchable format **when** technologically feasible without impairment of the document's image.

b) The table of contents for any filing must be bookmarked.

c) Electronic documents, including but not limited to, declarations, proofs of service, and exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the bookedmarked item and briefly describe the item.

d) Attachments to primary documents must be bookmarked. Examples include, but are not limited to, the following:

i) Depositions;

ii) Declarations;

iii) Exhibits (including exhibits to declarations);

iv) Transcripts (including excerpts within transcripts);

v) Points and Authorities;

vi) Citations; and

vii) Supporting Briefs.

e) Use of hyperlinks within documents (including attachments and exhibits) is strongly encouraged.

f) Accompanying Documents

Each document acompanying a single pleading must be electronically filed as a **separate** digital PDF document.

g) Multiple Documents

Multiple documents relating to one case can be uploaded in one envelope transaction.

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.



PL23-015 000850 LC SV

b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiling is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.

b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:

i) Any printed document required pursuant to a Standing or General Order;

ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;

iii) Pleadings and motions that include points and authorities;

iv) Demurrers;

v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;

vi) Motions for Summary Judgment/Adjudication; and

vii) Motions to Compel Further Discovery.

c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)

b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.



PE23-015 000851 LC SV

11) SIGNATURES ON ELECTRONIC FILING

For purposes of this General Order, all electronic filings must be in compliance with California Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil Division of the Los Angeles County Superior Court.

This First Amended General Order supersedes any previous order related to electronic filing, and is effective immediately, and is to remain [redacted] Supervising Judge and/or Presiding Judge.

DATED: May 3, 2019






PE23-015 000852 LC SV

# Superior Court of California, County of Los Angeles

## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

**What is ADR?**

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

**Advantages of ADR**

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

**Disadvantages of ADR**

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

**Main Types of ADR**

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.

2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

**Mediation may be appropriate when the parties**

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

**Mediation may <u>not</u> be appropriate when the parties**

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

## How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**
If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com (213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

**These organizations cannot accept every case and they may decline cases at their discretion.** They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

**NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.**

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases. https://dcba.lacounty.gov/countywidedrp/

**Online Dispute Resolution (ODR).** Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. https://my.lacourt.org/odr/

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit https://www.courts.ca.gov/programs-adr.htm

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit https://www.lacourt.org/division/civil/CI0047.aspx

Los Angeles Superior Court ADR website: https://www.lacourt.org/division/civil/CI0109.aspx
For general information and videos about ADR, visit http://www.courts.ca.gov/programs-adr.htm

# VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

Superior Court of California
County of Los Angeles

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section

Consumer Attorneys
Association of Los Angeles

Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

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

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

**◆Los Angeles County Bar Association Litigation Section◆**

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

**◆Consumer Attorneys Association of Los Angeles◆**

**◆Southern California Defense Counsel◆**

**◆Association of Business Trial Lawyers◆**

**◆California Employment Lawyers Association◆**

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

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

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lacourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at *www.lacourt.org* under "*Civil*", click on "*General Information*", then click on "*Voluntary Efficient Litigation Stipulations*".

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

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

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

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

   a. The party requesting the Informal Discovery Conference will:

      i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

      ii. Include a brief summary of the dispute and specify the relief requested; and

      iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

   b. Any Answer to a Request for Informal Discovery Conference must:

      i. Also be filed on the approved form (copy attached);

      ii. Include a brief summary of why the requested relief should be denied;

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

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

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

**The following parties stipulate:**

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Print Save Clear

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

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

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

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

**The parties agree that:**

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

**The following parties stipulate:**

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR _____)

**THE COURT SO ORDERS.**

Date: _____

_____ JUDICIAL OFFICER

Print Save Clear

FILED

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

| | |
|---|---|
| General Order Re Use of Voluntary Efficient Litigation Stipulations | ORDER PURSUANT TO CCP 1054(a), EXTENDING TIME TO RESPOND BY 30 DAYS WHEN PARTIES AGREE TO EARLY ORGANIZATIONAL MEETING STIPULATION |

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"



PE23-015 000864 LC SV

Whereas the Early Organizational Meeting Stipulation is intended to encourage cooperation among the parties at an early stage in litigation in order to achieve litigation efficiencies;

Whereas it is intended that use of the Early Organizational Meeting Stipulation will promote economic case resolution and judicial efficiency;

Whereas, in order to promote a meaningful discussion of pleading issues at the Early Organizational Meeting and potentially to reduce the need for motions to challenge the pleadings, it is necessary to allow additional time to conduct the Early Organizational Meeting before the time to respond to a complaint or cross complaint has expired;

Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in which an action is pending to extend for not more than 30 days the time to respond to a pleading "upon good cause shown";

Now, therefore, this Court hereby finds that there is good cause to extend for 30 days the time to respond to a complaint or to a cross complaint in any action in which the parties have entered into the Early Organizational Meeting Stipulation. This finding of good cause is based on the anticipated judicial efficiency and benefits of economic case resolution that the Early Organizational Meeting Stipulation is intended to promote.

IT IS HEREBY ORDERED that, in any case in which the parties have entered into an Early Organizational Meeting Stipulation, the time for a defending party to respond to a complaint or cross complaint shall be extended by the 30 days permitted

by Code of Civil Procedure section 1054(a) without further need of a specific court order.

DATED: May 11, 2011

[redacted]



PE23-015 000866 LC SV

| SUPERIOR COURT OF CALIFORNIA<br>COUNTY OF LOS ANGELES | Reserved for Clerk's File Stamp<br>FILED<br>Superior Court of California<br>County of Los Angeles<br>04/25/2023<br>David W. Slayton, Executive Officer / Clerk of Court<br>By: Z. Agazaryan Deputy |
|---|---|
| COURTHOUSE ADDRESS:<br>Glendale Courthouse<br>600 East Broadway, Glendale, CA 91206 | |
| **NOTICE OF CASE ASSIGNMENT**<br>**UNLIMITED CIVIL CASE** | |
| **Your case is assigned for all purposes to the judicial officer indicated below.** | CASE NUMBER:<br>[redacted] |

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

| | ASSIGNED JUDGE | DEPT | ROOM | | ASSIGNED JUDGE | DEPT | ROOM |
|---|---|---|---|---|---|---|---|
| ✔ | David A. Rosen | E | | | | | |

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court

on 04/25/2023 (Date) By Z. Agazaryan, Deputy Clerk

## INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

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

**PRIORITY OVER OTHER RULES**
The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

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

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

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

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

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

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

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

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

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

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



LEMBERG LAW

**Vlad Hirnyk, Esq.**
**Associate**
✆ +1.203.653.2250 x 5503
☎ +1.203.653.3424
✉ vhirnyk@lemberglaw.com

October 5, 2021

VIA EMAIL: OGCCLAIM@ford.com
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| Make and Model: | 2018 Ford EcoSport SE |
| VIN # | MAJ3P1TE7JC[redacted] |
| Record Owner | [redacted] |
| State of Purchase or Lease | Michigan |

Dear Sir or Madam:

Lemberg Law LLC is writing on behalf of the above client with regard to the above vehicle purchased in Michigan State. Please consider this your statutory notice for an opportunity to correct the defects specified below. Should litigation become necessary, a lawsuit shall be filed in the Michigan federal court. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Michigan consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been subject to repair due to the oil pressure loss for over 30 days and same defect continues to persist.

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

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

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

Sincerely,

*/s/ Vlad Hirnyk*

Vlad Hirnyk
(*Admitted to the Michigan Federal Courts*)



1

$1.60 US POSTAGE
4 OZ FIRST-CLASS MAIL FLATS RATE

062S0012257221
FROM 33330

RETAIL

stamps endicia
07/10/2020

# USPS FIRST CLASS MAIL®

Alexander Weisberg
Weisberg Consumer Law Group
5846 S Flamingo Rd, 290
Cooper City FL 33330

B054

SHIP TO:
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn MI 48121-6248

PE23-015 000872 LC SV

Weisberg
Consumer Law Group, P.A.

Toll Free Nationwide: 1-888-565-3666
Corporate Office
5846 S. Flamingo Road, #290
Cooper City FL 33330
954-212-2184
866-577-0963 Facsimile
WWW.CARLEMON.COM

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

JUL 27 2020

OFFICE OF THE,
GENERAL COUNSEL

Extension: 275
E-mail: SLandgraf@AFCLaw.com

Writer licensed in:
Texas

July 10, 2020

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

**Re:** [redacted] Ford Motor Company
**Our Client:**
**Vehicle:** 2018 Ford EcoSport
**VIN:** MAJ3P1TE3JC[redacted]
**Our File Number:** [redacted]

Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act, the State Lemon Law and/or the Uniform Commercial Code with regard to the above-listed vehicle.

Having been formally notified of our representation, we respectfully demand you not contact our client for any reason. Instead, please direct all future contact and correspondence to this office, and further, please consider this letter express and unequivocal revocation of any permission our client may have provided you to call them. We reserve the right to seek injunctive relief against you should you fail to honor these directives.

Enclosed please find the sales and repair records in our client's possession. As these records show, our client paid an extraordinary sum of money for a vehicle riddled with numerous non-conformities that cause a substantial impairment of the use, value and/or safety of the vehicle. The primary non-conformities include but are not limited to:

1. Defective electrical system;

2. Defective engine; and

3. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

These non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same. Specifically, when you chose to bind our client to a written warranty limiting all remedies to repair or replacement of defective parts, you undertook the legal obligation to perform effective repairs within a reasonable amount of time. The inordinate amount of incompetent repairs within the applicable warranty period shows you failed to satisfy this obligation. Under basic principles of good faith, this means your limited remedy failed of its essential purpose. This failure caused harm for which our client intends to seek redress.

To avoid the need for litigation, we respectfully demand that you take this vehicle back, return all funds paid towards the vehicle, cancel all applicable contracts, and provide compensation for the damages sustained to date, including our client's attorneys' fees pursuant to the fee-shifting provisions of the Magnuson-Moss Warranty Act and/or Lemon Law. In exchange for meeting this demand, our client will waive all loss of use and aggravation and inconvenience damages sustained to date.

This letter also constitutes notice under U.C.C. § 2-711(3) of our client's security interest in the vehicle for return of the total amount above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client has the right to hold the vehicle and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. In addition, although our client requires return of the monies identified above before substitute goods can be acquired, our client reserves the right to mitigate all parties' damages by cover and reserves the right to claim such damages here. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies. If the seller (or, if applicable the assignee, or any creditor subject to the FTC Holder Rule) has filed a financing statement covering the goods, I demand, pursuant to U.C.C § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since our client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) for any loss caused our client by your failure. Please also consider this letter prior direct written notification of the defects within our client's vehicle and of our client's intent to pursue a claim pursuant to the State Lemon Law.

In conclusion, we urge you to realize that a quick resolution of this matter will save all parties a great deal of time, money and effort. To this end, although we believe the above demands are reasonable, our client remains open-minded to a diminution in value settlement, or any other suggestions for an equitable resolution you may have. I thus encourage you to contact this office at your earliest convenience with an offer for resolution. Should you fail to do so in a timely manner, we will assume you do not seek amicable resolution and will file a claim in a court of law seeking all actual and exemplary damages available.

[redacted]

Susan A. Landgraf
Attorney at Law

SAL/js
Enc.

[redacted]

INVOICE

Mac Haik Ford

PAGE 1

10333 KATY FREEWAY HOUSTON, TEXAS 77024
DIRECT: 713-932-5065

SERVICE ADVISOR: 10379 CYRUS MAKVANDI

| | | | VIN | LICENSE | MILEAGE IN/OUT | TAG |
|---|---|---|---|---|---|---|
| DIAMOND WH | 18 | FORD ECOSPORT | MAJ3P1TE3JC | [redacted] | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | | | |
|---|---|---|---|---|---|---|---|
| 15JUN18 DD | 10JAN18 | | 17:00 02MAY19 | | | CASH | 09MAY19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:J2513 DLR:8999 |
|---|---|---|
| 11:26 02MAY19 | 08:23 03MAY19 | ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT AXL: (More...) |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A CUSTOMER STATES POWERTRAIN MALF/REDUCED POWER DISPLAYS ON DASH WHILE DRIVING AT TIMES | | | |
| CAUSE: E | | | |
| 12651D BODY / CHASSIS / ELECTRICAL (BCE) - TEST (14A068/14B205/14D212/14G371/15604/15K600) L | | | |
| 400 WF4 | | | (N/C) |
| MT MT TO PROGRAM BCM | | | |
| 400 WF4 | | | (N/C) |
| FC: E29 42 | | | |
| PART#: 14G490 | | | |
| COUNT: | | | |
| CLAIM TYPE: | | | |
| AUTH CODE: | | | |
| 400 | | | |
| 4860 CAUSAL PART NO. 14G490, COND. CODE: 42 PERFORMED IDS START UP DIAG. AND PERFORMED EEC-V. DIAG. KOEO P1111-CONT.-P166A AND RAN OASIS AND CHECKED FOR SSMS AND TSBS AND PROGRAM BCM AND CLEARED ALL CODES AND RETEST PASS. AND ROAD TEST, SSN NO 47803 | | | |
| ********** | | | |
| B PERFORM MULTI-POINT INSPECTION REPORT CARD | | | |
| 99P PERFORM MULTI-POINT INSPECTION REPORT CARD | | | |
| 400 CPC | 0.00 | | 0.00 |
| ********** | | | |

STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.

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

NOTICE PURSUANT TO §70.001, TEXAS PROPERTY CODE

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

*Thank You For Your Business!*

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

Signature of Person Responsible or Agent for Person Responsible

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SIZE - IMAGING

CUSTOMER COPY

[redacted]

INVOICE

Mac Haik Ford

PAGE 1

10333 KATY FREEWAY HOUSTON, TEXAS 77024
DIRECT: 713-932-5085

SERVICE ADVISOR: 10395 KELLI CAMPBELL

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|---|
| DIAMOND WH | 18 | FORD ECOSPORT | MAJ3P1TE3JC | [redacted] | | |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 15JUN18 DD | 10JAN18 | | 17:00 04SEP19 | | | CASH | 09SEP19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:J2513 DLR:8999 |
|---|---|---|
| 11:20 04SEP19 | 13:20 09SEP19 | ENG:99E 1.0L ECOBOOST ENGINE<br>TRN:447 6-SPD AUTO TRANS W/SLCTSHFT AXL: (More...) |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A VEHICLE TOWED IN, C/S WOULD NOT START, TOW DRVIER WIGGLED START/STOP BUTTON AND IT STARTED, NOW IT WILL NOT TURN OFF | | | |
| CAUSE: E | | | |
| 12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L | | | |
| 400 WF4 | | | (N/C) |
| 1 GN1Z*10B776*CA SWITCH ASY - SOLENOID CONTROL | | | (N/C) |
| 12650D80 PID RECORDER/MONITOR TEST - L | | | |
| 400 WF4 | | | (N/C) |
| 12650D45 ENGINE MODULE - DIAGNOSTIC PIN POINT TEST - L | | | |
| 400 WF4 | | | (N/C) |
| 12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L EXTRA TIME TO REPEAT FINAL QUICK TEST | | | |
| 400 WF4 | | | (N/C) |
| MT MT TO REPLACE SWITCH | | | |
| 400 WF4 | | | (N/C) |
| FC: D29 42 | | | |
| PART#: GN1Z*10B776*CA | | | |
| COUNT: | | | |
| CLAIM TYPE: | | | |
| AUTH CODE: | | | |
| 400 | | | |
| MISC JD 10B776 | | | |
| CPC | 0.00 | 0.00 | |

10029 BASIC PART NO. 10B776, COND. CODE 42 VERIFIED NO CRANK CONCERN AND PERFORMED FDRS DIAG. AND PERFORMED EEC.V. DIAG. ALL MODULES AND B1AD6-B103A-B103A-B11D8-P2535 AND PERFORMED PID MONITOR AND PERFORMED PIN POINT TEST AND CHECK AND REMOVED INSTRUMENT CLUSTER AND REPLACED START BUTTON AND CLEARED ALL CODES AND RETEST PASS. THE CHECK ENG. LIGHT WAS NOT ON.

**********

STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.

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

NOTICE PURSUANT TO §70.001, TEXAS PROPERTY CODE

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

*Thank You For Your Business!*

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

Signature of Person Responsible or Agent for Person Responsible

Copyright 2014 CDK Global, LLC SERVICE INVOICE Type 2 - ECC - IMAGING

CUSTOMER COPY

[redacted]



[redacted]

INVOICE

Quick Lane™

10333 KATY FREEWAY HOUSTON, TEXAS 77024
Phone: (713) 932-4200

PAGE 1

SERVICE ADVISOR: 10246 JONATAN ESTRADA

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|---|
| DIAMOND WH | 18 | FORD ECOSPORT | MAJ3P1TE3J[redacted] | | | |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 02MAR19 DD | 10JAN18 | | | | 0.00 | CHG | 07MAR19 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 10:39 07MAR19 | 15:02 07MAR19 | SOLD-STK:J2513 DLR:8999<br>ENG:99E_1.0L_ECOBOOST_ENGINE<br>TRN:447_6-SPD_AUTO_TRANS_W/SLCTSHFT_AXL: (More...) |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A CHANGE OIL AND FILTER, CHECK AND TOP OFF ALL FLUIDS, AND CHECK TIRE PRESSURE, USING MOTORCRAFT FILTER AND OIL | | | |
| Q1010B CHANGE OIL AND FILTER, CHECK AND TOP OFF ALL FLUIDS, AND CHECK TIRE PRESSURE, USING MOTORCRAFT FILTER AND OIL | | | |
| 10109 CQS 0.40 | | 20.87 | 20.87 |
| 1 FL*910S* KIT - ELEMENT & GASKET - OIL F | 6.82 | 6.50 | 6.50 |
| 5 XO*5W20*BSP 5W20 OIL V | 2.99 | 2.99 | 14.95 |
| PARTS: 21.45 LABOR: 20.87 OTHER: 0.00 TOTAL LINE A: | | | 42.32 |
| ********** | | | |
| B PERFORM MULTI POINT INSPECTION REPORT CARD ,CHECK & TOP OFF ALL FLUIDS, VISUAL INSPECTION OF BRAKES, AND INFLATE TIRES | | | |
| Q99P PERFORM MULTI POINT INSPECTION REPORT CARD ,CHECK & TOP OFF ALL FLUIDS, VISUAL INSPECTION OF BRAKES, AND INFLATE TIRES | | | |
| 10109 CQS 0.00 | | 0.00 | 0.00 |
| GBATT CHECKED AND OK | | | |
| 10109 CQS 0.00 | | 0.00 | 0.00 |
| GBK CHECKED AND OK | | | |
| 10109 CQS 0.00 | | 0.00 | 0.00 |
| GTIRE CHECKED AND OK | | | |
| 10109 CQS 0.00 | | 0.00 | 0.00 |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: | | | 0.00 |
| ********** | | | |
| CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER | | | 2.50 |

NOTICE PURSUANT TO §70.001, TEXAS PROPERTYCODE

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR CONTRACT. I UNDERSTAND THAT THIS VEHICLE IS SUBJECT TO REPOSSESSIONIN ACCORDANCE WITH §9.503, TEXAS BUSINESS AND COMMERCE CODE, IF A WRITTEN ORDER FOR PAYMENT FOR REPAIR ON THE VEHICLE IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE DRAWER OR MAKER OF THE ORDER HAS NO ACCOUNT OR THE ACCOUNT ON WHICH IT IS DRAWN HAS BEEN CLOSED.

STATEMENT OF DISCLAIMER

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

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 20.87 |
| PARTS AMOUNT | 21.45 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 2.50 |
| TOTAL CHARGES | 44.82 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 1.98 |
| PLEASE PAY THIS AMOUNT | 46.80 |

Signature of Person Responsible or Agent for Person Responsible

Mac Haik

10333 KATY FREEWAY HOUSTON, TEXAS 77024
Phone: (713) 932-4200

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 3 - 81XC - 1MAR2019

CUSTOMER COPY

*--- 1 of 7 - Dealer: HAIK-S ----------*
RO No: 222676 Opened: 04SEP19 Closed: 09SEP19 Mileage: 10029
Line Code: A Booker: 1784 Comeback: N
Complaint: 200 VEHICLE TOWED IN, C/S WOULD NOT START, TOW DRVIER WIGGLED STAR
Cause: E

| SA..... | TECH... | TYPE. | OPCODE.. | CB-RO..... | DESCRIPTION..... |
|---|---|---|---|---|---|
| 10395 | 400 | WF4 | 12650D | | EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L |
| | | | PARTS$ | 21.00 | LABOR$ 21.22 MISC$ 0.00 |
| 10395 | 400 | WF4 | 12650D80 | | PID RECORDER/MONITOR TEST - L |
| | | | PARTS$ | 0.00 | LABOR$ 10.61 MISC$ 0.00 |
| 10395 | 400 | WF4 | 12650D45 | | ENGINE MODULE - DIAGNOSTIC PIN POINT TEST - L |
| | | | PARTS$ | 0.00 | LABOR$ 31.83 MISC$ 0.00 |
| 10395 | 400 | WF4 | 12650DX1 | | EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L EXTRA TIME TO REPEAT FINAL QUICK TEST |
| | | | PARTS$ | 0.00 | LABOR$ 10.61 MISC$ 0.00 |
| 10395 | 400 | WF4 | MT | | MT TO REPLACE SWITCH |
| | | | PARTS$ | 0.00 | LABOR$ 127.31 MISC$ 0.00 |
| 10395 | | CPC | 9997 | | JD 10B776 |

Press S#, Enter for next page, EST#, ?, or E to Exit:

```
RO No: 222676      Opened: 04SEP19   Closed: 09SEP19   Mileage: 10029
                      PARTS$        0.00 LABOR$       0.00 MISC$        0.00
*--- 2 of 7 - Dealer: HAIK-S ----------------------------------------------*
RO No: 215903      Opened: 02MAY19   Closed: 09MAY19   Mileage: 4860
Line Code: A  Booker: 1784           Comeback: N
Complaint: 200    CUSTOMER STATES POWERTRAIN MALF/REDUCED POWER DISPLAYS ON DASH
Cause: E
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.....................
10379   400     WF4   12651D              BODY / CHASSIS / ELECTRICAL (BCE) - TE
                                          ST (14A068/14B205/14D212/14G371/15604/
                                          15K600) - L
                      PARTS$        0.00 LABOR$      20.72 MISC$        0.00
10379   400     WF4   MT                  MT TO PROGRAM BCM
                      PARTS$        0.00 LABOR$      31.08 MISC$        0.00
Line Code: B  Booker: 1784           Comeback: N
Complaint: 99P    PERFORM MULTI-POINT INSPECTION REPORT CARD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.....................
10379   400     CPC   99P                 PERFORM MULTI-POINT INSPECTION REPORT
                                          CARD
                      PARTS$        0.00 LABOR$       0.00 MISC$        0.00

Press B, S#, Enter for next page, EST#, ?, or E to Exit:
```

```
*--- 3 of 7 - Dealer: HAIKB-S ----------------------------------------------*
RO No: 449415      Opened: 03MAY19   Closed: 03MAY19   Mileage: 4860
Line Code: A  Booker: 1187           Comeback: N
Complaint: 901    BODY REPAIR
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.....................
1187    9999    IBS6  901                 SHAMPOO FRONT AND REAR SEATS
                      PARTS$        0.00 LABOR$      120.00 MISC$        0.00
Labor Operations that are not attached to a line
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.....................
1187            IBSPN 9997                MATERIALS
                      PARTS$        0.00 LABOR$        0.00 MISC$       30.00
*--- 4 of 7 - Dealer: HAIKB-S ----------------------------------------------*
RO No: 449103      Opened: 07MAR19   Closed: 08MAR19   Mileage: 2813
Line Code: A  Booker: 1187           Comeback: N
Complaint: 901    BODY REPAIR
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.....................
10168   1947    IBS6  901                 BODY REPAIR
                      PARTS$        0.00 LABOR$       50.00 MISC$        0.00
Line Code: B  Booker: 1187           Comeback: N

Press B, S#, Enter for next page, EST#, ?, or E to Exit:
```

```
RO No: 449103      Opened: 07MAR19   Closed: 08MAR19   Mileage: 2813
Line Code: B  Booker: 1187           Comeback: N
Complaint: 903    PAINTING
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.....................
10168   1947    IBS6  903                 PAINTING
                      PARTS$        0.00 LABOR$      150.00 MISC$        0.00
10168   1947    IBS6  903                 BUFF DOORS
                      PARTS$        0.00 LABOR$       50.00 MISC$        0.00
Labor Operations that are not attached to a line
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.....................
10168           IBSPN 9997                PAINT MATERIALS
                      PARTS$        0.00 LABOR$        0.00 MISC$      132.00
*--- 5 of 7 - Dealer: HAIKQL-S ----------------------------------------------*
RO No: 937830      Opened: 07MAR19   Closed: 07MAR19   Mileage: 2813
Line Code: A  Booker: 10246          Comeback: N
Complaint: Q1010B CHANGE OIL AND FILTER, CHECK AND TOP OFF ALL FLUIDS, AND CHECK
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.....................
10246   10109   CQS   Q1010B              CHANGE OIL AND FILTER, CHECK AND TOP O
                                          FF ALL FLUIDS, AND CHECK TIRE PRESSURE

Press B, S#, Enter for next page, EST#, ?, or E to Exit:
```

RO No: 937830 Opened: 07MAR19 Closed: 07MAR19 Mileage: 2813
Labor Operations that are not attached to a line
, USING MOTORCRAFT FILTER AND OIL
PARTS$ 21.45 LABOR$ 20.87 MISC$ 0.00
Line Code: B Booker: 10246 Comeback: N
Complaint: Q99P PERFORM MULTI POINT INSPECTION REPORT CARD ,CHECK & TOP OFF AL
Cause:

| SA..... | TECH... | TYPE. | OPCODE.. | CB-RO..... | DESCRIPTION..... | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 10246 | 10109 | CQS | Q99P | | PERFORM MULTI POINT INSPECTION REPORT CARD ,CHECK & TOP OFF ALL FLUIDS, VISUAL INSPECTION OF BRAKES, AND INFLATE TIRES | | | | |
| | | | | | PARTS$ | 0.00 | LABOR$ | 0.00 | MISC$ 0.00 |
| 10246 | 10109 | CQS | GBATT | | CHECKED AND OK | | | | |
| | | | | | PARTS$ | 0.00 | LABOR$ | 0.00 | MISC$ 0.00 |
| 10246 | 10109 | CQS | GBK | | CHECKED AND OK | | | | |
| | | | | | PARTS$ | 0.00 | LABOR$ | 0.00 | MISC$ 0.00 |
| 10246 | 10109 | CQS | GTIRE | | CHECKED AND OK | | | | |
| | | | | | PARTS$ | 0.00 | LABOR$ | 0.00 | MISC$ 0.00 |

*--- 6 of 7 - Dealer: HAIKQL-S ----------*
RO No: 929110 Opened: 02AUG18 Closed: 03AUG18 Mileage: 1086

Press B, S#, Enter for next page, EST#, ?, or E to Exit:

RO No: 929110 Opened: 02AUG18 Closed: 03AUG18 Mileage: 1086
Line Code: A Booker: 10106 Comeback: N
Complaint: Q2030 REPLACE ONE TIRE 9003 001863
Cause:

| SA..... | TECH... | TYPE. | OPCODE.. | CB-RO..... | DESCRIPTION..... | | | |
|---|---|---|---|---|---|---|---|---|
| 10106 | 10109 | ITTRE | Q2030 | | REPLACE ONE TIRE | | | |
| | | | PARTS$ | 129.00 | LABOR$ | 15.95 | MISC$ | 0.00 |
| 10106 | 10109 | IQS | Q20000 | | PATS TOWING INVOICE 60507 | | | |
| | | | PARTS$ | 0.00 | LABOR$ | 0.00 | MISC$ | 0.00 |

*--- 7 of 7 - Dealer: HAIK-S ----------*

RO No: 195771 Opened: 19APR18 Closed: 19APR18 Mileage: 5
Line Code: A Booker: 1784 Comeback: Y
Complaint: 210 TINT
Cause:

| SA..... | TECH... | TYPE. | OPCODE.. | CB-RO..... | DESCRIPTION..... | | | |
|---|---|---|---|---|---|---|---|---|
| 1784 | 9999 | INTS | 210 | | SEE STORY FOR DESCRIPTION OF REPAIRS | | | |
| | | | PARTS$ | 0.00 | LABOR$ | 30.00 | MISC$ | 0.00 |
| 1784 | | INTS | 9999 | | TINT | | | |
| | | | PARTS$ | 0.00 | LABOR$ | 0.00 | MISC$ | 98.00 |

Press B, S#, EST#, ?, or E to Exit:

LEGACY Ford

BUILDING OUR LEGACY ONE CUSTOMER AT A TIME

*Supporting Community... Tradition... Excellence...*

www.LegacyFordTx.com

27225 Southwest Freeway
Rosenberg, Texas 77471
281.342.5611

[redacted]

| | | | |
|---|---|---|---|
| [redacted] | ADVISOR VAL AGUILAR [redacted] | TAG NO. 7919 | INVOICE 06/27 [redacted] |
| | LABOR RATE / LICENSE NO. | MILEAGE 28,835 | COLOR |
| | YEAR / MAKE / MODEL 18/FORD TRUCK/ECOSPORT/4DR SUV SE FW | | DELIVERY DATE / DELIVERY MILES |
| | VEHICLE I.D. NO. M A J 3 P 1 T E 3 J 0 [redacted] | | SELLING DEALER NO. / PRODUCTION DATE |
| | F.T.E. NO. / P. [redacted] | | R.O. DATE 06/16/20 |
| RESIDENCE PHONE / BUSINESS PHONE | COMMENTS | | MO: [redacted] |

LABOR & PARTS----------

J# 1 14FOZ *EEC-DRIVEABILITY TECH(S):998020 0.00

C/S THAT ENGINE MALFUNCTION LIGHT COMING ON AND HESITATING UNABLE TO DUPLCIATE CONCERN. PERFORMED DIAGNOSTICS. HAD HISTORY CODE POOFE FOR EVAP SYSTEM. SMOKE TEST EVAP SYSTEM PASSED. PERFORM EVAP SYSTEM SELF TEST PASSED. TEST DROVE 28 MILES AND NO CONCERNS PRESENT AT THIS TIME.

JOB # 1 TOTAL LABOR & PARTS 0.00

---

J# 2 90FOZ MULTIPOINT INSPECT TECH(S):998020 0.00

PERFORM MULTIPOINT INSPECTION

JOB # 2 TOTAL LABOR & PARTS 0.00

---

TOTALS----------

**********
* NEXT RECOMMENDED SERVICE: *
* 08/25/2020 / 33863 MI 01FOZLOF1 LUBE-OIL-FILTER/5QT. *
**********

WE KNOW YOU HAVE A CHOICE.THANKS FOR CHOOSING US!!

**********
*AMT PD CASH .....*
*AMT PD CK.....CHECK #.....*
*CRED.CD.AMT.....AMEX....MC/VSA....DISC...*
*CASHIER.....DATE.....*
**********

| | |
|---|---|
| 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** |

Any warranties on the products sold hereby are those of the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

The parties agree that prior to instituting any suit in a court of law, that the parties will mediate any dispute involving the repairs requested to this vehicle pursuant to Chapter 154 of the Texas Civil Practices and Remedies Code and should such mediation be unsuccessful, the parties agree to binding arbitration under AAA Consumer-Related Dispute Rules.

Las partes acuerdan que previo a entablar cualquier demanda en una corte de ley. Que las partes mediaran cualquier disputa concerniente a las reparaciones solicitadas a este vehiculo conforme al Capitulo 154 del Codigo de Practicas y Remedios Civiles deTexas y en caso que tal mediacion resulte en francaso las partes entonces aceptaran el arbitraje vinculante bajo las Reglas de Disputas Relacionada al Consumidor AAA.

By execution hereof, notwithstanding potential inclusion on the national "do not call list" buyer specifically authorizes dealer or a dealers representative to contact buyer by telephone or other means to make inquiry concerning customer satisfaction issues surrounding the sales or service experience.

Por la ejecución de este documento, a pesar de inclusión potencial en El Registro Nacional "No Llame" o en "Las Listas para Evitar Llamadas" en Texas, comprador autoriza especificamente el comerciante o a un representante de comerciantes a contactar a comprador por teléfono u otros medios para hacer la indagación con respecto a los asuntos de la satisfacción del cliente que rodean la experiencia de ventas or servicio.

X _____ Signature

CUSTOMER SIGNATURE

********** D U P L I C A T E I N V O I C E **********

The Reynolds and Reynolds Company EMMINVE CC861239 Q (05/17)

PAGE 1 OF 1 CUSTOMER COPY [ END OF INVOICE ] 10:40am

PE23-015 000885 LC SV

LEGACY Ford
BUILDING OUR LEGACY ONE CUSTOMER AT A TIME
Supporting Community... Tradition... Excellence...
www.LegacyFordTx.com

27225 Southwest Freeway
Rosenberg, Texas 77471
281.342.5611

[redacted]

CELL [redacted]

| | | | |
|---|---|---|---|
| [redacted] | ADVISOR: ZECHARIAH MIRANDA [redacted] | | INVOICE DATE: 10/23/19 |
| | LABOR RATE / LICENSE NO. / MILEAGE: 13,185 | | COLOR / STOCK NO. |
| | YEAR/MAKE/MODEL: 18/FORD TRUCK/ECOSPORT/4DR SUV SE FW | | DELIVERY DATE / DELIVERY MILES |
| | VEHICLE I.D. NO.: MAJ3P1TE3JC [redacted] | | SELLING DEALER NO. / PRODUCTION DATE |
| | F.T.E. NO. / P.O. NO. | | R.O. DATE: 10/23/19 |
| RESIDENCE PHONE / BUSINESS PHONE | COMMENTS | | [redacted] |

LABOR & PARTS

J# 1 89FOZWRKS WORKS PACKAGE TECH(S):808 24.95

THE WORKS - OIL CHANGE, TIRES ROTATION AND MULTIPOINT
INSPECTION, USING MOTORCRAFT SYNTHETIC BLEND OIL
The WORKS 1.0L 18/19

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 1 | 1 | BE8Z-6731-AB | KIT - ELEMEN Y | 6.00 | 6.00 |
| JOB # 1 | 5 | XO-5W20-BSP | OIL - ENGINE | 3.80 | 19.00 |
| | | | JOB # 1 TOTAL PARTS | | 25.00 |
| | | | JOB # 1 TOTAL LABOR & PARTS | | 49.95 |

J# 2 89FOZQ99PX SPEED BAY VCU TECH(S):808 0.00

SPEED BAY VEHICLE CHECK UP
VCU
VCU COMPLETE

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

| MISC | CODE | DESCRIPTION | CONTROL NO | |
|---|---|---|---|---|
| JOB # A | WASTQL | SHOP SUPPLIES | | 3.50 |
| | | | TOTAL - MISC | 3.50 |

RECOMMENDATIONS
MISSING WHEEL LOCK TECH USED SHOP MASTER SET

TOTALS

**********
* NEXT RECOMMENDED SERVICE: *
* 03/18/2020 / 18185 MI 01FOZLOF1 LUBE-OIL-FILTER/5QT. *
**********

WE KNOW YOU HAVE A CHOICE.THANKS FOR CHOOSING US!!

**********
*AMT PD CASH .....*
*AMT PD CK.....CHECK #.....*
*CRED.CD.AMT.....AMEX....MC/VSA....DISC...*
*CASHIER.....DATE.....*
**********

| | |
|---|---|
| TOTAL LABOR.... | 24.95 |
| TOTAL PARTS.... | 25.00 |
| TOTAL SUBLET... | 0.00 |
| TOTAL G.O.G.... | 0.00 |
| TOTAL MISC CHG. | 3.50 |
| TOTAL MISC DISC | 0.00 |
| TOTAL TAX..... | 2.35 |
| **TOTAL INVOICE $** | **55.80** |

Any warranties on the products sold hereby are those of the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

The parties agree that prior to instituting any suit in a court of law, that the parties will mediate any dispute involving the repairs requested to this vehicle pursuant to Chapter 154 of the Texas Civil Practices and Remedies Code and should such mediation be unsuccessful, the parties agree to binding arbitration under AAA Consumer-Related Dispute Rules.

Las partes acuerdan que previo a entablar cualquier demanda en una corte de ley, Que las partes mediaran cualquier disputa concerniente a las reparaciones solicitadas a este vehiculo conforme al Capitulo 154 del Codigo de Practicas y Remedios Civiles deTexas y en caso que tal mediacion resulte en francaso las partes entonces aceptaran el arbitraje vinculante bajo las Reglas de Disputas Rolacionada al Consumidor AAA.

By execution hereof, notwithstanding potential inclusion on the national "do not call list" buyer specifically authorizes dealer or a dealers representative to contact buyer by telephone or other means to make inquiry concerning customer satisfaction issues surrounding the sales or service experience.

Por la ejecución de este documento, a pesar de inclusión potencial en El Registro Nacional "No Llame" o en "Las Listas para Evitar Llamadas" en Texas, comprador autoriza especificamente el comerciante o a un representante de comerciantes a contactar a comprador por teléfono o otros medios para hacer la indagación con respecto a los asuntos de la satisfacción del cliente que rodean la experiencia de ventas or servicio.

X _____
Customer Signature

CUSTOMER SIGNATURE

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



The Reynolds and Reynolds Company ERAUTNIVE CC661239 Q (05/17)

LEGACY Ford
BUILDING OUR LEGACY ONE CUSTOMER AT A TIME
Supporting Community... Tradition... Excellence...
www.LegacyFordTx.com

27225 Southwest Freeway
Rosenberg, Texas 77471
281.342.5611

CELL [redacted]

[redacted]

| | | | |
|---|---|---|---|
| ADVISOR: GERALD POWELL | [redacted] | | INVOICE DATE: 03/09/20 |
| LABOR RATE | LICENSE NO. | MILEAGE: 21,985 | COLOR |
| YEAR/MAKE/MODEL: 18/FORD TRUCK/ECOSPORT/4DR SUV SE FW | | | DELIVERY DATE |
| VEHICLE I.D. NO.: M A J 3 P 1 T E 3 J C [redacted] | | | SELLING DEALER NO. |
| P. T. E. NO. | P. O. NO. | | R. O. DATE: 03/09/20 |
| RESIDENCE PHONE | BUSINESS PHONE | COMMENTS | |

LABOR & PARTS----------

J# 1 89FOZWRKS WORKS PACKAGE TECH(S):808 9.95

THE WORKS - OIL CHANGE, TIRES ROTATION AND MULTIPOINT
INSPECTION, USING MOTORCRAFT SYNTHETIC BLEND OIL
The WORKS 1.0L 18/20
COMPLETED OIL CHANGE-COULD'T ROTATE TIRE DUE TO NO WHEEL KEY
IN VEHICLE AND THE MASTER SET DDOESN'T HAVE ONE THAT WORKS.

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 1 | 1 | PK520-4 | OIL | 15.20 | 15.20 |
| JOB # 1 | 4 | XO-5W20-BSP | OIL - ENGINE | **** | **** |
| JOB # 1 | 1 | PKFL910S | | 6.00 | 6.00 |
| JOB # 1 | 1 | BE8Z-6731-AB | KIT - ELEMEN Y | **** | **** |
| | | | JOB # 1 TOTAL PARTS | | 21.20 |
| | | | JOB # 1 TOTAL LABOR & PARTS | | 31.15 |

MISC------CODE--------DESCRIPTION----------CONTROL NO---------

| | | | |
|---|---|---|---|
| JOB # A | WAST | SHOP SUPPLIES | 2.18 |
| | | TOTAL - MISC | 2.18 |

TOTALS----------

**********
* NEXT RECOMMENDED SERVICE: *
* 05/25/2020 / 26985 MI 01FOZLOF1 LUBE-OIL-FILTER/5QT. *
**********

WE KNOW YOU HAVE A CHOICE.THANKS FOR CHOOSING US!!

| | | |
|---|---|---|
| TOTAL LABOR.... | 9.95 | |
| TOTAL PARTS.... | 21.20 | |
| TOTAL SUBLET... | 0.00 | |
| TOTAL G.O.G.... | 0.00 | |
| TOTAL MISC CHG. | 2.18 | |
| TOTAL MISC DISC | 0.00 | |
| TOTAL TAX..... | 1.93 | |
| **TOTAL INVOICE $** | **35.26** | |

**********
*AMT PD CASH.....*
*AMT PD CK.....CHECK #.....*
*CRED.CD.AMT.....AMEX....MC/VSA....DISC...*
*CASHIER.....DATE.....*
**********

Any warranties on the products sold hereby are those of the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

The parties agree that prior to instituting any suit in a court of law, that the parties will mediate any dispute involving the repairs requested to this vehicle pursuant to Chapter 154 of the Texas Civil Practices and Remedies Code and should such mediation be unsuccessful, the parties agree to binding arbitration under AAA Consumer-Related Dispute Rules.

Las partes acuerdan que previo a enlablar cualquier demanda en una corte de ley, Que las partes mediaran cualquiar disputa concerniente a las reparaciones solicitadas a este vehiculo conforme al Capitulo 154 del Codigo de Practicas y Remedios Civiles deTexas y en caso que tal mediacion resulte en francaso las partes entonces aceptaran el arbitraje vinculante bajo las Reglas de Disputas Rolacionada al Consumidor AAA.

By execution hereof, notwithstanding potential inclusion on the national "do not call list" buyer specifically authorizes dealer or a dealers representative to contact buyer by telephone or other means to make inquiry concerning customer satisfaction issues surrounding the sales or service experience.
Por la ejecución de este documento, a pesar de inclusión potencial en El Registro Nacional "No Llame" o en "Las Listas para Evitar Llamadas" en Texas, comprador autoriza específicamente el comerciante o a un representante de comerciantes a contactar a comprador por teléfono o otros medios para hacer la indagación con respecto a los asuntos de la satisfacción del cliente que rodean la experiencia de ventas or servicio.

X _____
Customer Signature

CUSTOMER SIGNATURE

The Reynolds and Reynolds Company ERADRIVE CC661239 Q (05/17)

LEGACY Ford
BUILDING OUR LEGACY ONE CUSTOMER AT A TIME
*Supporting Community... Tradition... Excellence...*
www.LegacyFordTX.com

27225 Southwest Freeway
Rosenberg, Texas 77471
281.342.5611

Ford

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| ADVISOR: GERALD POWELL 887 | TAG NO. 611 | | | | |
| LABOR RATE | LICENSE NO. | MILEAGE 21,985 | | | |
| YEAR / MAKE / MODEL: 18/FORD TRUCK/ECOSPORT/4DR SUV SE FW | | | DELIVERY DATE | DELIVERY MILES | |
| VEHICLE I.D. NO.: M A J 3 P 1 T E 3 J C [redacted] | | | SELLING DEALER NO. | PRODUCTION DATE | |
| F.T.E. NO. | P.O. NO. | R.O. DATE 03/09/20 | | | |
| RESIDENCE PHONE | BUSINESS PHONE | COMMENTS | | | MO: 21 |

LABOR & PARTS----------

J# 1 89FOZWRKS WORKS PACKAGE TECH(S):808 9.95

THE WORKS - OIL CHANGE, TIRES ROTATION AND MULTIPOINT
INSPECTION, USING MOTORCRAFT SYNTHETIC BLEND OIL
The WORKS 1.0L 18/20
COMPLETED OIL CHANGE-COULD'T ROTATE TIRE DUE TO NO WHEEL KEY
IN VEHICLE AND THE MASTER SET DDOESN'T HAVE ONE THAT WORKS.

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 1 | 1 | PK520-4 | OIL | 15.20 | 15.20 |
| JOB # 1 | 4 | XO-5W20-BSP | OIL - ENGINE | **** | **** |
| JOB # 1 | 1 | PKFL910S | | 6.00 | 6.00 |
| JOB # 1 | 1 | BE8Z-6731-AB | KIT - ELEMEN Y | **** | **** |
| | | | JOB # 1 TOTAL PARTS | | 21.20 |
| | | | JOB # 1 TOTAL LABOR & PARTS | | 31.15 |

---

| MISC | CODE | DESCRIPTION | CONTROL NO | |
|---|---|---|---|---|
| JOB # A | WAST | SHOP SUPPLIES | | 2.18 |
| | | | TOTAL - MISC | 2.18 |

TOTALS----------

**********
* NEXT RECOMMENDED SERVICE: *
* 05/25/2020 / 26985 MI 01FOZLOF1 LUBE-OIL-FILTER/5QT. *
**********

WE KNOW YOU HAVE A CHOICE.THANKS FOR CHOOSING US!!

| | |
|---|---|
| TOTAL LABOR.... | 9.95 |
| TOTAL PARTS.... | 21.20 |
| TOTAL SUBLET... | 0.00 |
| TOTAL C.O.G.... | 0.00 |
| TOTAL MISC CHG. | 2.18 |
| TOTAL MISC DISC | 0.00 |
| TOTAL TAX..... | 1.93 |
| **TOTAL INVOICE $** | **35.26** |

**********
*AMT PD CASH.....*
*AMT PD CK.....CHECK #.....*
*CRED CD AMT.....AMEX....MC/VSA....DISC...*
*CASHIER.....DATE.....*
**********

Any warranties on the products sold hereby those of the manufacturer. The seller he expressly disclaims all warranties, e express or implied, including any im warranty of merchantability or fitness f particular purpose, and neither assumes authorizes any other person to assume for liability in connection with the sale of products.

The parties agree that prior to instituting any in a court of law, that the parties will me any dispute involving the repairs requeste this vehicle pursuant to Chapter 154 of Texas Civil Practices and Remedies Code should such mediation be unsuccessful, parties agree to binding arbitration under Consumer-Related Dispute Rules.

Las partes acuerdan que previo a ent cualquier demanda en una corte de ley. Qu partes mediaran cualquier disputa cerniente a las reparaciones solicitadas a vehiculo conforme al Capitulo 154 del Co de Practicas y Remedios Civiles deTexas caso que tal mediacion resulte en francas partes entonces aceptaran al arbitraje v lante bajo las Reglas de Disputas Rolacio al Consumidor AAA.

By execution hereof, notwithstanding pot inclusion on the national "do not call list" I specifically authorizes dealer or a de representative to contact buyer by telepho other means to make inquiry concerning tomer satisfaction issues surrounding the or service experience.

Por la ejecución de este documento, a pes inclusión potencial en El Registro Naciona Llame" o en "Las Listas para Evitar Llam en Texas, comprador autoriza especificar el comerciante o a un representante comerciantes a contactar a comprado teléfono o otros medios para hace indagación con respecto a los asuntos satisfacción del cliente que rodea experiencia de ventas or servicio.

X _____
Customer Signature

CUSTOMER SIGNATURE

LEGACY SERVICE



The Reynolds and Reynolds Company ENANTIVE CC661239 O (05/17)

LEGACY FORD
27225 SOUTHWEST FRWY
ROSENBERG TX 77471

03/09/2020 18:32

DEBIT CARD

DEBIT SALE

Card # [redacted]
Network:
Chip Card:
AID:
SEQ #:
Batch #:
INVOICE #
Trans #: 1023
Approval Code: 060404
Entry Method: Chip Read
Mode: Issuer - PIN Verified

| Product | Qty | Price | Amount |
|---|---|---|---|
| G. Auto Merch | | | $35.26 |

SALE AMOUNT $35.26

THANK YOU

CUSTOMER COPY

LEGACY Ford
BUILDING OUR LEGACY ONE CUSTOMER AT A TIME
Supporting Community... Tradition... Excellence...
www.LegacyFordTx.com

27225 Southwest Freeway
Rosenberg, Texas 77471
281.342.5611

Ford

CELL [redacted]

| | | | |
|---|---|---|---|
| ADVISOR: GERALD POWELL 887 | TAG NO. 611 | INVOICE DATE 03/09/20 | |
| LABOR RATE | LICENSE NO. | MILEAGE 21,985 | COLOR |
| YEAR / MAKE / MODEL 18/FORD TRUCK/ECOSPORT/4DR SUV SE FW | | DELIVERY DATE | DELIVERY MILES |
| VEHICLE I.D. NO. M A J 3 P 1 T E 3 J C [redacted] | | SELLING DEALER NO. | PRODUCTION DATE |
| F.T.E. NO. | P.O. NO. | R.O. DATE 03/09/20 | |
| PHONE | COMMENTS | | MO [redacted] |

```
AGE                    TECH(S):808                                  9.95
ANGE, TIRES ROTATION AND MULTIPOINT
MOTORCRAFT SYNTHETIC BLEND OIL
20
GE-COULD'T ROTATE TIRE DUE TO NO WHEEL KEY
 MASTER SET DDOESN'T HAVE ONE THAT WORKS.

---------DESCRIPTION-------------------UNIT PRICE-
          OIL                                 15.20        15.20
          OIL - ENGINE                         ****         ****
                                               6.00         6.00
AB        KIT - ELEMEN Y                       ****         ****
                                JOB #  1 TOTAL PARTS        21.20

                          JOB #  1 TOTAL LABOR & PARTS      31.15
-------------------------------------------------------------------------
MISC------CODE--------DESCRIPTION-----------------------CONTROL NO---------
JOB # A        WAST  SHOP SUPPLIES                                  2.18
                                                TOTAL - MISC        2.18

TOTALS-------------------------------------------------------------------

*************************************************************************
* NEXT RECOMMENDED SERVICE:                                             *
* 05/25/2020 /  26985 MI 01FOZLOF1       LUBE-OIL-FILTER/5QT.           *
*************************************************************************

WE KNOW YOU HAVE A CHOICE.THANKS FOR CHOOSING US!!
*************************************************
*                                               *
*AMT PD CASH ..................................*
*                                               *
*AMT PD CK.............CHECK #................*
*                                               *
*CRED.CD.AMT.........AMEX....MC/VSA....DISC...*
*                                               *
*CASHIER...............DATE...................*
*************************************************
```

| | |
|---|---|
| TOTAL LABOR.... | 9.95 |
| TOTAL PARTS.... | 21.20 |
| TOTAL SUBLET... | 0.00 |
| TOTAL G.O.G.... | 0.00 |
| TOTAL MISC CHG. | 2.18 |
| TOTAL MISC DISC | 0.00 |
| TOTAL TAX..... | 1.93 |
| **TOTAL INVOICE $** | **35.26** |

Any warranties on the products sold hereby are those of the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

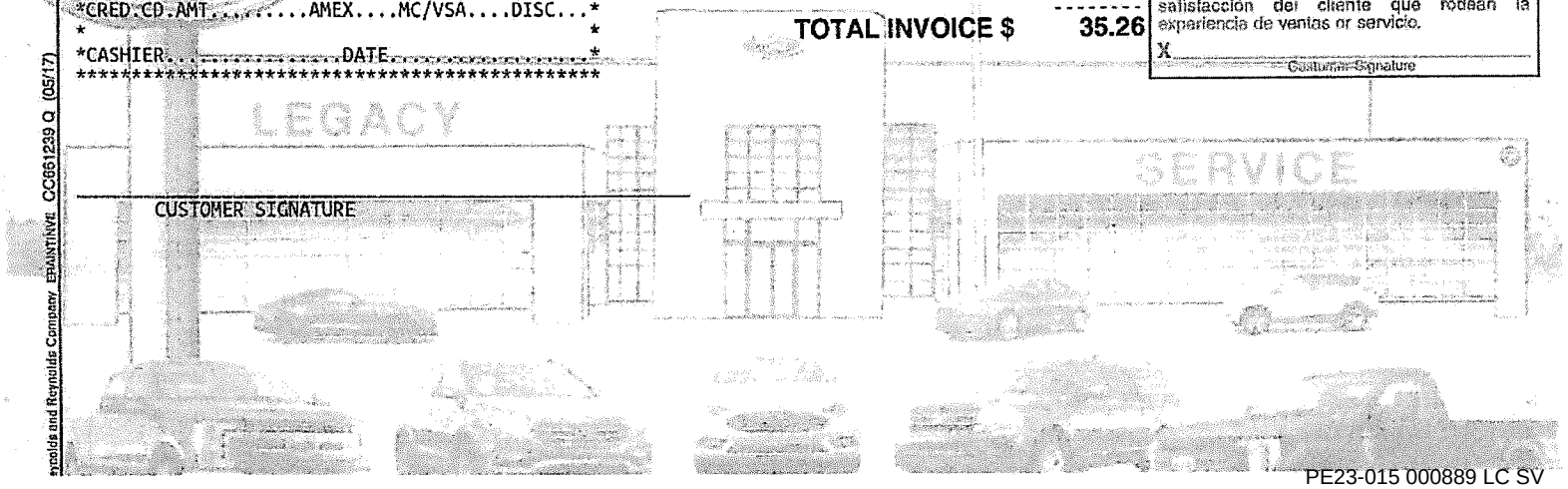
The parties agree that prior to instituting any suit in a court of law, that the parties will mediate any dispute involving the repairs requested to this vehicle pursuant to Chapter 154 of the Texas Civil Practices and Remedies Code and should such mediation be unsuccessful, the parties agree to binding arbitration under AAA Consumer-Related Dispute Rules.

Las partes acuerdan que previo a entablar cualquier demanda en una corte de ley. Que las partes mediaran cualquiar disputa concerniente a las reparaciones solicitadas a este vehiculo conforme al Capitulo 154 del Codigo de Practicas y Remedios Civiles deTexas y en caso que tal mediacion resulte en francaso las partes entonces aceptaran el arbitraje vinculante bajo las Reglas de Disputas Rolacionada al Consumidor AAA.

By execution hereof, notwithstanding potential inclusion on the national "do not call list" buyer specifically authorizes dealer or a dealers representative to contact buyer by telephone or other means to make inquiry concerning customer satisfaction issues surrounding the sales or service experience.

Por la ejecución de este documento, a pesar de inclusión potencial en El Registro Nacional "No Llame" o en "Las Listas para Evitar Llamadas" en Texas, comprador autoriza especificamente el comerciante o a un representante de comerciantes a contactar a comprador por teléfono o otros medios para hacer la indagación con respecto a los asuntos de la satisfacción del cliente que rodean la experiencia de ventas or servicio.

X_____
Customer Signature




CUSTOMER SIGNATURE

ynolds and Reynolds Company ERAINTINVE CC661239 Q (05/17)

LEGACY Ford

BUILDING OUR LEGACY ONE CUSTOMER AT A TIME

*Supporting Community... Tradition... Excellence...*

www.LegacyFordTx.com

27225 Southwest Freeway
Rosenberg, Texas 77471
281.342.5611

[redacted]

[redacted]

| | | | |
|---|---|---|---|
| ADVISOR: VAL AGUILAR | [redacted] | | |
| LABOR RATE | LICENSE NO. [redacted] | | STOCK NO. |
| YEAR / MAKE / MODEL: 18/FORD TRUCK/ECOSPORT/4DR SUV SE FW | | DELIVERY DATE | DELIVERY MILES |
| VEHICLE I.D. NO.: M A J 3 P 1 T E 3 J C [redacted] | | SELLING DEALER NO. | PRODUCTION DATE |
| F.T.E. NO. | P.O. NO. | R.O. DATE: 02/28/20 | [redacted] |
| RESIDENCE PHONE | BUSINESS PHONE | COMMENTS | |

LABOR & PARTS----------

J# 1 41FOZE23 OVERHEATS TECH(S):997427 WARRANTY

C/S THAT CAR WAS OVERHEATING
CCV3 8A365
MT8005D DUE TO NO LABOR OPS
MT8A365 DUE TO NO LABOR OPS
PERFORMED VISUAL INSPECTION HAVE CHECK ENG LIGHT ON AND LOW
COOLAND CHECKED OASIS PER SYMPTOM NO TSBS OR SSMS RELATED
PERFORMED EEC TEST HAVE OVERHEAT CODES SET P0217 P1285
P1299 CLEARED AND TOPED OFF COOLANT AND PERFORMED PRESSURE
TEST THE DEGAS BOTTLE LINE HAS BEEN RUBBING AND THE EXHAUST
MANIFLOD AND STARTED TO MELT AND IN TURN CAUSED A LEAK
MT8A365 TO REPLACE DEGAS BOTTLE HOSE RESECURE AND ADDED
ANTI-CHAF TAPE TO PREVENT FUTURE ISSUE TOPED OFF COOALNT
AND ROAD TEST AND PERFORMED FINAL QUICK TEST CONCERNS NO
LONGER PRESENT

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|---|---|---|---|---|---|
| JOB # 1 | 1 | GN1Z-8A365-A | HOSE - OVERF Y | | |
| | | | JOB # 1 TOTAL PARTS | | 0.00 |
| | | | JOB # 1 TOTAL LABOR & PARTS | | 0.00 |

J# 2 90FOZ MULTIPOINT INSPECT TECH(S):997427 0.00

PERFORM MULTIPOINT INSPECTION

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

TOTALS----------

**********
* NEXT RECOMMENDED SERVICE: *
* 04/17/2020 / 26994 MI 01FOZLOF1 LUBE-OIL-FILTER/5QT. *
**********

WE KNOW YOU HAVE A CHOICE.THANKS FOR CHOOSING US!!

| | |
|---|---|
| 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** |

*AMT PD CASH.....*
*AMT PD CK.....CHECK #.....*
*CRED.CD.AMT.....AMEX....MC/V5A....DISC...*
*CASHIER.....DATE.....*

CUSTOMER SIGNATURE

Any warranties on the products sold hereby are those of the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

The parties agree that prior to instituting any suit or action of law, that the parties will mediate any dispute involving ten repairs requested to have vehicle pursuant to Chapter 154 of the Texas Civil Practices and Remedies Code and should such mediation be unsuccessful, the parties agree to binding arbitration under AAA Consumer Related Dispute Rules.

Las partes acuerdan que previo a entablar cualquier demanda en una corte de ley. Que las partes mediaren cualquier dispute concerniente a las reparaciones solicitadas a este vehículo conforme al Capítulo 154 del Código de Procesos y Remedios Civiles de Texas y en caso que tal mediación resulte en fracaso las partes entonces aceptaran el arbitraje vinculante bajo las Reglas de Disputas Relacionadas al Consumidor AAA.

By execution hereof, notwithstanding potential inclusion on the national "do not call list" buyer specifically authorizes dealer or a dealers representative to contact buyer by telephone or other means to make inquiry concerning customer satisfaction issues surrounding the sales or service experience.

Por la ejecución de este documento, a pesar de inclusión posterior en el Registro Nacional "No Llame" o en "Las Listas para evitar Llamadas" en Texas, comprador autoriza especificamente el comerciante o a un representante de comerciantes a contactar a comprador por teléfono u otros medios para hacer la indagación con respecto a los asuntos de la satisfacción del cliente que rodean la experiencia de venta o servicio.

Customer Signature

The Reynolds and Reynolds Company EFMS/TRW CC581239 Q (05/17)



[CONTINUED ON NEXT PAGE] 10:53am

LEGACY Ford
BUILDING OUR LEGACY ONE CUSTOMER AT A TIME
Supporting Community... Tradition... Excellence...
www.LegacyFordTx.com

27225 Southwest Freeway
Rosenberg, Texas 77471
281.342.5611

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| DRIVER VAL AGUILAR | 997368 | TAG NO. 7611 | INVOICE 0370 | | |
| LABOR DATE | LICENSE NO. | MILEAGE 21,985 | COLOR | STOCK NO | |
| YEAR/MAKE/MODEL 18/FORD TRUCK/ECOSPORT/4DR SUV SE FW | | | DELIVERY DATE | DELIVERY MILES | |
| VEHICLE I.D. NO. MAJ3P1TE3J[redacted] | | | SELLING DEALER NO. | PRODUCTION DATE | |
| F.T.E. NO. | P.O. NO. | | R.O. DATE 02/28/20 | | |
| RESIDENCE PHONE | BUSINESS PHONE | COMMENTS | | MO: [redacted] | |

DUPLICATE INVOICE

Any warranties on this product is sold by way of the manufacturer. The seller expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this product.

The parties agree that prior to instituting any suit or a court of law, the parties will mediate any dispute involving the repairs requested to the vehicle pursuant to Chapter 154 of the Texas Civil Practices and Remedies Code and should such mediation be unsuccessful, the parties agree to binding arbitration under AAA (formerly American Arbitration Association) Consumer Rules.

Las partes acuerdan que previo a entablar cualquier demanda en una corte de ley, las partes mediarán cualquier disputa con respecto a las reparaciones solicitadas a este vehículo conforme al Capítulo 154 del Código de Prácticas y Remedios Civiles de Texas y en caso que la mediación resulte sin éxito las partes acuerdan someterse a arbitraje vinculante bajo las Reglas de Consumidor de la Asociación Americana de Arbitraje (AAA).

By signature hereon, notwithstanding potential inclusion on the national "do not call list" buyer specifically authorizes dealer or a dealer representative to contact buyer by telephone or other means to make inquiry concerning customer satisfaction as to sale surrounding the sales or service experience.

Por la presente, no obstante a poder ser incluido potencialmente en el Registro Nacional "No Llame" o en "Las Listas para Evitar Llamadas" en Texas, comprador autoriza específicamente al concesionario o a un representante de concesionario a contactar al comprador por teléfono o por otros medios para realizar averiguaciones con respecto a los asuntos de la satisfacción del cliente que rodean la experiencia de ventas o servicio.

X _____

The Reynolds and Reynolds Company ERAINTINVE GC6612303 (05/17)



CUSTOMER COPY

[ END OF INVOICE ] 10:53am

LEGACY Ford
BUILDING OUR LEGACY ONE CUSTOMER AT A TIME
Supporting Community... Tradition... Excellence...
www.LegacyFordTx.com

27225 Southwest Freeway
Rosenberg, Texas 77471
281.342.5611

[redacted] CELL: [redacted]

| | | | |
|---|---|---|---|
| [redacted] | VAL AGUILAR | | INVOICE DATE 06/27/20 |
| | LABOR RATE | LICENSE NO. | MILEAGE 28,835 COLOR |
| | YEAR/MAKE/MODEL 18/FORD TRUCK/ECOSPORT/4DR SUV SE FW | | DELIVERY DATE / DELIVERY MILES |
| | VEHICLE I.D. NO. M A J 3 P 1 T E 3 J C [redacted] | | SELLING DEALER NO. / PRODUCTION DATE |
| | P.T.E. NO. / P.O. | | R.O. NO. 06/16/20 |
| | RESIDENCE PHONE / BUSINESS PHONE | COMMENTS | M[redacted] |

LABOR & PARTS

J# 1 14FOZ *EEC-DRIVEABILITY TECH(S):998020 0.00

C/S THAT ENGINE MALFUNCTION LIGHT COMING ON AND HESITATING
UNABLE TO DUPLCIATE CONCERN. PERFORMED DIAGNOSTICS. HAD
HISTORY CODE POOFE FOR EVAP SYSTEM. SMOKE TEST EVAP SYSTEM
PASSED. PERFORM EVAP SYSTEM SELF TEST PASSED. TEST DROVE
28 MILES AND NO CONCERNS PRESENT AT THIS TIME.

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 90FOZ MULTIPOINT INSPECT TECH(S):998020 0.00

PERFORM MULTIPOINT INSPECTION

JOB # 2 TOTAL LABOR & PARTS 0.00

TOTALS

**********
* NEXT RECOMMENDED SERVICE: *
* 08/25/2020 / 33863 MI 01FOZLOF1 LUBE-OIL-FILTER/5QT. *
**********

WE KNOW YOU HAVE A CHOICE.THANKS FOR CHOOSING US!!

**********
*AMT PD CASH .....*
*AMT PD CK.....CHECK #.....*
*CRED.CD.AMT.....AMEX....MC/VSA....DISC...*
*CASHIER.....DATE.....*
**********

| | |
|---|---|
| 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** |

Any warranties on the products s[redacted] those of the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

The parties agree that prior to instituting any suit in a court of law, that the parties will mediate any dispute involving the repairs requested to this vehicle pursuant to Chapter 154 of the Texas Civil Practices and Remedies Code and should such mediation be unsuccessful, the parties agree to binding arbitration under AAA Consumer-Related Dispute Rules.

Las partes acuerdan que previo a enlablar cualquier demanda en una corte de ley. Que las partes mediaran cualquiar disputa concerniente a las reparaciones solicitadas a este vehiculo conforme al Capitulo 154 del Codigo de Practicas y Remedios Civiles deTexas y en caso que tal mediacion resulte en francaso las partes entonces aceptaran el arbitraje vinculante bajo las Reglas de Disputas Rolacionada al Consumidor AAA.

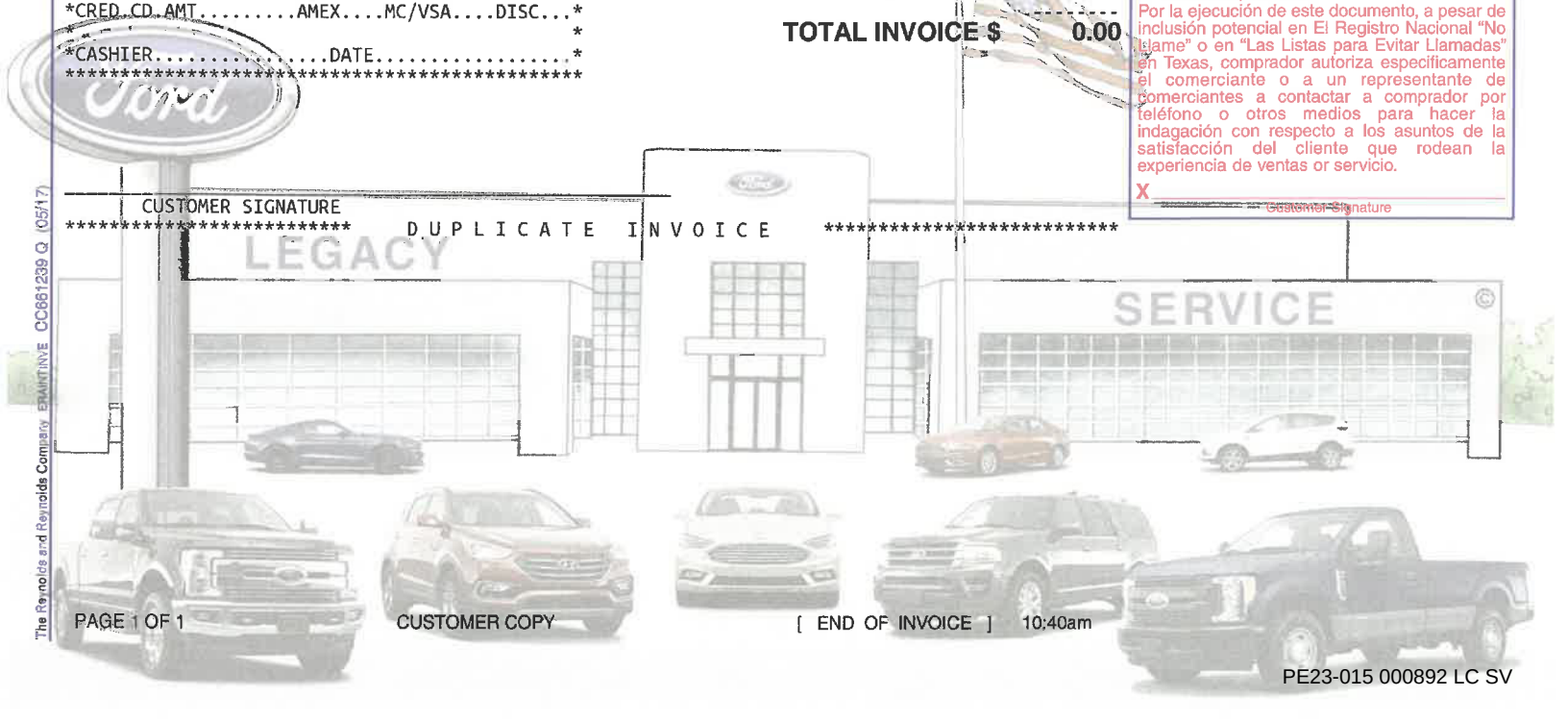
By execution hereof, notwithstanding potential inclusion on the national "do not call list" buyer specifically authorizes dealer or a dealers representative to contact buyer by telephone or other means to make inquiry concerning customer satisfaction issues surrounding the sales or service experience.

Por la ejecución de este documento, a pesar de inclusión potencial en El Registro Nacional "No llame" o en "Las Listas para Evitar Llamadas" en Texas, comprador autoriza específicamente el comerciante o a un representante de comerciantes a contactar a comprador por teléfono o otros medios para hacer la indagación con respecto a los asuntos de la satisfacción del cliente que rodean la experiencia de ventas or servicio.

X _____ Customer Signature

CUSTOMER SIGNATURE

********** D U P L I C A T E I N V O I C E **********




The Reynolds and Reynolds Company ERAINTINVE CC661239 Q (05/17)

LEGACY Ford
BUILDING OUR LEGACY ONE CUSTOMER AT A TIME
*Supporting Community... Tradition... Excellence...*
www.LegacyFordTx.com

27225 Southwest Freeway
Rosenberg, Texas 77471
281.342.5611

[redacted]

J# 1 40FOZ ENGINE-REPAIR TECH(S):997427 WARRANTY

CUSTOMER STATES VEHICLE HAS CEL ON ON START UP VEHICLE HAS A VIBRATION ALSO HAS HAPPENED ONCE OR TWICE WOULD CRANK BUT NO START
CCD8 6049
REPLACE CYL HEAD PER SSM 47587
PERFORMED VISUAL INSPECTION VERIFIED COOLANT LEVEL LOW AND MIL LIGHT ON.PERFORM EEC TEST HAVE CODE P0303 SET.CHECK OASIS HAVE SSM 47587 OPEN FOR COOLANT CONSUMPTION.PERFORM PIN POINT TEST HD 1Y P0303 HD2N HD3Y PERFORM RELATIVE COMP TEST HD4N HD5N HD6N HD7Y HD10N HD11Y HD14Y LOW COOLANT PROCEDED TO PERFORM OVERNIGHT PRESSURE TEST AND REMOVED SPARK PLUGS TO INSPECT FOUND COOLANT IN CYL 3.PERFOMED COST CAP STATES REPAIR.REPLACED CYL HEAD PER SSM 47587 MEASURED CAM CAPS AHD TO REPLACE 5.REPLACED ALL ONE TIME USE PARTS RESEALED WITH TA-357 AND RE-ASSEMBLED ENGINE AND PRT AND RETEST EEC TEST CODES NO LONGER PRESENT AND COOLANT LEVEL GOOD AT THIS TIME

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 1 | 1 | CM5Z-6049-E | CYLINDER HEA | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6051-B | GASKET - CYL | | WARRANTY |
| JOB # 1 | 1 | CM5Z-9439-A | GASKET - INT Y | | WARRANTY |
| JOB # 1 | 1 | CM5Z-8255-A | GASKET Y | | WARRANTY |
| JOB # 1 | 8 | CM5Z-6065-A | BOLT - HEX.H | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6584-B | GASKET | | WARRANTY |
| JOB # 1 | 1 | AA5Z-9E583-A | SEAL Y | | WARRANTY |
| JOB # 1 | 2 | BM5Z-00812-A | BOLT - SPECI Y | | WARRANTY |
| JOB # 1 | 1 | CM5Z-9229-A | KIT - O RING Y | | WARRANTY |
| JOB # 1 | 1 | F1FZ-9N454-G | HEAT SHIELD Y | | WARRANTY |
| JOB # 1 | 8 | -W716271-S437 | NUT Y | | WARRANTY |
| JOB # 1 | 8 | -W715309-S300 | STUD Y | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6K679-B | PIPE - OIL F Y | | WARRANTY |
| JOB # 1 | 1 | 4R8Z-6N652-A | GASKET | | WARRANTY |
| JOB # 1 | 1 | CV6Z-9450-C | GASKET Y | | WARRANTY |
| JOB # 1 | 2 | -W520414-S442 | NUT - HEX. Y | | WARRANTY |
| JOB # 1 | 1 | CM5Z-9450-A | GASKET Y | | WARRANTY |
| JOB # 1 | 6 | -W715195-S437 | BOLT | | WARRANTY |
| JOB # 1 | 2 | CM5Z-6C570-B | VALVE ASY | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6700-B | SEAL ASY - C | | WARRANTY |
| JOB # 1 | 1 | CM5Z-8255-B | GASKET | | WARRANTY |
| JOB # 1 | 1 | BM5Z-2A572-A | GASKET - VAC Y | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6A345-A | BOLT - HEX.H | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6378-A | WASHER | | WARRANTY |
| JOB # 1 | 1 | YS4Z-3N324-AA | RETAINER - B Y | | WARRANTY |
| JOB # 1 | 2 | -W520102-S442 | NUT - LOCKIN Y | | WARRANTY |
| JOB # 1 | 4 | CM5Z-00812-F | BOLT | | WARRANTY |
| JOB # 1 | 4 | CM5Z-00812-H | BOLT - SPECI | | WARRANTY |
| JOB # 1 | 8 | CM5Z-00812-E | BOLT | | WARRANTY |
| JOB # 1 | 2 | -W715992-S442 | BOLT | | WARRANTY |
| JOB # 1 | 2 | -W500414-S442 | BOLT Y | | WARRANTY |
| JOB # 1 | 1 | VC-13-G | ANTI-FREEZE Y | | WARRANTY |
| JOB # 1 | 1 | OSP | WATER | | WARRANTY |
| JOB # 1 | 1 | BE8Z-6731-AC | KIT - ELEMEN Y | | WARRANTY |

Any warranties on the products sold hereby are those of the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

The parties agree that prior to instituting any suit in a court of law, that the parties will mediate any dispute involving the repairs requested to this vehicle pursuant to Chapter 154 of the Texas Civil Practices and Remedies Code and should such mediation be unsuccessful, the parties agree to binding arbitration under AAA Consumer-Related Dispute Rules.

Las partes acuerdan que previo a entablar cualquier demanda en una corte de ley Que las partes mediaran cualquier disputa concerniente a las reparaciones solicitadas a este vehiculo conforme al Capitulo 154 del Codigo de Practicas y Remedios Civiles de Texas y en caso que tal mediacion resulte en fracaso las partes entonces aceptaran al arbitraje vinculante bajo las Reglas de Disputas Relacionada al Consumidor AAA.

By execution hereof, notwithstanding potential inclusion on the national "do not call list" buyer specifically authorizes dealer or a dealers representative to contact buyer by telephone or other means to make inquiry concerning customer satisfaction issues surrounding the sales or service experience.

Por la ejecución de este documento, a pesar de inclusión potencial en El Registro Nacional "No Llame" o en "Las Listas para Evitar Llamadas" de Texas, comprador autoriza específicamente al comerciante o a un representante de comerciantes, a contactar a comprador por teléfono o otros medios para hacer la indagación con respecto a los asuntos de la satisfacción del cliente que rodean la experiencia de ventas or servicio.

X
Customer Signature

The Reynolds and Reynolds Company ERAINTINVE CC661239 Q (05/17)

LEGACY Ford
BUILDING OUR LEGACY ONE CUSTOMER AT A TIME
Supporting Community... Tradition... Excellence...
www.LegacyFordTx.com

27225 Southwest Freeway
Rosenberg, Texas 77471
281.342.5611

[redacted]

J# 1 40FOZ ENGINE-REPAIR TECH(S):997427 WARRANTY

CUSTOMER STATES VEHICLE HAS CEL ON ON START UP VEHICLE HAS A VIBRATION ALSO HAS HAPPENED ONCE OR TWICE WOULD CRANK BUT NO START
CCD8 6049
REPLACE CYL HEAD PER SSM 47587
PERFORMED VISUAL INSPECTION VERIFIED COOLANT LEVEL LOW AND MIL LIGHT ON.PERFORM EEC TEST HAVE CODE P0303 SET.CHECK OASIS HAVE SSM 47587 OPEN FOR COOLANT CONSUMPTION.PERFORM PIN POINT TEST HD 1Y P0303 HD2N HD3Y PERFORM RELATIVE COMP TEST HD4N HD5N HD6N HD7Y HD10N HD11Y HD14Y LOW COOLANT PROCEDED TO PERFORM OVERNIGHT PRESSURE TEST AND REMOVED SPARK PLUGS TO INSPECT FOUND COOLANT IN CYL 3.PERFOMED COST CAP STATES REPAIR.REPLACED CYL HEAD PER SSM 47587 MEASURED CAM CAPS AHD TO REPLACE 5.REPLACED ALL ONE TIME USE PARTS RESEALED WITH TA-357 AND RE-ASSEMBLED ENGINE AND PRT AND RETEST EEC TEST CODES NO LONGER PRESENT AND COOLANT LEVEL GOOD AT THIS TIME

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 1 | 1 | CM5Z-6049-E | CYLINDER HEA | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6051-B | GASKET - CYL | | WARRANTY |
| JOB # 1 | 1 | CM5Z-9439-A | GASKET - INT Y | | WARRANTY |
| JOB # 1 | 1 | CM5Z-8255-A | GASKET Y | | WARRANTY |
| JOB # 1 | 8 | CM5Z-6065-A | BOLT - HEX.H | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6584-B | GASKET | | WARRANTY |
| JOB # 1 | 1 | AA5Z-9E583-A | SEAL Y | | WARRANTY |
| JOB # 1 | 2 | BM5Z-00812-A | BOLT - SPECI Y | | WARRANTY |
| JOB # 1 | 1 | CM5Z-9229-A | KIT - O RING Y | | WARRANTY |
| JOB # 1 | 1 | F1FZ-9N454-G | HEAT SHIELD Y | | WARRANTY |
| JOB # 1 | 8 | -W716271-S437 | NUT Y | | WARRANTY |
| JOB # 1 | 8 | -W715309-S300 | STUD Y | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6K679-B | PIPE - OIL F Y | | WARRANTY |
| JOB # 1 | 1 | 4R8Z-6N652-A | GASKET | | WARRANTY |
| JOB # 1 | 1 | CV6Z-9450-C | GASKET Y | | WARRANTY |
| JOB # 1 | 2 | -W520414-S442 | NUT - HEX. Y | | WARRANTY |
| JOB # 1 | 1 | CM5Z-9450-A | GASKET Y | | WARRANTY |
| JOB # 1 | 6 | -W715195-S437 | BOLT | | WARRANTY |
| JOB # 1 | 2 | CM5Z-6C570-B | VALVE ASY | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6700-B | SEAL ASY - C | | WARRANTY |
| JOB # 1 | 1 | CM5Z-8255-B | GASKET | | WARRANTY |
| JOB # 1 | 1 | BM5Z-2A572-A | GASKET - VAC Y | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6A345-A | BOLT - HEX.H | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6378-A | WASHER | | WARRANTY |
| JOB # 1 | 1 | YS4Z-3N324-AA | RETAINER - B Y | | WARRANTY |
| JOB # 1 | 2 | -W520102-S442 | NUT - LOCKIN Y | | WARRANTY |
| JOB # 1 | 4 | CM5Z-00812-F | BOLT | | WARRANTY |
| JOB # 1 | 4 | CM5Z-00812-H | BOLT - SPECI | | WARRANTY |
| JOB # 1 | 8 | CM5Z-00812-E | BOLT | | WARRANTY |
| JOB # 1 | 2 | -W715992-S442 | BOLT | | WARRANTY |
| JOB # 1 | 2 | -W500414-S442 | BOLT Y | | WARRANTY |
| JOB # 1 | 1 | VC-13-G | ANTI-FREEZE Y | | WARRANTY |
| JOB # 1 | 1 | OSP | WATER | | WARRANTY |
| JOB # 1 | 1 | BE8Z-6731-AC | KIT - ELEMEN Y | | WARRANTY |

Any warranties on the products sold hereby are those of the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

The parties agree that prior to instituting any suit in a court of law, that the parties will mediate any dispute involving the repairs requested to this vehicle pursuant to Chapter 154 of the Texas Civil Practices and Remedies Code and should such mediation be unsuccessful, the parties agree to binding arbitration under AAA Consumer-Related Dispute Rules.

Las partes acuerdan que previo a entablar cualquier demanda en una corte de ley, Que las partes mediarán cualquier disputa concerniente a las reparaciones solicitadas a este vehículo conforme al Capítulo 154 del Código de Prácticas y Remedios Civiles de Texas y en caso que la mediación resulte en fracaso, las partes acuerdan el arbitraje vinculante bajo las Reglas de Disputas Relacionadas al Consumidor AAA.

Sin ejecución hereof, notwithstanding (potential inclusion on the reverse "do not call list" buyer specifically authorizes dealer or it's dealers representative to contact buyer by telephone or other means to make inquiry concerning customer satisfaction issues surrounding the sales or service experience.

Por la ejecución de este documento, y pesar de inclusión potencial en el Registro Nacional "No Llame" o en "Lista Usted para Evitar Llamadas" en línea, comprador autoriza específicamente a concesionario o a un representante de concesionario a ponerse en contacto con el comprador por teléfono o otros medios para hacer la indagación con respecto a los asuntos de la satisfacción del cliente que rodean la experiencia de ventas o servicio.

X

The Reynolds and Reynolds Company ERAINTINVE CC661239 Q (05/17)



PE23-015 000894 LC SV

LEGACY Ford
BUILDING OUR LEGACY ONE CUSTOMER AT A TIME
Supporting Community... Tradition... Excellence...
www.LegacyFordTx.com

27225 Southwest Freeway
Rosenberg, Texas 77471
281.342.5611

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| JOB # 1 | 5 | XO-5W20-Q1SP | MOTORCRAFT S Y | | WARRANTY |
| JOB # 1 | 3 | CM5Z-6500-K | TAPPET - VAL Y | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6500-M | TAPPET - VAL Y | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6500-Q | TAPPET - VAL Y | | WARRANTY |
| JOB # 1 | 1 | TA-357 | SEALANT - SI Y | | WARRANTY |
| JOB # 1 | 1 | ZC-31-B | CLEANER - ME Y | | WARRANTY |
| JOB # 1 | 3 | SP-538-A | SPARK PLUG Y | | WARRANTY |
| JOB # 1 | -1 | CM5Z-6049-E | CORE RETURN | | WARRANTY |
| | | | JOB # 1 TOTAL PARTS | 0.00 | |
| | | | JOB # 1 TOTAL LABOR & PARTS | 0.00 | |

J# 2 B9FOZWRKS WORKS PACKAGE TECH(S):997427 0.00

THE WORKS - OIL CHANGE, TIRES ROTATION AND MULTIPOINT
OIL CHANGED PERFORMED LINE ONE

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

J# 3 90FOZ MULTIPOINT INSPECT TECH(S):997427 0.00

PERFORM MULTIPOINT INSPECTION

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

TOTALS

```
**************************************************
*                                                *
* NEXT RECOMMENDED SERVICE:                      *
* 04/14/2021 /  39815 MI 01FOZLOF1    LUBE-OIL-FILTER/5QT.  *
**************************************************
```

WE KNOW YOU HAVE A CHOICE.THANKS FOR CHOOSING US!!

```
*********************************************
*                                           *
*AMT PD CASH ..............................*
*                                           *
*AMT PD CK.............CHECK #..............*
*                                           *
*CRED.CD.AMT.........AMEX....MC/VSA....DISC...*
*                                           *
*CASHIER..............DATE.................*
*********************************************
```

| | |
|---|---|
| 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** |

WARRANTY

Any warranties on the products sold hereby are those of the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

The parties agree that prior to instituting any suit in a court of law, that the parties will mediate any dispute involving the repairs requested to this vehicle pursuant to Chapter 154 of the Texas Civil Practices and Remedies Code and should such mediation be unsuccessful, the parties agree to binding arbitration under AAA Consumer-Related Dispute Rules.

Las partes acuerdan que previo a entablar cualquier demanda en una corte de ley Que las partes mediaran cualquier disputa concerniente a las reparaciones solicitadas a este vehiculo conforme al Capitulo 154 del Codigo de Practicas y Remedios Civiles de Texas y en caso que tal mediacion resulte en fracaso las partes entonces aceptaran el arbitraje vinculante bajo las Reglas de Disputas Relacionada al Consumidor AAA.

By execution hereof, notwithstanding potential inclusion on the national "do not call list" buyer specifically authorizes dealer or a dealers representative to contact buyer by telephone or other means to make inquiry concerning customer satisfaction issues surrounding the sales or service experience.

Por la ejecucion de este documento, a pesar de inclusion potencial en El Registro Nacional "No Llame" o en "Las Listas para Evitar Llamadas" en Texas, comprador autoriza especificamente al comerciante o a un representante de comerciante a contactar a comprador por telefono o otros medios para hacer la indagacion con respecto a los asuntos de la satisfaccion del cliente que rodean la experiencia de ventas o servicio.

X _____
Customer Signature

_____
CUSTOMER SIGNATURE



The Reynolds and Reynolds Company ERAINTINVE CC661239 Q (05/17)



# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
3323 NE 163rd Street, Suite 504
North Miami Beach, Florida 33160

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


August 8, 2023

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

[redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of [redacted] relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. **The only exception is the dealership may communicate with our client in reference to current and future repairs. The dealer must also provide all necessary documentation for our client including but not limited to repair orders, sales documents and current registration.** Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

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

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

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

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

[redacted]

**Motor Vehicle Defect Notification**

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

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

[x] **3 or more repair attempts have been made to repair the same substantial defect or condition.**

**Description of continuing defect(s) or condition(s) : engine issue - replaced - still persisting - 1 times in for repairs = 40 + days out of service, 28000 miles.**

The problems persist.

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

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

**Vehicle Make:** Ford **Model:** Ecosport **Year:** 2021

**VIN:** MAJ3S2GE9N[redacted] **Date of Delivery**: 12/2021

**Name and City/State of selling dealer or leasing company (if applicable)**

Brandon Ford, 9090 E Adamo Dr, Tampa, FL 33619

**Name and City/State of authorized service agent(s) attempting previous repairs:**

Brandon Ford, 9090 E Adamo Dr, Tampa, FL 33619;

**Consumer** – Stephanie Lama

**Address** –

LEMON LAW GROUP PARTNERS PLC

By: s/n Brooks Siegel

[redacted]

664192X1X1XPRI
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach, FL 33160

FORD MOTOR COMPANY

AUG 18 REC'D

OFFICE OF THE GENERAL COUNSEL

1**********SNGLP 480

Ford Motor Company
PO Box 6248
Dearborn, MI 48121-6248

USPS CERTIFIED MAIL™

9214 8901 3247 3400 1882 3177 26

PRESORTED
FIRST-CLASS MAIL
POSTAGE AND FEES PAID
C2M LLC
22202

CASEMAIL®

**NOTICE:**
The enclosed documents were mailed on behalf of the sender by CaseMail. www.CaseMail.us

CASEMAIL®

[redacted]TIFICATE OF SERVICE

The enclosed documents marked with the CASEMAIL ID listed above, were deposited for delivery by The United States Postal Service, via **First class Certified mail with return signature.** prepaid, with sufficient postage thereon to the recipient listed below.

On Behalf of:
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach FL 33160

Recipient:
Ford Motor Company
PO Box 6248
Dearborn MI 48121-6248

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have mailed the enclosed document(s) marked with the above listed CASEMAL ID hereto in the manner shown and prepared a Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

DIGITAL STAMP:

[redacted]

UNITED STATES POSTAL SERVICE®
Approved Postal Provider®



[redacted]

[redacted]

## Service of Process Transmittal Summary

**TO:** [redacted]

**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:**

**DOCUMENT(S) SERVED:**

**COURT/AGENCY:**

**NATURE OF ACTION:**

**PROCESS SERVED ON:**

**DATE/METHOD OF SERVICE:**

**JURISDICTION SERVED:**

**APPEARANCE OR ANSWER D**

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

**ACTION ITEMS:**

[redacted]

**REGISTERED AGENT CONTACT:**

C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

[redacted]

[redacted]

disclaims all liability for the information contained in this form, including for
contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Wed, Jul 20, 2022
**Server Name:** Jimmy Lizama

| | | |
|---|---|---|
| Entity Served | [redacted] | |
| Case Number | | |
| Jurisdiction | | |

| Inserts | | |
|---|---|---|
| | | |

[redacted]

SUM-100

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

ELECTRONICALLY FILED
by
Superior Court of California
County of Yuba
on 7/19/2022

by M Anderson

**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):* Yuba County Superior Court
215 Fifth Street, Suite 200, Marysville, California 95901

[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):*
Kathryn B. Abrams, 9663 Santa Monica Blvd, Suite 176, Beverly Hills, CA 90210 (888) 415-0610

DATE: 7/19/2022 *(Fecha)*
Clerk, by Heather Pugh M Anderson *(Secretario)* , Deputy *(Adjunto)*

*(For proof of service of this summons, use* Proof of Service of Summons *(form POS-010).)*
*(Para prueba de entrega de esta 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, a Delaware Corporation
   under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date):*

[redacted]

CM-010

FOR COURT USE ONLY

ELECTRONICALLY FILED
by
Superior Court of California
County of Yuba
on 7/19/2022
by M Anderson

NUMBER: CVCV22-00636

E:

T:

**Auto Tort**
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**
- [ ] Asbestos (04)
- [x] 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 [x] 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. [x] monetary b. [x] nonmonetary; declaratory or injunctive relief c. [x] punitive
4. Number of causes of action *(specify)*: Violation of Song-Beverly & Violation of Magnuson-Moss Warranty Act
5. This case [ ] is [x] is not a class action suit.
6. If there are any known related cases, file and serve a [redacted]

Date: July 19, 2022
Kathryn B. Abrams
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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



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

PE23-015 000905 LC SV

## 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

[redacted]

ELECTRONICALLY FILED
by
Superior Court of California
County of Yuba
on 7/19/2022
by M Anderson

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF YUBA**

[redacted]

vs.

FORD MOTOR COMPANY, a Delaware Corporation,

Defendant.

**1. VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT;**
**2. VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT**

**JURY TRIAL DEMANDED**

## SUMMARY

1. This is a "lemon law" lawsuit relating to a defective 2019 Ford Ecosport with a vehicle identification number MAJ3S2GE9K[redacted] (the "Subject Vehicle"). While it was under warranty, Plaintiff took the Subject Vehicle in for repairs of serious defects. However, Defendant was either unable or unwilling to properly diagnose and repair the defects. Accordingly, under the "lemon law", Defendant is obligated to repurchase the Subject Vehicle. Plaintiff is also entitled to a civil penalty based on Defendant's willful violation of the lemon



PE23-015 000907 LC SV

law.

## PARTIES

2. Plaintiff [redacted] is an individual residing at [redacted]

3. Defendant Ford Motor Company ("Ford") is a Delaware Corporation that does business throughout this state, including Yuba County. Ford is the manufacturer and warrantor of the Subject Vehicle. Ford may be served through its registered agent CT Corporation System, 818 West Seventh Street, Suite 930, Los Angeles, California 90017.

4. The transactions and occurrences involved in this action took place in the State of California, County of Yuba.

5. All acts of corporate employees as alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

## FACTS

6. On or around December 26, 2019, Plaintiff purchased the Subject Vehicle from Future Ford of Sacramento. A true and correct copy of the Purchase Agreement is attached hereto and marked Exhibit "A" and by this reference made a part thereof.

7. At the time of the purchase, the Subject Vehicle was accompanied with a factory warranty which, in relevant part, provided for a three (3) year, 36,000-mile bumper-to-bumper warranty (the "Warranty"). True and correct copies of the Pertinent Portion of the Warranty is attached hereto and marked Exhibit "B" and by this reference made a part thereof. Warranty in its entirety is in Defendant's possession.

8. The Subject Vehicle was purchased in the State of California primarily for personal, family, and/or household purposes.

9. The Defendant's warranties covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship.

10. In fact, when delivered, the Subject Vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted. To date, the Subject Vehicle has been in service on at least four (4) occasions to repair defects including an internal coolant leak and oil leaking from the oil pan gasket onto the exhaust causing an oil burning smell requiring replacement of the cylinder head gasket, all gaskets and hardware, performance of engine oil and filter change and performance of misfire monitor relearn, the turbo compressor wheel hitting the compressor housing and the turbo center shaft moving requiring replacement of the turbo assembly, the brakes pulsating, cracked sun visors, the oil light illuminating and the engine failing to crank due to the engine being seized requiring replacement of the long block assembly and the turbocharger and resetting and programming the powertrain control module, the check charging system light illuminating and the battery light illuminating requiring replacement of the alternator, and the Subject Vehicle dying after replacement of the engine and alternator. However, these repairs were unsuccessful, and the defects remain. During said repair attempts the Subject Vehicle has been out of service for at least sixteen (16) days. A true and correct copy of the Repair Orders is attached hereto and marked Exhibit "C" and by this reference made a part thereof.

11. Despite the extensive repairs and the prolonged time during which Future Ford of Roseville, an authorized repair facility for Ford vehicles, was given the opportunity to repair Plaintiff's vehicle, they have failed to repair the Subject Vehicle so as to bring it into conformity with the warranties set forth herein.



PE23-015 000909 LC SV

12. The defects experienced by Plaintiff with the Subject Vehicle substantially impair its use, value and safety to the Plaintiff, and has shaken Plaintiff's faith in the vehicle to operate as dependable transportation.

13. Despite Plaintiff's repeated efforts to allow for opportunities to repair the Subject Vehicle, many nonconforming and defective conditions were not repaired and still exist.

14. Plaintiff directly notified Defendant of the defective conditions of the vehicle on numerous occasions and that she desired a buy-back of the Subject Vehicle. A true and correct copy of the Written Notification is attached hereto and marked Exhibit "D" and by this reference made a part thereof.

**FIRST CAUSE OF ACTION**
**(for Violation of the Song-Beverly Consumer Warranty Act**
**Breach of Express Warranty Against Ford)**

15. Plaintiff repeats and incorporate Paragraphs 1 through 14 as set forth above, incorporate the same herein as though fully set forth.

16. Ford is the warrantor of the Subject Vehicle's express warranty.

17. Pursuant to Ford's express warranty, Ford undertook to preserve or maintain the utility or performance of the Subject Vehicle or provide compensation if there was a failure in such utility or performance.

18. The Subject Vehicle has and has had serious defects and nonconformities to warranty, including, but not limited to, the defects described above.

19. Under the Song-Beverly Consumer Warranty Act ("Warranty Act"), the Subject Vehicle is a "consumer good" purchased for family or household purposes and Plaintiff has used the Subject Vehicle primarily for those purposes.

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

21. Defendant, Ford is a "manufacturer" and/or a "distributor" under the Warranty Act.

22. The foregoing defects and nonconformities to warranty manifested themselves within the applicable express warranty period. The nonconformities substantially impair the use, value and/or safety of the Subject Vehicle.

23. Plaintiff delivered the Subject Vehicle to Future Ford of Roseville for repairs of the nonconformities.

24. Future Ford of Roseville was unable to conform the Subject Vehicle to the applicable express warranties after a reasonable number of attempts.

25. By failure of Ford to remedy the defects as alleged above, or to issue a refund or replacement, Ford is in breach of its obligations under the Act.

26. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under the Warranty Act.

27. Under the Warranty Act, Plaintiff is entitled to reimbursement of all payments made towards the Subject Vehicle (less the amount directly attributable to Plaintiff's use of the Subject Vehicle prior to the discovery of the nonconformities).

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

29. Plaintiff is entitled, in addition to the other amounts recovered, to a civil penalty of up to two (2) times the number of actual damages because Ford willfully failed to comply with their responsibilities under the Warranty Act.

**SECOND CAUSE OF ACTION**
**(for Violation of the Magnuson-Moss Warranty Act Against Ford)**

30. Plaintiff repeats and incorporates Paragraphs 1 through 29 as set forth above, incorporates the same herein as though fully set forth.

31. This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2301(d)(1)(A).

32. Plaintiff is a "consumer" as defined by 15 USC § 2301(3).

33. Defendant is a "supplier" and "warrantor" as defined by 15 USC § 2301(4)(5).

34. The Subject Vehicle is a "consumer product" as defined by 15 USC § 2301(6).

35. 15 USC § 2301(D)(1)(A), requires Defendant, as a warrantor and supplier, to honor the written warranties, service contract and implied warranties by remedying any defects, malfunctions or non-conformities of the Subject Vehicle within a reasonable time and without charge to Plaintiff, as defined in 15 USC § 2304(d).

36. The actions of Defendant as hereinabove described and in failing to tender the Subject Vehicle to Plaintiff free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiff, constitutes a breach of the written and implied warranties covering the Subject Vehicle and are in violation of the Magnuson-Moss Warranty Act.

37. Despite repeated demands and even though the Plaintiff has complied with all reasonable terms and conditions imposed upon her by Defendant, Defendant has failed and refused to cure any defects and non-conformity with the Subject Vehicle.

38. As a result of Defendant's breach of factory and implied warranty as set forth above, and Defendant's failure to honor their obligations under their warranties, Plaintiff has and will continue to suffer damages as enumerated above.

39. Defendant has had a reasonable opportunity to remedy the defects in the Subject Vehicle but has failed to do so, thereby entitling Plaintiff to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.

40. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiff is entitled to recover the purchase price, together with any and all incidental and consequential damages, including attorney's fees, costs and expenses of the suit, as provided by 15 USC § 2301 (D)(2) and equitable relief to which Plaintiff is entitled.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the judgment as follows:

1. For general damages in an amount to be proven at trial.
2. For rescission of the Purchase Agreement and restitution from Ford in the amount of $39,721.24.
3. For a civil penalty of $79,442.48 to be paid by Ford under the Warranty Act.
4. For prejudgment interest at the legal rate.
5. For attorney's fees, costs of suit, and out-of-pocket expenses; and
6. For such other and further relief as the court deems just and proper under the circumstances.

DATED: July 19, 2022



PE23-015 000913 LC SV

[redacted]

**JURY**

Plaintiff demands a jury trial on all issues so triable in this action

DATED: July 19, 2022

[redacted]

# EXHIBIT A

[redacted]

FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate | FINANCE CHARGE<br>The dollar amount the credit will cost you. | Amount Financed<br>The amount of credit provided to you or on your behalf | Total of Payments<br>The amount you will have paid after you have made all payments as scheduled. | Total Sale Price<br>The total cost of your purchase on credit, including your down payment of |
|---|---|---|---|---|
| 6.24 % | $ | $ | $ | $ (e) minus (d) equals (f) |

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 | 0 | N/A |
| One Payment of | N/A | N/A |
| 71 | [redacted] | Monthly beginning [redacted] |
| N/A | N/A | N/A |
| One final payment | [redacted] | [redacted] |

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

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
     - 1. Cash Price Vehicle $ [redacted]
     - 2. Cash Price Accessories $ N/A
     - 3. Other (Nonassessable)
       - Description N/A $ N/A
       - Description 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(s)
     - 1. [redacted] $ [redacted] (D1)
     - 2. N/A $ N/A (D2)
     - 3. N/A $ N/A (D3)
   - E. (Optional) Service Protection Product(s)
     - 1. [redacted] $ [redacted] (E1)
     - 2. N/A $ N/A (E2)
   - F. EV Charging Device (paid to) N/A $ N/A (F)
   - G. Sales Tax (on taxable items in A through F) $ [redacted] (G)
   - H. Pollution Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) [redacted] $ [redacted] (H)
   - I. (Optional) Service Contract(s)
     - 1. (paid to) [redacted] $ [redacted] (I1)
     - 2. (paid to) [redacted] $ [redacted] (I2)
     - 3. (paid to) N/A $ N/A (I3)
     - 4. (paid to) N/A $ N/A (I4)
     - 5. (paid to) N/A $ [redacted] (I5)
   - J. Prior Credit or Lease Balance (or paid by Seller on Vehicle 1 N/A Vehicle 2 N/A $ [redacted] (J)
     (see disclosures and trade-in calculations)
   - K. (Optional) Debt Cancellation Agreement $ [redacted] (K)
   - L. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (L)
   - M. Other (paid to) N/A $ [redacted] (M)
     For N/A
   - N. Other (paid to) N/A $ N/A (N)
     For N/A

   Total Cash Price of Items Bought (1) $ [redacted] (1)

2. Amounts Paid to Public Officials
   - A. Vehicle License Fees $ [redacted] (A)
   - B. Registration/Transfer/Titling Fees $ [redacted] (B)
   - C. California Tire Fees $ [redacted] (C)
   - D. Other N/A $ [redacted] (D)

   Total Official Fees (A through D) $ [redacted] (2)

3. Amounts Paid to Insurance Companies
   (Total premiums from Statement of Insurance) $ N/A (3)
4. ☐ Smog Impositions (Certification Fee or ☐ Smog Impositions Exemption Fee) $ [redacted] (4)
5. Subtotal (1 through 4) $ [redacted] (5)
6. Total Downpayment
   - A. Total Agreed Value of Property Being Traded-in (see Trade-in Worksheet) $ [redacted] (A)
     Vehicle 1 [redacted] Vehicle 2 [redacted]
   - B. Total Gross Prior Credit or Lease Balance (-) $ [redacted] (B)
     Vehicle 1 [redacted] Vehicle 2 N/A
   - C. Total Net Trade-in (A - B) (minimum 0 negative number) $ [redacted] (C)
     Vehicle 1 [redacted] Vehicle 2 N/A
   - D. (Optional) Downpayment Applied by Seller $ N/A (D)
   - E. Manufacturer's Rebate $ [redacted] (E)
   - F. Other N/A $ [redacted] (F)
   - G. Cash, Credit Card(s), Check, Credit Card, or Debit Card $ [redacted] (G)

   Total Downpayment (C through G) $ [redacted] (6)
   (If negative, enter zero (-0-) and enter the amount into Item 9 as a positive number or [redacted])
7. Amount Financed (5 less 6) $ [redacted] (7)

Trade-In Payoff Agreement: Seller relied on information from you, and/or the borrower or lessee of your trade-in vehicle, to arrive at the payoff amount, Balance in Trade-in Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-in vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-in Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the Prior Credit or Lease Balance shown in Trade-in Vehicle(s), or any refund, Seller assumes those [redacted]

[redacted]

NOTICE: You person is required as a condition of obtaining the purchase of a motor vehicle to purchase or maintain any collateral 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

| | | | | | |
|---|---|---|---|---|---|
| 1. N/A | One Utility Pkg & Prem | N/A | N/A | N/A | N/A |
| 2. [redacted] | Ins Company | [redacted] | [redacted] | [redacted] | [redacted] |
| Bodily Injury | $ N/A | Limits | N/A | N/A | N/A |
| Property Damage | $ [redacted] | Limits | N/A | N/A | N/A |
| Medical | [redacted] | | N/A | N/A | N/A |
| [redacted] | | | N/A | N/A | N/A |
| Total Vehicle Insurance Premiums | | | | | $ [redacted] |

[redacted]

[redacted]

Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property $ [redacted]
b. Age-Based Allowance Trade-Equity $ N/A
c. Agreed Value of Property Being Traded-in (a - b) $ N/A
d. Prior Credit or Lease Balance $ N/A
e. Net Trade-in (c - d) (cannot be < 0 for Sales/Lease; 0, cannot be negative) $ N/A

Total Agreed Value of Property Being Traded-in (1e+2e) $ [redacted]
Total Prior Credit or Lease Balance (1d+2d) $ [redacted]
Total Net Trade-In (1e+2e) $ [redacted]
(Also see 6A-C, in the Itemization of Amount Financed)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____
SPECIFIC DATE $ _____

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side, either you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. You understand that you have the right to reject this provision, and you have received a copy of the Arbitration Provision when you signed this contract. Further details are contained in the Arbitration Provision and you should read it carefully.

Buyer Signature X [redacted]

[redacted]

[redacted]

The Seller may assign this contract.

[redacted]

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 ACKNOWLEDGE THAT YOU AND WE BOTH SIGNED THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X [redacted] Date [redacted] Co-Buyer Signature X _____ Date _____

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

Other Owner Signature X _____ Address _____

[redacted]

Guarantor X _____ Date [redacted] Guarantor X _____ Date _____

Address _____ Address _____

Seller Buyer [redacted] Date [redacted] By X [redacted] Title [redacted]

CARS FORM NO. RD-CA-485

The Seller may assign this contract.

PE23-015 000916 LC SV

c. How we will figure Finance Charge. We will figure the Finance Charge (at a daily rate of the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller-Creditor 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 in other amounts you owe Seller-Creditor in any order we choose.

c. How late payments or early payments change what you owe. If you are late, the Finance Charge, Total of Payments, and Total Sale Price shown on the front are the estimates 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 PROHIBITS THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement 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 put 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 in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

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. We 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 the front of this contract or, to 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 subtract the refund from 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 the front. 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 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 at once, subject to any right the law gives you to reinstate this contract.
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.

d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peaceably 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 as your expense. If you do not ask for these items back, we may dispose of them as the law allows.

e. 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 for 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. What we will do with the vehicle we take. We will sell the vehicle we take in a commercially reasonable manner. 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 are the only other allowed expenses. If any money is still owing, 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 us the rest by us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face 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 as a result of our repossessing the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or reduce 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 mismo en la venta.

6. SERVICING AND COLLECTION CONTACTS
You agree that we may try to contact you in writing, by e-mail or using pre-recorded/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. You agree that you will, within a reasonable time, notify us of any change in your name, address, or employment.

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, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information we deem necessary to verify any item contained in your credit application.

You license the predecessor of Cal. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

**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 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 from you any amounts if you have any money due and during us or any 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 30 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.

**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 some time 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 this contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full 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.

**ARBITRATION PROVISION**
**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

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

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

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

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

**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 equipment obtained under this contract.

| Seller accepts the amount in this contract for: | | Assignment under the terms of Seller's agreement with Assignee |
|---|---|---|
| ☐ Assigned with recourse | ☐ Assigned without recourse | ☐ Assigned with limited recourse |
| By: | | Title |

Seller

Form No. 553-CA-(rev. 3/14)

PE23-015 000917 LC SV

# EXHIBIT B

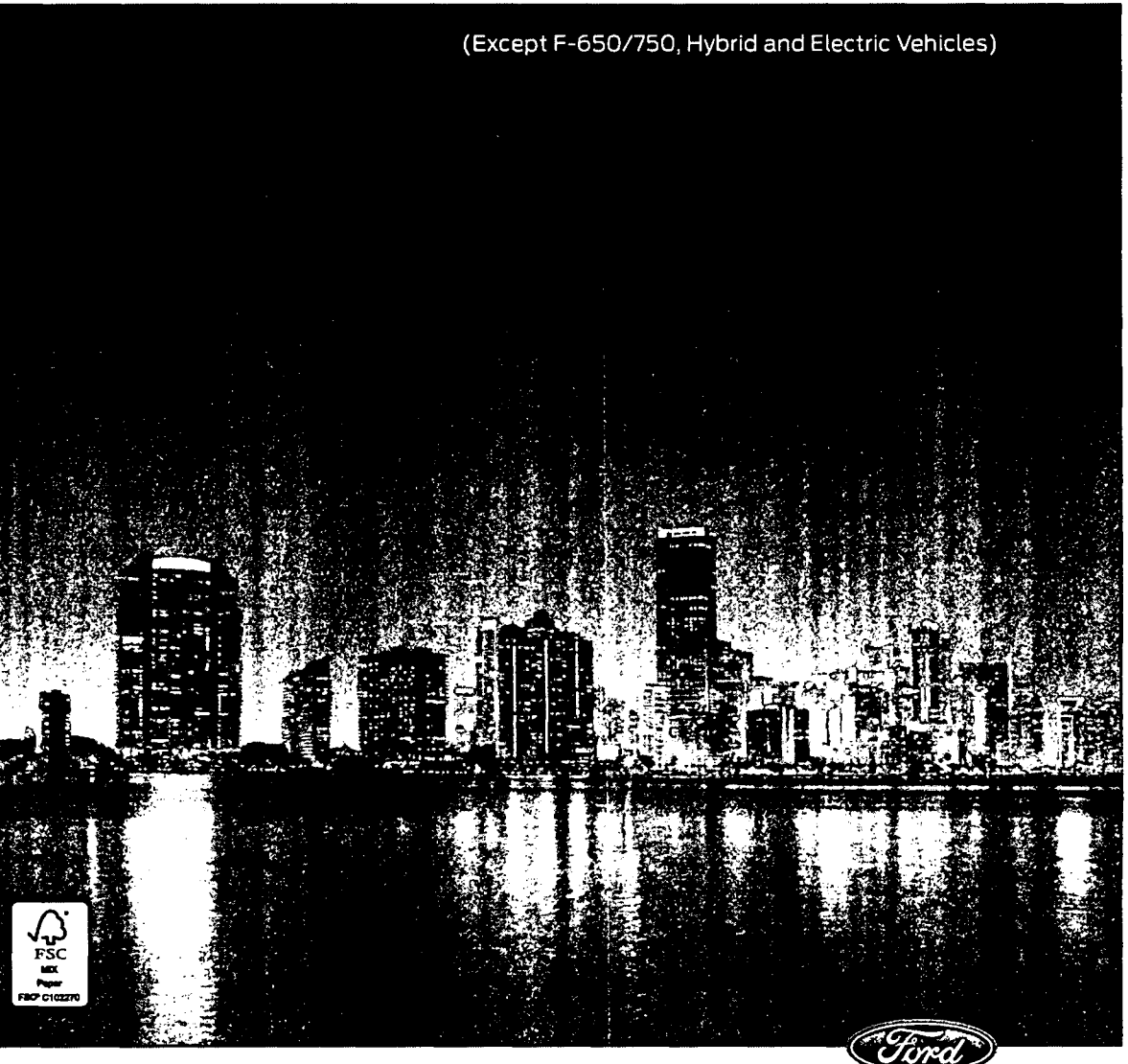
2019 Model Year **Ford Warranty Guide**

(Except F-650/750, Hybrid and Electric Vehicles)

owner.ford.com

fordca

April 2018
First Printing
Litho in U.S.A.



KW7J 19T201 AA

Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.

2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.

3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

| **In the United States:** | **In Canada:** |
|---|---|
| Ford Motor Company<br>Customer Relationship Center<br>P.O. Box 6248<br>Dearborn, MI 48121<br>1-800-392-3673 (FORD)<br>(TDD for the hearing impaired:<br>1–800-232-5952)<br>www.owner.ford.com | Customer Relationship Centre<br>Ford Motor Company<br>of Canada, Limited<br>P.O. Box 2000<br>Oakville, Ontario L6J 5E4<br>1–800-565-3673 (FORD)<br>www.ford.ca |
| **In Asia-Pacific Region, Sub-Saharan Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel:** | **In Puerto Rico:** |
| Ford Motor Company<br>Ford Export Operations<br>Attention: Customer Relations<br>1555 Fairlane Drive<br>Fairlane Business Park #3<br>Allen Park, MI 48101<br>Telephone: (313) 594-4857<br>For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number:<br>(800) 841-FORD (3673)<br>Fax: (313) 390-0804<br>E-mail: expcac@ford.com | Ford International<br>Business Development, Inc.<br>P.O. Box 11957<br>Caparra Heights Station<br>San Juan, PR 00922-1957<br>Telephone: (800) 841-FORD (3673)<br>Fax: (313) 390-0804<br>E-mail: prcac@ford.com<br>www.ford.com.pr |
| **In Middle East:** | |
| Ford Middle East<br>Customer Relationship Center<br>P.O. Box 21470<br>Dubai, United Arab Emirates<br>Telephone: 971-4-3326084<br>Toll-free Number for the Kingdom of Saudi Arabia:<br>800 8971409<br>Local Telephone Number for Kuwait:<br>24810575<br>Fax: 971-4-3327299<br>E-mail: menacac@ford.com<br>www.me.ford.com | |

# Table of Contents


1. INTRODUCTION 1

2. IMPORTANT INFORMATION YOU SHOULD KNOW 2

   If You Need Customer Assistance 2

   Know When Your Warranty Begins 2

   Check Your Vehicle 2

   Maintain Your Vehicle Properly 2

   Who Pays For Warranty Repairs? 3

   Do Warranties Apply In Other Countries? 4

3. THE NEW VEHICLE LIMITED WARRANTY FOR YOUR 2019-MODEL VEHICLE 5

   Limitations And Disclaimers 5

   What Is Covered? 8

   What Is Not Covered? 12

4. IN ADDITION ... 16

   Roadside Service Assistance (United States, Puerto Rico, And U.S. Virgin Islands) 16

5. FEDERAL REQUIREMENTS FOR EMISSIONS WARRANTIES 17

   What Is Covered? 20

   What Is Not Covered? 21

6. CALIFORNIA REQUIREMENTS FOR EMISSIONS WARRANTIES 22

   What Is Covered? 26

   What Is Not Covered? 27

7. ADDITIONAL INFORMATION ABOUT YOUR EMISSIONS WARRANTY COVERAGE, UNDER FEDERAL AND CALIFORNIA REQUIREMENTS 28

8. NOISE EMISSIONS WARRANTY 30

9. FORD PROTECT EXTENDED SERVICE PLAN 31

10. BETTER BUSINESS BUREAU (BBB) AUTO LINE PROGRAM 32

11. STATE WARRANTY ENFORCEMENT LAWS 33

12. IMPORTANT INFORMATION ABOUT AMBULANCE CONVERSIONS 34

# 1. Introduction

**Ford Motor Company** and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

This booklet explains in detail the warranty coverages that apply to your 2019-model car or light truck. If you bought a previously owned 2019-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 17-30).



PE23-015 000923 LC SV

# 2. Important information you should know

## IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 32 or call 1-800-955-5100.

## KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

## CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

## MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner's Manual** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Owner's Manual will invalidate warranty coverage on



PE23-015 000924 LC SV

parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Owner's Manual**.

Your Ford or Lincoln dealership, or Ford or Lincoln Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

## WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

## DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.



PE23-015 000926 LC SV

# 3. The New Vehicle Limited Warranty for your 2019-model vehicle

## LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.



PE23-015 000927 LC SV

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

## DISCLAIMER OF IMPLIED WARRANTIES FOR BUSINESS AND RACING USE

****** Ford disclaims all implied warranties if the vehicle is used for business or commercial purposes. ******

****** Ford disclaims the implied warranty of fitness for a particular purpose if your vehicle is used for racing, even if the vehicle is equipped for racing. ******

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

## APPLICABILITY OF LIMITATIONS OF IMPLIED WARRANTY TO NEW VEHICLE LIMITED WARRANTY AND EMISSIONS WARRANTY

****** This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 17-29. ******

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law". If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 32 of this booklet.



PE23-015 000929 LC SV

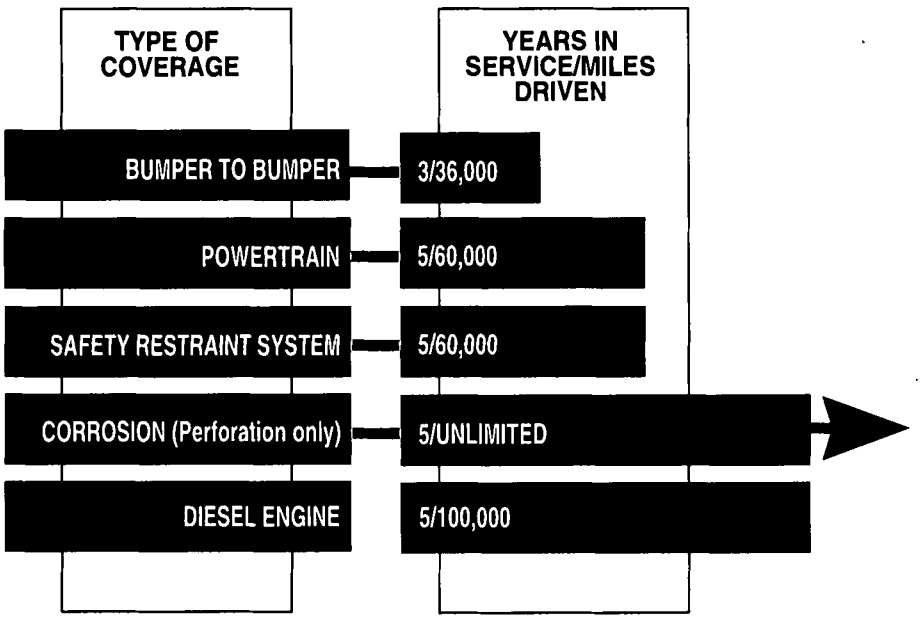
## QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

**Your New Vehicle Limited Warranty**




The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

➡ **What is Covered?** (pages 8-12)
➡ **What is Not Covered?** (pages 12-15)

## WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

| MILES DRIVEN | PERCENT OF PARTS COVERED BY FORD |
|---|---|
| 1-12,000 | 100% |
| 12,001-24,000 | 60% |
| 24,001-36,000 | 30% |

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 15 for details of what is not covered.

**Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,**

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine:** all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

**Transmission:** all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, front bearings, seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, rear bearings, center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints.
**Four-Wheel/All-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator or frame mounted fuel filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator,

powertrain control module, high pressure fuel injection pump assembly, injectors, injection pressure sensor, fuel rail pressure sensor, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

**NOTE:** Some components may also be covered by the Emissions Warranties. For more information, see pages 17-29.

If you own or lease a 2019-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida and New York.

## WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

### Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

### Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)

- the installation or use of a non-Ford Motor Company part or software (other than a certified emissions part or software) or any part or software (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips".

  Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider. For Ford Motor Company software see End User License Agreement found in the Owner Manual.

## Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (which ever occurs first), even though caused by use and/or exposure to the elements.

## Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- wiper blades*
- wheel alignments and tire balancing*
- brake pad/lining*

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.
- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

## SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs of certain damage or loss, such as:

- Loss of personal recording media, software or data
- Loss, change, or discontinuation of functionality because of:
  - system updates to Ford Motor Company software or lack of compatibility with non-Ford Motor Company electronic devices
  - non-Ford Motor Company software, or
  - obsolescence of vehicle software or hardware
  - lack of network coverage or availability
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots

- installation of unauthorized software, peripherals and attachments
- unauthorized, unapproved and/or incompatible repairs, upgrades and modification
- the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

## Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

## Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 34)
- Aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.



PE23-015 000937 LC SV

## ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles of the disablement
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurrences in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- Jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winch out services: includes pulling a vehicle within 100 feet of a paved or county maintained road. No recoveries.

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by another Ford warranty, Ford will provide a refund for the tow charge under the other warranty, through the dealership.

**For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.**

Ford Rent-A-Car (FRAC) and Dealer Daily Rental (DDR) vehicles that must be towed because a covered repair failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.



PE23-015 000938 LC SV

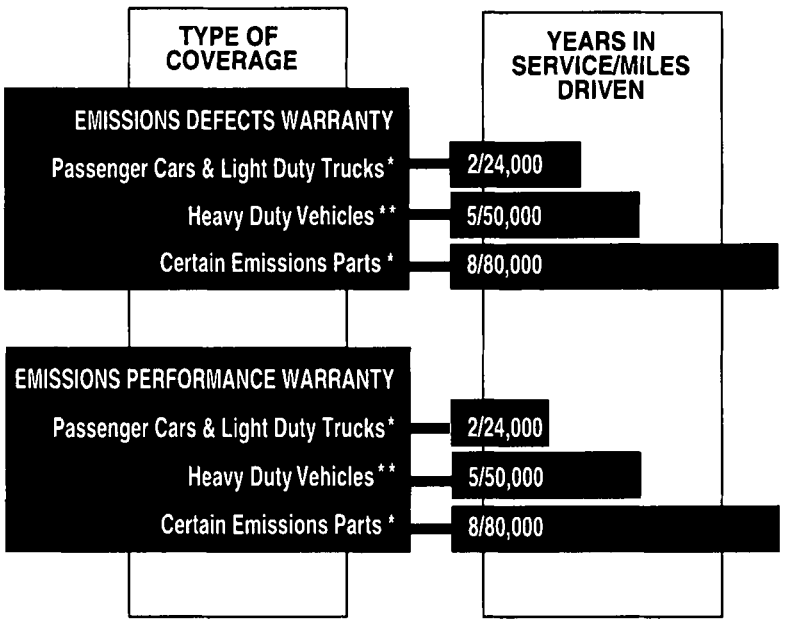
# 5. Federal requirements for emissions warranties

## QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

**Emissions Warranties for Your Vehicle**




* Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)
** Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 19,500 pounds gross vehicle weight rating (GVWR). Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:


- ➡ **Emissions Defect Warranty** (page 18)
- ➡ **Emissions Performance Warranty** (page 19)
- ➡ **What is Covered?** (pages 20-21)
- ➡ **What is Not Covered?** (page 21)

## EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. A list of emission-related parts can be found in **What is Covered?** on pages 20-21.

The warranty coverage period for:

- The emissions defects warranty coverage period for passenger cars and light duty trucks (applies to vehicles up to 8,500 pound GVWR) is as follows:
  - — 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the Battery Energy Control Module (BECM).
  - — 2 years or 24,000 miles (whichever occurs first) for all other covered parts. (Note: Ford's 3-year, 36,000-mile bumper-to-bumper coverage, as described above, surpasses this mandatory federal coverage.)
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  - — The emissions warranty coverage period for heavy duty vehicles (HDVs) is 5 years or 50,000 miles (whichever comes first) for all parts covered by your emissions warranty.

    • **Only for HDVs <u>not</u> designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** The 5 year/50,000 mile warranty includes coverage of components whose failure would increase the vehicle's emissions of air conditioning refrigerants.

    • **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with emission standards are covered for 2 years or 24,000 miles, whichever comes first.

## EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner's Manual** and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars and light duty trucks (applies to vehicles up to 8,500 pounds GVWR) is as follows:
  — 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emissions control unit, and onboard emissions diagnostic devices.
  — 2 years or 24,000 miles (whichever occurs first) for all other covered parts .
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  — 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See **WHAT IS COVERED?** below for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

## WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV system and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

## Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by the emissions performance warranty. For questions about emission-related parts, contact your dealer.

## WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

**U.S. Environmental Protection Agency**
**Office of Transportation and Air Quality**
**Compliance Division, Light-Duty Vehicle Group**
**Attn: Warranty Complaints**
**2000 Traverwood Drive**
**Ann Arbor, MI 48105**
**Email: complianceinfo@epa.gov**



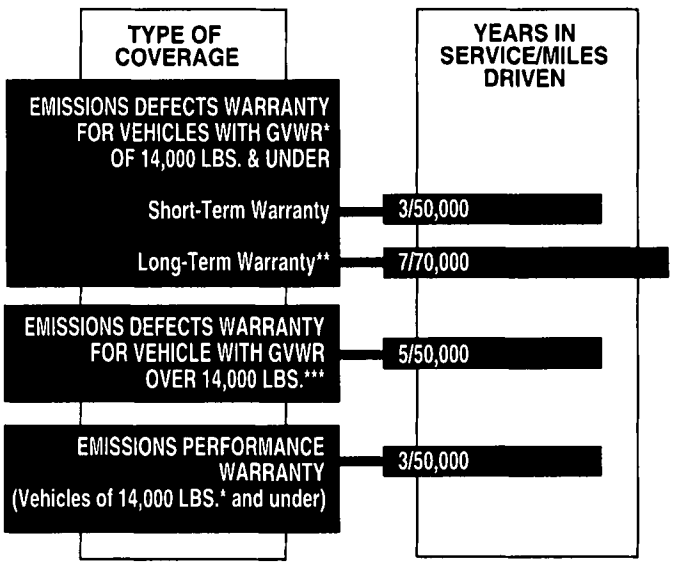
PE23-015 000943 LC SV

# 6. California requirements for emissions warranties

## QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 17).

**Emissions Warranties for California Certified Vehicles**




* Gross Vehicle Weight Rating
** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up to 14,000 GVWR).
*** Diesel engine vehicles over 14,000 pounds GVWR are covered for 5 years or 100,000 miles.



PE23-015 000944 LC SV

## Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state[1] that has adopted and is enforcing California emission warranty regulations applicable for your vehicle at the time of repair, and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

[1] Subject to change, the following states have adopted and are enforcing California emission warranty regulations:

- **Passenger Car & Light-duty Trucks** (up to 8,500 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington
- **Medium-Duty Passenger Vehicles** (up to 10,000 pounds GVWR designed primarily for the transportation of persons. Excludes incomplete trucks, trucks with a seating capacity either over twelve persons total or over nine persons rearward of the driver's seat, or trucks with an open cargo area of at least six feet of interior length): California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, Vermont and Washington
- **Medium-Duty Vehicles** (over 8,500 pounds GVWR up to 14,000 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, and Vermont.
- **Light Heavy-Duty Diesel Engine Vehicles** (over 14,000 pounds GVWR up to 19,500 pounds GVWR) - California, Maine and Pennsylvania.

For full details about coverage under California requirements for emissions control, see:

➡ **Defects Warranties** (pages 24-28)
➡ **Performance Warranty** (pages 24-25)
➡ **What Is Covered?** (pages 26-27)
➡ **What Is Not Covered?** (page 27)

## EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

### Your Warranty Rights and Obligations

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2019-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 24-26, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

### Manufacturer's Warranty Coverage

For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever first occurs):

If a high-priced emissions-related part is defective or if its failure causes your vehicle to fail a Smog Check inspection, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

For a list of the high-priced emission-related parts that are covered for 7 years or 70,000 miles, go to www.owner.ford.com / Owner Manuals. Select the list that corresponds to the model and the model year of your vehicle. NOTE: This list is vehicle specific and may not be the same for all vehicles. It is based on the replacement cost of each specific part, which can vary between vehicle lines.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system DEFECTS WARRANTY.

## Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

**California Air Resources Board**
**9528 Telstar Avenue**
**El Monte, California 91731**



PE23-015 000948 LC SV

## WHAT IS COVERED?

If the parts on the following list contains a defect that affects emissions, they are covered by the Defects Warranties.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

## Important Information about List of Parts

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner's Manual**.

**NOTE**: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

## WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain a defect that affects emissions or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

# 7. Additional information about your emissions warranty coverage, under Federal and California requirements

## HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

## HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.



PE23-015 000951 LC SV

## WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

Under the Federal and California emissions warranties, Ford will repair or replace covered parts if they are properly installed Ford parts or the equivalent, or non-Ford parts that have been certified by the U.S. EPA or the California Air Resources Board (CARB). Ford is not responsible for the cost or repairing or replacing non-Ford parts that are not equivalent to Ford parts or that have not been certified by EPA or CARB.

**The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or the equivalent, or EPA- or CARB-certified parts, without voiding your emissions warranty coverage for future repairs during the applicable warranty period.**

## PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner's Manual**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

## CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 32.

# 8. Noise emissions warranty

## NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

## THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.



PE23-015 000953 LC SV

# 9. Ford Protect Extended Service Plan

## MORE PROTECTION FOR YOUR VEHICLE

You can get more protection for your new car or light truck by purchasing a Ford Protect Extended Service Plan (Ford Protect ESP). Ford Protect ESP service contracts are backed by Ford Motor Company or subsidiaries of Ford Motor Company (examples are but not limited to: Ford Motor Service Company or the American Road Insurance Company). Ford Protect plans provide up to 8 years and 150,000 miles of coverage.

They provide:

- benefits during the warranty period, depending on the plan you purchase can be: reimbursement for a rental vehicle, protecting against tire and wheel road hazard damage, coverage for certain maintenance and wear items, lost key replacement, other plans are available;
- protection against covered repair costs and continuing Roadside Service Assistance benefits after your Bumper to Bumper Warranty expires.

You may purchase Ford Protect ESP from any Ford Motor Company dealer or see our website at Ford-ESP.com. There are several Ford Protect ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving and vehicle ownership needs, including reimbursement for towing and rental.

When you purchase Ford Protect ESP, you receive peace-of-mind protection throughout the United States, Canada and Mexico, provided by a network of more than 4,600 Ford Motor Company dealers.

**NOTE:** Repairs performed outside the United States, Canada, Mexico, Guam or Puerto Rico, Virgin Islands, American Samoa, and District of Columbia are not eligible for Ford Protect ESP coverage.

This information is subject to change. Ask your dealer for complete details about Ford Protect ESP coverage.



PE23-015 000954 LC SV

# 10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibilty under Program Summary Guidelines.

**You can get more information by callng BBB AUTO LINE at 1-800-955-5100, or writing to:**

**BBB AUTO LINE**
**3033 Wilson Boulevard, Suite 600**
**Arlington, Virginia 22201**

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

**Note:** Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.



PE23-015 000955 LC SV

# 11. State warranty enforcement laws

These state laws - sometimes called lemon laws - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

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



PE23-015 000956 LC SV

# 12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

**Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.**

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.



PE23-015 000957 LC SV

# EXHIBIT C

[redacted]

Color: Blue
Int Total: 15.00

[redacted]

All RO Total: 286.13

Tue May 17, 2022 6270776

| Advisor | Miles | RO Status | Total Tech Hours | Warranty Total | Cust Total | Int Total | Misc Total |
|---|---|---|---|---|---|---|---|
| 335 (PARKS, RENEE) | 55390 | COMPLETED | 0.00 | 0.00 | 250.95 | 0.00 | 0.00 |

**Services**

1 **DRIVEA C** (Tech 323)
*Complaint:* CUSTOMER STATES THE ENGINE DIED AND WAS REPLACED THEN DIED AGAIN, THE ALTERNATOR WAS REPLACED AND DIED AGAIN, CHECK AND ADVISE *Correction:* UNABLE TO VERIFY CONCERN. PERFORMED EEC TEST, P0562 PCM CMDTC. CHARGING SYSTEM WORKING NORMALLY RIGHT NOW. CHARGED AND TESTED BATTERY, BATTERY CHARGED AND PASSED. PLEASE HAVE VEHICLE DRIVEN TO VERIFY CONCERN.

2 **TPC C TIRE PRESSURE INSPECTION AND ADJUST AS NEEDED** (Tech )

3 **FTT C** (Tech 444)

**Parts**

**Total:** 0.00

**Comments:**

Mon Oct 11, 2021 6251439

| Advisor | Miles | RO Status | Total Tech Hours | Warranty Total | Cust Total | Int Total | Misc Total |
|---|---|---|---|---|---|---|---|
| 789 (RUELAS, NICK) | 28792 | COMPLETED | 0.00 | 20.18 | 0.00 | 15.00 | 0.00 |

**Services**

1 **LLINEA I** (Tech 194)
*Complaint:* FREE BRAKE INSPECTION CUSTOMER HAS A BRAKE PULSATION PRESENT, CHECK AND ADVISE. *Correction:* Could not verify concern. Inspected brake system. Brake fluid level at MAX and no leaks present. Front and rear brake pad depths are OK. RF, RR, and LR have some minor heat damage (glazing and pitting). No damage present to rims or tires. Tire tread depths and wear patterns are OK. Adjusted tire pressures to spec. 35 psi. Recommend resurface front and rear rotors if concern persists or worsens. No problem has been found at this time and vehicle operation is normal.

2 **LLINEA W** (Tech 194)
*Complaint:* CUSTOMER REPORTS BOTH SUNVISORS ARE CRACKED AT THE PIVOT POINT, WHICH IS NOT ALLOWING A SMOOTH OPERATION. CHECK AND ADVISE. INSTALL SOP VISORS. SEE THE ASM FOR THE PARTS.

3 **00FOZWRKS THE WORKS- OIL CHANGE, TIRE ROTATION ANDMULTI POINT INSPECTION(UP TO 5 QUARTS OIL & OIL FILTER)** (Tech 388)
*Correction:* mpi drained and filled oil replaced oil filter topped off all fluids tire rotation wheels torqued to spec tire pressure set to spec reset oil life new 5k sticker

4 **Q99P C PERFORM MULTI POINT VEHICLE INSPECTION** (Tech )

5 **TPC C TIRE PRESSURE INSPECTION AND ADJUST AS NEEDED** (Tech )

6 **01FOZL FORD-ESP MAINTENANCE SERVICESEE ATTACHED MAINTENANCE SHEET** (Tech 388)

7 **GBATT C GREEN BATTERY CONDITION (BATTERY OPERATING NORMAL-TESTS WITHIN RATED CRANKING AMPERAGE)** (Tech )

[redacted]

**Parts**

| | |
|---|---|
| CAP - SCREW | 10.09 |
| CAP - SCREW | 10.09 |
| KIT - ELEMENT & GASKET - OIL F | 4.31 |
| MOTORCRAFT SAE 5W-20 API GF-6A | 25.80 |
| **Total:** | 0.00 |

**Comments:**

[redacted]

[redacted]

*INVOICE*

PAGE 1

FUTURE FORD LINCOLN OF ROSEVILLE
650 Auto Mall Drive
Roseville, California 95661-3022
BAR# ARD-086417 EPA# CAD983596925
www.futureford.com
email: service@futureford.com
FOR YOUR CONVENIENCE
SERVICE HOURS - 7:00 A.M. to 6:00 P.M.
CASHIER HOURS - 7:30 A.M. to 6:00 P.M.
MONDAY THRU FRIDAY
SATURDAYS - 8:00 A.M. to 4:00 P.M.
(916) 969-3600

SERVICE ADVISOR: 6796 STEVE WILSON

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| BLUE | 19 | FORD ECOSPORT | MAJ3S2GE9KC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN20 DD | 11MAY19 | | 17:00 30DEC20 | | | CASH | 29DEC20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:F084619U DLR:72206<br>ENG:1.0L ECOBOOST ENGINE<br>TRN:6-SPD AUTO TRANS W/SLCTSHFT |
|---|---|---|
| 13:40 17DEC20 | 15:55 29DEC20 | |

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

A PERFORM MAINTENANCE SERVICE-ADVISOR TO SPECIFY THE REQUIRED SERVICE
FOR TECH TO PERFORM 15K SERVICE. LOF, ROTATE, MPI, IN CABIN AIR
FILTER
CAUSE: .
MW PERFORM MAINTENANCE SERVICE-ADVISOR TO SPECIFY
THE REQUIRED SERVICE FOR TECH TO PERFORM
695 TURTURICI,NICHOLAUS LIC#: 3141
WET94 (N/C)
1 BE8Z*6731*AB KIT - ELEMENT & GASKET - OIL F (N/C)
5 XO*5W20*Q1SP MOTORCRAFT SAE 5W-20 API GF-5 (N/C)
1 BE8Z*19N619*A FILTER - ODOUR AND PARTICLES (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
695
19119 performed 15k service. oil and filter change, tire rotation,
replaced cabin filter, multi point inspection
**********

B CUSTOMER STATES THAT THERE IS A BURNING SMELL AND FOUND COOLANT
RESERVIOR ALMOSY EMPTY. PLEASE CHECK AND ADVISE.
CAUSE: .
8 COOLING SYSTEM DIAGNOSIS - REPAIR
6350 DAVIS,DERRICK LIC#: 7463
W94 (N/C)
1 CM5Z*6051*B GASKET - CYLINDER HEAD (N/C)
8 CM5Z*6065*A BOLT - HEX.HEAD (N/C)
1 CM5Z*6584*B GASKET (N/C)
1 CM5Z*9229*A KIT - "O" RING (N/C)
1 CM5Z*9J323*A TUBE ASY (N/C)
1 AA5Z*9E583*A SEAL (N/C)
13 *W500414*S442 BOLT (N/C)
2 CM5Z*6C535*A SEAL - VALVE (N/C)
1 CM5Z*6A345*A BOLT - HEX.HEAD (N/C)
3 CM5Z*9439*A GASKET - INTAKE MANIFOLD (N/C)

**DEAR CUSTOMER**
**Your extended warranty plan paid**

**$_____towards this invoice.**
**AN EXCELLENT INVESTMENT!**

**It's never too late to see if your vehicle qualifies for an extended warranty. See a Finance Mgr. TODAY!**
**THANK YOU FOR YOUR BUSINESS.**
***Future Ford***

| ORIGINAL ESTIMATE | AUTHORIZED REVISED ESTIMATE |
|---|---|
| $ | $ |

LABOR CHARGES ARE PER UNIT HOUR BASED UPON LABOR GUIDES AND OUR EXPERIENCE.
NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and/or receipt of invoice.

CUSTOMER SIGNATURE

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

PE23-015 000961 LC SV

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - 8120 - IMAGING

CUSTOMER COPY

[redacted]

*INVOICE*

PAGE 2

FUTURE FORD LINCOLN OF ROSEVILLE
650 Auto Mall Drive
Roseville, California 95661-3022
BAR# ARD-086417 EPA# CAD983596925
www.futureford.com
email: service@futureford.com
FOR YOUR CONVENIENCE
SERVICE HOURS - 7:00 A.M. to 6:00 P.M.
CASHIER HOURS - 7:30 A.M. to 6:00 P.M.
MONDAY THRU FRIDAY
SATURDAYS - 8:00 A.M. to 4:00 P.M.
(916) 969-3600

SERVICE ADVISOR: 6796 STEVE WILSON

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| BLUE | 19 | FORD ECOSPORT | MAJ3S2GE9KC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN20 DD | 11MAY19 | | 17:00 30DEC20 | | | CASH | 29DEC20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:F084619U DLR:72206<br>ENG:1.0L ECOBOOST ENGINE<br>TRN:6-SPD AUTO TRANS W/SLCTSHFT |
|---|---|---|
| 13:40 17DEC20 | 15:55 29DEC20 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| 1 | CM5Z*9E936*A | | GASKET | | | | (N/C) |
| 1 | CM5Z*8507*A | | GASKET - WATER PUMP | | | | (N/C) |
| 1 | CM5Z*8255*A | | GASKET | | | | (N/C) |
| 4 | *W715775*S300 | | RING | | | | (N/C) |
| 5 | XO*5W20*Q1SP | | MOTORCRAFT SAE 5W-20 API GF-5 | | | | (N/C) |
| 1 | TA*357* | | SEALANT - SILICONE | | | | (N/C) |
| 1 | TA*16* | | ADHESIVE | | | | (N/C) |
| 1 | ZC*20* | | SHAMPOO - ENGINE | | | | (N/C) |
| 1 | ZC*31*B | | CLEANER - METAL SURFACE | | | | (N/C) |
| 1 | *W715141*S442 | | BOLT | | | | (N/C) |
| 14 | *W715474*S437 | | BOLT AND WASHER ASY - HEX.HEAD | | | | (N/C) |
| 4 | *W715991*S442 | | BOLT | | | | (N/C) |
| 4 | *W715992*S442 | | BOLT | | | | (N/C) |
| 1 | GN1Z*5A215*A | | CLAMP - EXHAUST | | | | (N/C) |
| 1 | BE8Z*6731*AB | | KIT - ELEMENT & GASKET - OIL F | | | | (N/C) |
| 1 | CM5Z*9450*A | | GASKET | | | | (N/C) |
| 10 | *W716271*S437 | | NUT | | | | (N/C) |
| 3 | *W718197*S437 | | BOLT | | | | (N/C) |
| 1 | *W711915*S437 | | BOLT - HEX.HEAD | | | | (N/C) |
| 4 | *W500113*S437 | | BOLT - HEX.HEAD | | | | (N/C) |
| 4 | *W500116*S437 | | BOLT - HEX.HEAD | | | | (N/C) |
| 1 | CM5Z*6K679*B | | PIPE - OIL FEED | | | | (N/C) |
| 8 | CM5Z*00812*E | | BOLT | | | | (N/C) |
| 6954. 2 STOCKED | | | | | | | |
| 4 | CM5Z*00812*F | | BOLT | | | | (N/C) |
| 1 | CM5Z*8255*B | | GASKET | | | | (N/C) |
| 1 | CM5Z*6700*B | | SEAL ASY - CRANKSHAFT OIL - FR | | | | (N/C) |
| 2 | CM5Z*00812*H | | BOLT - SPECIAL | | | | (N/C) |
| 8 | *W715309*S300 | | STUD | | | | (N/C) |
| 1 | VC*13*G | | ANTI-FREEZE | | | | (N/C) |
| 1 | CM5Z*6378*A | | WASHER | | | | (N/C) |
| 3 | *W500121*S439 | | BOLT | | | | (N/C) |
| 1 | CM5Z*6C683*A | | FILTER ASY | | | | (N/C) |

**DEAR CUSTOMER**
**Your extended warranty plan paid**

**$_____towards this invoice.**
**AN EXCELLENT INVESTMENT!**

**It's never too late to see if your vehicle qualifies for an extended warranty. See a Finance Mgr. TODAY!**
**THANK YOU FOR YOUR BUSINESS.**
***Future Ford***

| ORIGINAL ESTIMATE | AUTHORIZED REVISED ESTIMATE |
|---|---|
| $ | $ |

LABOR CHARGES ARE PER UNIT HOUR BASED UPON LABOR GUIDES AND OUR EXPERIENCE.
NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and/or receipt of invoice.

CUSTOMER SIGNATURE

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

PE23-015 000962 LC SV

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - 8120 - IMAGING

**CUSTOMER COPY**

[redacted]

[redacted]

*INVOICE*

PAGE 3

FUTURE FORD LINCOLN OF ROSEVILLE
650 Auto Mall Drive
Roseville, California 95661-3022
BAR# ARD-086417 EPA# CAD983596925
www.futureford.com
email: service@futureford.com
FOR YOUR CONVENIENCE
SERVICE HOURS - 7:00 A.M. to 6:00 P.M.
CASHIER HOURS - 7:30 A.M. to 6:00 P.M.
MONDAY THRU FRIDAY
SATURDAYS - 8:00 A.M. to 4:00 P.M.
(916) 969-3600

SERVICE ADVISOR: 6796 STEVE WILSON

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| BLUE | 19 | FORD ECOSPORT | MAJ3S2GE9KC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN20 DD | 11MAY19 | | 17:00 30DEC20 | | | CASH | 29DEC20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:F084619U DLR:72206<br>ENG:1.0L ECOBOOST ENGINE<br>TRN:6-SPD AUTO TRANS W/SLCTSHFT |
|---|---|---|
| 13:40 17DEC20 | 15:55 29DEC20 | |

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

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
6350

19119 DEGAS BOTTLE EMPTY, TOP OFF COOLING SYSTEM, PERFORMED COOLING SYSTEM PRESSURE CHECK, THERE IS NO EXTERNAL COOLANT LEAK, BUT PRESSURE DROP AFTER 5MIN FROM 21PSI TO 18PSI THERE IS A INTERNAL COOLANT LEAK, FOUND SSM 47587 COOLANT CONSUMPTION, WHITE SMOKE AND/OR RUNS ROUGH, REFER TO PRINT OUT OF SSM, NOTICE OIL LEAKING FROM THE OIL PAN GASKET ONTO EXHAUST CAUSING OIL BURNING SMELL, REFER TO PIC ON MY KARMA, RECOMMEND TEAR DOWN, REMOVED TURBO AND CAT ASSEMBLY TO INSPECT INTEGRATED EXHAUST MANIFOLD FOR CRACKS, RESEAL OIL PAN GASKET..... REMOVED TURBO ASSEMBLY AND INSPECTED IEM FOR CRACKS PER SSM AND DID NOT FIND ANY CRACKS IN IEM, ALSO NOTICE TURBO CENTER SHAFT HAS PLAY AND TURBO COMPRESSOR WHEEL IS HITTING TURBO HOUSING REFER TO PIC ON MY KARMA, REMOVED SPARK PLUGS AND BORE SCOPE CYLINDER THERE IS COOLANT INTRUSION CYLINDER 1, RECOMMEND REMOVED CYLINDER HEAD AND INSPECT..... REMOVED CYLINDER HEAD, CHECK CYLINDER HEAD SURFACE FLATNESS AND WITH IN SPEC .00157 IN MEASURE .000 IN, CHECK ENGINE BLOCK FLATNESS AND WHIT IN SPEC .00157 MEASURE .000 IN, HEAD GASKET IS BAD AND CAUSING COOLANT INTRUSION, RECOMMEND REPLACE HEAD GASKET..... R&R CYLINDER HEAD GASKET, REPLACE ALL GASKETS AND HARDWARE PER WSM FOR REPLACING CYLINDER HEAD GASKET, PERFORMED ENGINE OIL AND FILTER CHANGE, FILLED COOLING SYSTEM TO SPEC, PERFORMED MISFIRE MONITOR RELEAN, TEST DROVE, EVERYTHING OK AT THIS TIME

**********

C PERFORM MULTI POINT INSPECTION AND SET TIRE PRESSURE TO MANUFACTURES SPECS

Q99PX PERFORM MULTI POINT INSPECTION AND SET TIRE PRESSURE TO MANUFACTURES SPECS

695 TURTURICI,NICHOLAUS LIC#: 3141

IMP (N/C)

19119 MULTI POINT INSPECTION

**********

**DEAR CUSTOMER**
**Your extended warranty plan paid**

**$_____towards this invoice.**
**AN EXCELLENT INVESTMENT!**

**It's never too late to see if your vehicle qualifies for an extended warranty. See a Finance Mgr. TODAY!**
**THANK YOU FOR YOUR BUSINESS.**
***Future Ford***

| ORIGINAL ESTIMATE | AUTHORIZED REVISED ESTIMATE |
|---|---|
| $ | $ |

LABOR CHARGES ARE PER UNIT HOUR BASED UPON LABOR GUIDES AND OUR EXPERIENCE.
NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and/or receipt of invoice.

CUSTOMER SIGNATURE

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

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - 8120 - WAGING

CUSTOMER COPY

PE23-015 000963 LC SV

[redacted]

[redacted]

*INVOICE*

PAGE 4

FUTURE FORD LINCOLN OF ROSEVILLE
650 Auto Mall Drive
Roseville, California 95661-3022
BAR# ARD-086417 EPA# CAD983596925
www.futureford.com
email: service@futureford.com
FOR YOUR CONVENIENCE
SERVICE HOURS - 7:00 A.M. to 6:00 P.M.
CASHIER HOURS - 7:30 A.M. to 6:00 P.M.
MONDAY THRU FRIDAY
SATURDAYS - 8:00 A.M. to 4:00 P.M.
(916) 969-3600

SERVICE ADVISOR: 6796 STEVE WILSON

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| BLUE | 19 | FORD ECOSPORT | MAJ3S2GE9KC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN20 DD | 11MAY19 | | 17:00 30DEC20 | | | CASH | 29DEC20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:F084619U DLR:72206 ENG:1.0L ECOBOOST ENGINE TRN:6-SPD AUTO TRANS W/SLCTSHFT |
|---|---|---|
| 13:40 17DEC20 | 15:55 29DEC20 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| D** EXTENDED RENTAL APPROVAL | | | |
| CAUSE: . | | | |
| 31 MISC - OTHER | | | |
| 99 TECH,SUBLET LIC#: 99 | | | |
| W94 | | | (N/C) |
| FC: PART#: COUNT: | | | |
| CLAIM TYPE: | | | |
| AUTH CODE: | | | |
| 99 | | | |
| 19119 RENTAL COVERAGE | | | |
| ********** | | | |
| E** ON INSPECTION FOUND OIL LEAKING ON EXHAUST. | | | |
| CAUSE: . | | | |
| 2 LIGHT ENGINE DIAGNOSIS-REPAIR | | | |
| 6350 DAVIS,DERRICK LIC#: 7463 | | | |
| W94 | | | (N/C) |
| FC: PART#: COUNT: | | | |
| CLAIM TYPE: | | | |
| AUTH CODE: | | | |
| 6350 | | | |
| 19119 DURING INSPECTION FOUND OIL PAN GASKET LEAKING ENGINE OIL ON TO EXHAUST, REFER TO PIC ON MY KARMA, RECOMMEND RESEAL OIL PAN GASKET..... R&I OIL PAN AND RESEAL PAN GASKET, REPLACE ALL HARDWARE AND GASKET PER WSM FOR RESEAL OIL PAN GASKET, FILLED ENGINE OIL TO SPEC, R&R OIL FILTER, EVERYTHING OK AT THIS TIME | | | |
| ********** | | | |
| F** MISC - DURING INSPECTION FOUND TURBO HAS EXCESSIVE PLAY. PLEASE CHACK AND ADVISE | | | |
| CAUSE: . | | | |
| 31 MISC - OTHER | | | |
| 6350 DAVIS,DERRICK LIC#: 7463 | | | |
| W94 | | | (N/C) |
| 1 CM5Z*6K682*L TURBOCHARGER ASY | | | (N/C) |
| 1 4R8Z*6N652*A GASKET | | | (N/C) |

**DEAR CUSTOMER**
**Your extended warranty plan paid**

**$_____towards this invoice.**
**AN EXCELLENT INVESTMENT!**

**It's never too late to see if your vehicle qualifies for an extended warranty. See a Finance Mgr. TODAY!**
**THANK YOU FOR YOUR BUSINESS.**
***Future Ford***

| ORIGINAL ESTIMATE | AUTHORIZED REVISED ESTIMATE |
|---|---|
| $ | $ |

LABOR CHARGES ARE PER UNIT HOUR BASED UPON LABOR GUIDES AND OUR EXPERIENCE.
NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and/or receipt of invoice.

CUSTOMER SIGNATURE

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

PE23-015 000964 LC SV

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - 6120 - IMAGING

CUSTOMER COPY

[redacted]

[redacted]

*INVOICE*

PAGE 5

FUTURE FORD LINCOLN OF ROSEVILLE
650 Auto Mall Drive
Roseville, California 95661-3022
BAR# ARD-086417 EPA# CAD983596925
www.futureford.com
email: service@futureford.com
FOR YOUR CONVENIENCE
SERVICE HOURS - 7:00 A.M. to 6:00 P.M.
CASHIER HOURS - 7:30 A.M. to 6:00 P.M.
MONDAY THRU FRIDAY
SATURDAYS - 8:00 A.M. to 4:00 P.M.
(916) 969-3600

SERVICE ADVISOR: 6796 STEVE WILSON

| VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|
| MAJ3S2GE9KC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN20 DD | 11MAY19 | | 17:00 30DEC20 | | | CASH | 29DEC20 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 13:40 17DEC20 | 15:55 29DEC20 | SOLD-STK:F084619U DLR:72206<br>ENG:1.0L ECOBOOST ENGINE<br>TRN:6-SPD AUTO TRANS W/SLCTSHFT |

BLUE 19 FORD ECOSPORT

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| 1 | CM5Z*6L092*A | | | | TUBE ASY - DRAIN | | | (N/C) |
| 1 | F1FZ*9N454*G | | | | HEAT SHIELD | | | (N/C) |
| 1 | BM5Z*2A572*A | | | | GASKET - VACUUM PUMP | | | (N/C) |

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
6350
19119 DURING INSPECTION FOUND TURBO COMPRESSOR WHEEL HITTING COMPRSSOR HOUSING AND TURBO CENTER SHAFT HAS PLAY, RECOMMEND REPLACE TURBO ASSEMBLY, REFER TO PIC ON MY KARMA..... R&R TURBO ASSEMBLY DURING REPAIR ON LINE B

**********

EST: 0.00 17DEC20 13:40 SA: 6796
CONTACT:

**********

ALL PARTS ARE 'NEW' UNLESS INDICATED IN THE PART NUMBER SUFFIX BY AN 'X' OR 'RM' THESE ARE REBUILT. ANY QUESTIONS PLEASE CHECK WITH YOUR SERVICE ADVISOR.
THANK YOU

**DEAR CUSTOMER**
**Your extended warranty plan paid**

**$ _____ towards this invoice.**
**AN EXCELLENT INVESTMENT!**

**It's never too late to see if your vehicle qualifies for an extended warranty. See a Finance Mgr. TODAY!**
**THANK YOU FOR YOUR BUSINESS.**
***Future Ford***

| ORIGINAL ESTIMATE | AUTHORIZED REVISED ESTIMATE |
|---|---|
| $ | $ |

LABOR CHARGES ARE PER UNIT HOUR BASED UPON LABOR GUIDES AND OUR EXPERIENCE.
NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and/or receipt of invoice.

CUSTOMER SIGNATURE

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

PE23-015 000965 LC SV

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - 6120 - IMAGING

CUSTOMER COPY

[redacted]

R.O NO. : 577968 R.O DATE : 05/13/2022 R.O TYPE : S
MILEAGE : 55361 ADVISOR NO. : 7861

JOB NUMBER : 1 OPERATION 99FOZ OP. DESC. RENTAL CAR
SALE TYPE : I TECHNICIAN NO(S). 25
COMPLAINT : PROVIDE SERVICE LOANER
CORRECTION : PROVIDED LOANER VEHICLE AT AGREED PRICE

---

R.O NO. : 575957 R.O DATE : 03/29/2022 R.O TYPE : S
MILEAGE : 55346 ADVISOR NO. : 7861

JOB NUMBER : 1 OPERATION 06FOZZENGINE1 OP. DESC. ENGINE CONCERN
SALE TYPE : W TECHNICIAN NO(S). 7567 8033
COMPLAINT : CUSTOMER STATES OIL LIGHT CAME ON, ENGINE DIED NOW WONT START, NO STARTER ACTION,
ADVISE, CUSTOMER ADVISED WILL BE A COUPLE OF DAYS
HAS FORD EXT SVC CONTRACT
CAUSE : VERIFY ENGINE HAS NO CRANK. PERFORM SELF TEST USING FDRS, P0299 P0340 P0344 P06E9 PRESENT IN THE PCM POSSIBLY DUE TO THE TIME THE ENGINE DIED. MANUALLY TURN THE CRANKSHAFT PULLEY BY HAND, THE ENGINE IS SEIZED. CUSTOMER STATES OIL LIGHT CAME ON AND THEN ENGINE DIED POSSIBLY DUE TO LOW ENGINE OIL PRESSURE PER SSM 49918. ENGINE OIL LEVEL IS FULL, ENGINE COOLANT IS LOW. REC LONG BLOCK ASSEMBLY AND TURBOCHARGER PER SSM 49918. P&A IN. CONTACT HOTLINE 04/01/22. DRAIN A LITTLE OIL TO CHECK FOR METAL CONTAMINATION, METAL CONTAMINATION PRESENT. PERFORM SMART COST CAP PER HOTLINE REQUEST.
ORIGINAL CAUSE : VERIFY ENGINE HAS NO CRANK. PERFORM SELF TEST USING FDRS, P0299 P0340 P0344 P06E9 PRESENT IN THE PCM POSSIBLY DUE TO THE TIME THE ENGINE DIED. MANUALLY TURN THE CRANKSHAFT PULLEY BY HAND, THE ENGINE IS SEIZED. CUSTOMER STATES OIL LIGHT CAME ON AND THEN ENGINE DIED POSSIBLY DUE TO LOW ENGINE OIL PRESSURE PER SSM 49918. ENGINE OIL LEVEL IS FULL, ENGINE COOLANT IS LOW. REC LONG BLOCK ASSEMBLY AND TURBOCHARGER PER SSM 49918. P&A IN.
CORRECTION : TECH 8033 FOLLOWED WORK SHOP MANUEL FOR ENGINE REMOVAL. WITH ENGINE UNABLE TO ROTATE, UNABLE TO REMOVE ENGINE AS PER WORKSHOP MANUEL. ENGINE AND TRANS MUST BE REMOVED AS A UNIT AND SEPARATED ONCE OUT OF VEHICLE. SUB FRAM IS DAMAGED FROM PRIOR IMPACT CAUSING LOWER MOUNT TO BE WEDGED IN PLACE. ADDITIONAL TIME NEEDED TO REMOVE MOUNT. REMOVED ENGINE AND TRANS AS UNIT. TRANSFERRED REUSABLE PARTS TO NEW LONG BLOCK. REMOVED TORQUE CONVERTER WITH ENGINE. HAD TO REMOVE OIL PAN, ,COUNTER BALANCE AND CRANK IN ORDER TO GAIN ACCESS TO TORQUE CONVERTER NUTS TO SEPARATE FLEXPLATE FROM CONVERTER. INSTALLED FLEX PLATE ON LONG BLOCK AND REINSTALLED TORQUE CONVERTER IN TRANS. MULTIPLE HOLES NOT TAPPED AT FACTORY FOR ACCESSORIES. TAPPED TREADS AS NEEDED. MOUNTED TRANS TO NEW ENGINE, REINSTALLED ENGINE AND TRANS IN VEHICLE WITH HELP OF 2ND TECH. CONNECTED COOLANT, FUEL AND TRANSMISSION LINES.

FILLED COOLANT, OIL AND TRANS FLUID. PERFORMED AC SYSTEM LEAK TEST( PASSED TEST). CHARGED AC SYSTEM. RESET KAM AND PROGRAMMED PCM TO LATEST VERSION. ROAD TESTED VEHICLE TO CONFIRM REPAIRS. NO CHECK ENGINE LIGHT ON AND VEHICLE IDLE AND RUNS AS DESIGNED. NO FURTHER REPAIRS REC

WARRANTY [redacted] OPERATION NO. CLAIM NO. OPERATION NO.

JOB NUMBER : 2 [redacted] OP. DESC. RENTAL CAR
SALE TYPE : W TECHNICIAN NO(S). 25
COMPLAINT : PROVIDE SERVICE LOANER
CAUSE : APPROVAL CODE
ORIGINAL : APPROVAL CODE[redacted]
CAUSE
CORRECTION : PROVIDED LOANER VEHICLE AT AGREED PRICE

[redacted]

JOB NUMBER : 3 OPERATION[redacted] OP. DESC. CHARGING SYS CONCERN
SALE TYPE : W TECHNICIAN NO(S). 8033
COMPLAINT : UPON VEHICLE INSPECTION TECHNICIAN FOUND CHECK CHARGING SYSTEM LIGHT IS ON WITH BATTERY LIGHT PRESENT.
CAUSE : TEST ALTERNATOR AND FOUND IT TO BE PRODUCING ONLY 13.2 VOLTS. RECOMMEND REPLACING ALTERNATOR AND RETEST.
CORRECTION : TECH 8033- REMOVED AND REPLACED ALTERNATOR AS PER WORKSHOP MANUEL. TESTED OUTPUT ,14.55V (NORMAL). NO FURTHER REPAIRS REC AT THIS TIME.

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

COMMENTS : [redacted]-N1F3B4 PARTS COPIS CASE

R.O NO. : [redacted] R.O DATE : 05/06/2020 R.O TYPE : S
MILEAGE : 6399 ADVISOR NO. : 7861

JOB NUMBER : 1 OPERATION 33FOZWRKS OP. DESC. PERFORM WORKS
SALE TYPE : W TECHNICIAN NO(S). 7924
COMPLAINT : PERFORM WORKS SPECIAL CHANGE ENGINE OIL AND FILTER ROTATE TIRES VISUALLY INSPECT BRAKE LININGS FOR WEAR
CORRECTION : REPLACED ENGINE OIL AND OIL FILTER. ROTATED TIRES, AND PERFORMED VISUAL BRAKE INSPECTION. FILLED UNDERHOOD FLUIDS AS NEEDED.

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

JOB NUMBER : 2 OPERATION 40FO2-MPVI-FORD OP. DESC. MPVI FORD

SALE TYPE : I TECHNICIAN NO(S). 7924
COMPLAINT : PERFORM MULTI-POINT VEHICLE INSPECTION
CORRECTION : PERFORMED MULTI-POINT VEHICLE INSPECTION

JOB NUMBER : 3 OPERATION 99FOZ-INFLATION OP. DESC. STATE TIRE INFLATION
SALE TYPE : I TECHNICIAN NO(S). 7924
COMPLAINT : PERFORM STATE MANDATED TIRE INFLATION SERVICE, SET TIRE PRESSURES TO SPEC.
CORRECTION : SET TIRE PRESSURES TO MANUFACTURER SPECIFICATIONS

JOB NUMBER : 4 OPERATION 56FOZMPVI OP. DESC. REPORT CARD
SALE TYPE : C TECHNICIAN NO(S). 7924
COMPLAINT : PERFORM MULTI-POINT INSPECTION
CORRECTION : VEHICLE INSPECTION COMPLETE

# EXHIBIT D

# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
9663 Santa Monica Blvd
Suite #176
Beverly Hills, CA 90210

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


July 6, 2022

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

Re: Susan Langley
Vehicle: 2019 Ford Ecosport
VIN: MAJ3S2GE9K[redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of [redacted] relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. **The only exception is the dealership may communicate with our client in reference to current and future repairs. The dealer must also provide all necessary documentation for our client including but not limited to repair orders, sales documents and current registration.** Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

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

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

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

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
[redacted]
Of Counsel Attorney for Plaintiff

[redacted]

[redacted]-015 000970 LC SV



CT Corporation

# Service of Process Transmittal

07/22/2020
CT Log Number [redacted]

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

**RE:** **Process Served in California**

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

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

| | |
|---|---|
| **TITLE OF ACTION:** | [redacted] Pltf. vs. Ford Motor Company, etc., et al., Dfts. |
| **DOCUMENT(S) SERVED:** | - |
| **COURT/AGENCY:** | None Specified<br>Case # [redacted] |
| **NATURE OF ACTION:** | Product Liability Litigation - Lemon Law |
| **ON WHOM PROCESS WAS SERVED:** | C T Corporation System, Los Angeles, CA |
| **DATE AND HOUR OF SERVICE:** | By Process Server on 07/22/2020 at 14:41 |
| **JURISDICTION SERVED :** | California |
| **APPEARANCE OR ANSWER DUE:** | None Specified |
| **ATTORNEY(S) / SENDER(S):** | None Specified |
| **ACTION ITEMS:** | CT has retained the current log, Retain Date: 07/22/2020, Expected Purge Date: 07/27/2020<br><br>Image SOP<br><br>Email Notification, Chris Dzbanski cdzbansk@ford.com |
| **SIGNED:**<br>**ADDRESS:** | C T Corporation System<br>1999 Bryan St Ste 900<br>Dallas, TX 75201-3140 |
| **For Questions:** | 877-564-7529<br>MajorAccountTeam2@wolterskluwer.com |



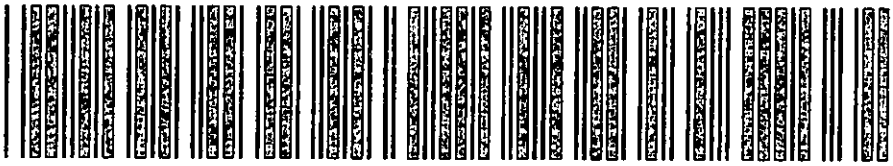
Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in 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.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

| | |
|---|---|
| **Date:** | Wed, Jul 22, 2020 |
| **Server Name:** | David L. |
| **Location:** | Orange, CA-LA |

| | |
|---|---|
| Entity Served | FORD MOTOR COMPANY |
| Agent Name | C T CORPORATION SYSTEM |
| Case Number | [redacted] |
| Jurisdiction | CA-LA |



SUM-100

# SUMMONS
## (CITACION JUDICIAL)

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

Additional Parties Attachment form is attached.

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

[redacted]

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

FILED/ENDORSED
JUL 13 2020
By: B. Singh
Deputy Clerk

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), 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 el 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 lo 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 cumple con los requisitos para obtener servicios legales gratuitos de* [redacted] *programe 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 le corte o el colegio de abogados locales. AVISO: Por ley, la corta 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* [redacted]

[redacted]

DATE: *(Fecha)* JUL 13 2020 Clerk, by *(Secretario)* B SINGH , Deputy *(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, a Delaware Corporate Entity
   under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☒ by personal delivery on *(date):* 7/22/20



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

American LegalNet, Inc.

PE23-015 000974 LC SV

SUM-200(A)

| SHORT TITLE: [redacted] v. Ford Motor Company, et al. | CASE NUMBER: |
|---|---|

**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** *(Check only one box. Use a separate page for each type of party.)*:

☐ Plaintiff ☑ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

[redacted]



Form Adopted for Mandatory Use
Judicial Council of California
SUM-200(A) [Rev. January 1, 2007]

**ADDITIONAL PARTIES ATTACHMENT**
Attachment to Summons

[redacted]

FILED/ENDORSED
JUL 10 2020
By: B. Singh
Deputy Clerk

[redacted]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

[redacted]

Plaintiff,

vs.

[redacted]

Defendants

Case N[redacted]

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

(1) VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT BREACH OF EXPRESS WARRANTY
(2) VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT BREACH OF IMPLIED WARRANTY
(3) VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200

UNLIMITED JURISDICTION - DAMAGES EXCEED $25,000

TO THIS HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

Plaintiff hereby alleges as follows:

PARTIES

1. Plaintiff [redacted] (hereinafter "Plaintiff" or "[redacted] is now and at all times relevant, a resident of the State of [redacted] and all the acts and omission herein set forth occurred in the County of [redacted] in the State of [redacted]

2. Plaintiff is a "buyer" as defined by *California Civil Code § 2981(c)* and *§ 1791(b)*



PE23-015 000976 LC SV

3. Plaintiff believes that Defendant, FORD MOTOR COMPANY (hereinafter "FORD" and or "Defendant), a manufacturer as defined by *Civil Code §§ 1791(j)* and *(l)*, is and at all relevant times has been, a business entity, incorporated and organized and existing under the laws of the State of Delaware, with their corporate offices located at1 American Road, Dearborn, MI 48126.

4. Plaintiff believes that Defendant, CYPRESS COAST FORD LINCILN d.b.a. AUGARTEN, LTD. (hereinafter "CYPRESS" or "Defendants"), a retailer as defined by *Civil Code § 1791(l)*, is and at all relevant times has been, a business entity, incorporated and organized and existing under the laws of the State of California, with their corporate offices located at 4 Geary Plaza, Seaside CA 93955.

5. Defendants, FORD and CYPRESS are "persons" as defined by *California Civil Code § 1761(c)*.

6. FORD is a "service contract seller" and/or "service contractor" and/or "service contract administrator" as defined respectively in *California Civil Code § 1791(q), (r)* and *(p)*.

7. FORD is licensed to do business in California and transacts business in Sacramento County, [redacted] and at all relevant times sold, promoted, and distributed vehicles, an example of which is the subject of this Complaint throughout the United States, including [redacted] County, [redacted] FORD has significant contacts with [redacted] County, California, and the activities complained of herein occurred, in whole or in part, in [redacted] County, [redacted] FORD's agent for service of process is CT Corporation System, located at 818 W. Seventh St. 2nd Floor, Los Angeles, California 90017.

8. Defendant, CYPRESS is licensed to do business in [redacted] and transacts business in [redacted] County, [redacted] and at all relevant times sold, promoted, and distributed vehicles, an example of which is the subject of this Complaint throughout the United States, including [redacted] County, [redacted] CYPRESS has significant contacts with [redacted] County, [redacted] and the activities complained of herein occurred, in whole or in part, in [redacted] County, [redacted] CYPRESS' agent for service of process is Shirley C. Estrada, located at 4 Geary Plaza, Seaside CA 93955.



PE23-015 000977 LC SV

9. Plaintiff is informed and believes, and on thereupon basis alleges, that each fictitiously named Defendant, herein DOES 1 through 20, are responsible for the events hereinafter alleged. Plaintiff further alleges that Unknown Defendants were responsible in part for the damages, and at this time unknown to Plaintiff. Plaintiff will seek leave of Court to amend this Complaint to allege the true names and capacities of said fictitious named Defendants when ascertained.

10. Plaintiff is informed and believes, and on thereupon alleges, that at all times mentioned herein, the Unknown Defendants are individual and/or business entities whose forms are unknown. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned herein, the Unknown Defendants were agents, principals, employees, employers, and co-conspirators of each and every other names or unnamed Defendants in this Complaint.

11. Defendants sued herein as Does 1 through 20 are contractually, strictly, negligently, intentionally, vicariously liable and or otherwise legally responsible in some manner for each and every act, omission, obligation, event or happening set forth in this Complaint, and that each of said fictitiously named Defendants is indebted to Plaintiff as hereinafter alleged.

12. Whenever in this Complaint an act or omission of a corporation or business entity is alleged, the allegation shall be deemed to mean and include an allegation that the corporation or business entity acted or failed to act through its authorized officers, directors, agents, servants, and/or employees, acting within the course and scope of their duties, that the act or omission was authorized by corporate managerial officers or directors, and that the act or omission was ratified by the officers and directors of the corporation or business entity. As a result of their manufacturing and sales activitics, Defendants, and each of them, are and were subject to and must comply with the Civil Code, Business and Professions Code § 17200, the Unfair and Deceptive Business Practices Act, and other relevant statutes and case law.

**JURISDICTION**

13. Plaintiff is informed and believes, and on thereupon alleges, that Defendant, FORD is a



PE23-015 000978 LC SV

Delaware corporate entity, registered as a foreign corporation in the State of California.

14. Plaintiff is informed and believes, and thereupon alleges, that Defendant, CYPRESS is a corporate entity, in the State of California.

15. Plaintiff is informed and believes, and thereupon alleges, that the incidents and events that gave rise to the above entitled complaint were committed in the County of Sacramento.

## STATEMENT OF THE FACTS

16. Plaintiff re-alleges and incorporates by reference all proceeding paragraphs 1 through 14 as though fully set forth herein.

17. On or around August 03, 2018 Plaintiff leased a new 2018 Eco Sport (hereinafter "Vehicle"), VIN MAJ3PITE8JC[redacted] from Folsom Lake Ford (hereinafter "Dealership") located at 12755 Folsom Blvd, Folsom CA 95630.

18. The Vehicle was sold with FORD 3yrs/ 36,000 miles bumper to bumper warranty and 5yrs/ 60,000 miles powertrain warranty, to be free from defects in materials and workmanship. Defendant FORD, by way of their warranties, promised Plaintiff to make or provide repairs that were free of charges during the warranty period.

19. The Vehicle is a "consumer good" and "consumer product" as defined respectively in Civil Code §§ 1791(a), and 15 U.S.C.A. 2301(1).

20. Plaintiff's purchase of the vehicle is a "transaction" as defined in Civil Code § 1761(e), and a "sale" as defined in Civil Code § 1791(n), all pursuant to a "conditional sale contract" as defined in Civil Code § 2981(a)(1).

21. Plaintiff, from the time of the purchase of the Vehicle to the present, the Vehicle has suffered extensive and ongoing problems, including but not limited to the following as articulated and written by the servicing FORD dealership:

| Problems | Date | Odo. | Days | RO # |
|---|---|---|---|---|
| **Engine Noise** – VERIFIED – Customer states the engine makes a clatter when running<br>Checked the engine and found zero oil pressure and engine making noise.<br>Replaced the engine with a long block unit and transferred parts to new | 07/15/19 | 11,158 | 12 | 343456 |

| | | | | |
|---|---|---|---|---|
| Verified concern, engine is rattling when running, low oil pressure light is on in dash, checked for proper oil level – pass, ran koeo found DTC P0012 & P0014, installed oil pressure gauge – fail 0 psi reading, tried another gauge – fail 0 psi, removed oil filter, very little oil in filter, cut open filter & found metal in filter paper. Removed valve cover & found camshaft is blue to due to no or little oil being fed to upper end of engine, need to tear down & inspect. Went to cost cap gained approval of engine assy, disassembled, removed engine swapped over old parts onto new engine, installed new engine, reassembled, filled fluids, performed reset of misfire monitor. Cleared DTCs performed road test – pass. | | | | |
| **Engine Noise** – *2nd Repair Attempt* – VERIFIED – Customer states while driving, she noticed a noise, it sounded as if the vehicle was bogging. Then when customer got into intersection the vehicle died on her. Customer started it up and the vehicle woud only go 5 -10 mph. please check and advise<br>Mil off. Eec test, found P0351, P0352, and P0353. Checked for service messages, none apply. Directed to pinpoint test JF. JF1: PCM quick test shows P0351, P0352 and P0353, go to JF4 JF4 measured voltage and found 12.1 volts, go to JF5: JF5 measured resistance and found .8 ohns, go to JF6. JF6: measured resistance and found .6 ohns go to JF7. JF7: measured voltage and found 0 volts, go to JF8 JF8: measured resistance and found out of limits, go to JF9. JF9: no spark present on all cylinders. Not likely to need replace all 3 coild. Go to JF10. JF10: concern still present. Must install new PCM due to internal fault. Ac code. RP90FNJ5WR729<br>Removed and installed new PCM. Cleared DTCs. Retest for DTCs. None return. Performed PMI process. Reprogrammed pats to the new PCM. | 08/10/19 | 11,528 | 39 | 884401 |



PE23-015 000980 LC SV

| | | | | |
|---|---|---|---|---|
| Performed misfire monitor neutral profile. Correction. Downloaded transmission strategy cleared DTC. Road test while monitoring misfire. Monitor pid to verify repair, pid reading ok. Vehicle ok at this time. | | | | |
| **Crank/No Start** – Customer states vehicle will crank and not start. Please check and advise [no other repairs noted] | 09/18/19 | 11;538 | 1 | 888700 |

22. Plaintiff has suffered through an ongoing and reoccurring problem with the engine in 2018 Ford Eco-sport.
23. Defendant FORD is well aware of the chronic issues that have plagued the Vehicle.
24. Plaintiff's Vehicle continued to experience serious engine issues. Plaintiff was forced to return to FORD several times with the same underlying engine issues.
25. The Vehicle still shudders under acceleration and Plaintiff feels anxiety every time she operates the Vehicle.
26. The issues plaguing the Vehicle are not the fault of the Plaintiff. Plaintiff has meticulously maintained the Vehicle. The uncorrected issues are the fault of Defendant FORD.
27. The servicing Dealerships are Defendant FORD's agents in the capacity as they perform warranty repairs on behalf of and for FORD. It is clear that FORD is unable to fix, remedy and or repair the Vehicle to conform to the warranty. The Defendant's multiple replacements of the transmission and repair attempts have proven willfully unsuccessful in resolving the issue.
28. Plaintiff paid top dollar for the Vehicle and is reasonably entitled to expect great professional service and reliably strong vehicle. It is obvious that the chronic problems and defects are not acceptable in this class of vehicles.
29. FORD's multiple failures to remedy, repair and or fix the issues with the Vehicle have left the Plaintiff with no reasonable alternative but to bring this legal action.

## FIRST CAUSE OF ACTION

### Breach of Express Warranty-Song-Beverly Consumer Warranty Act

**Against FORD**

30. Plaintiff re-alleges and incorporates by reference all proceeding paragraphs 1 through 29 as though fully set forth herein.

31. In connection with the sale of the defective Vehicle, Defendant FORD provided the warranty as articulated in paragraph 18 herein the complaint. Under the terms of the warranty, FORD undertook to preserve and maintain the utility and performance of the Vehicle and to provide compensation to the original and subsequent private purchasers of the Vehicle if there is a failure of utility and or performance within said warranty period.

32. The warranty is an express warranty and a written warranty within the meaning defined, respectively, in Civil Code §1791.2 and 15 U.S.C. § 2301 (6).

33. The above-described defects, malfunctions, and nonconformities, more fully explained above in Paragraph 21, substantially impair the use, value, and safety of the vehicle.

34. Defendant FORD violated Civil Code § 1793.2, subdivision (d)(2) when it breached the express warranty provided by refusing within a reasonable number of attempts to service or repair the vehicle so as to conform it to the express warranty and again violated this same subsection when it subsequently failed to offer Plaintiff a repurchase or replacement of vehicle including restitution of all money paid out toward the vehicle, and interest on the same.

35. Under Civil Code § 1793.2(d)(2), FORD must, upon election by Plaintiff, reimburse the vehicle's price to Plaintiff or replace vehicle with a like vehicle. Plaintiff hereby again revokes her acceptance of the vehicle, rescind the contract, and demands a complete refund as explained above.

36. FORD violated Civil Code §§ 1793.3 and 1793.4 by failing to commence service and repair within reasonable time, and failing to tender conforming goods within 30 days.

37. Under Civil Code §§ 3287 and/or 3289 (a) Plaintiff is entitled to interest at the contracted for rate on all money paid toward the vehicle from the date of contract and hereby assert her claim for the same.

38. Plaintiff notified Defendant FORD of the problems suffered by the Vehicle and FORD willfully refused to acknowledge all the repair attempts and failed to service vehicle and/or remedy the aforementioned problems, as more fully explained above at Paragraph No. 21, within a reasonable amount of time under warranty. The failure of FORD to comply with the express warranty provided was willful in that FORD had actual knowledge nonconformities prior to and/or subsequent to Plaintiff's purchase of Vehicle. FORD knew of its legal duties under warranty. Subsequent to purchase of the Vehicle, FORD refused to make necessary repairs timely and correctly under warranty. FORD has since failed to offer Plaintiff a complete repurchase or refund. For the aforementioned and following reasons, under Civil Code § 1794(e)(1) [citing Civil Code § 1793.2(d)(2)] Plaintiff is entitled to a civil penalty of up to 2 times the amount of her damages in addition to such actual damages.

39. Under Civil Code § 1795.6 (a) and (b) the warranty cannot expire since the repair attempts failed to remedy the problems during the warranty period.

40. Under Civil Code § 1794 (a) Plaintiff is entitled to restitution of all consideration given and hereby elects the same.

41. As a proximate result of said breaches of express warranty, and of said rescission, Plaintiff has sustained, and continues to sustain, incidental and consequential damages, both economic and noneconomic, plus civil penalties and interest, according to proof.

42. Under Civil Code §1794(d) Plaintiff is entitled to attorney fees and expenses reasonably incurred in connection with this action.

## SECOND CAUSE OF ACTION

### Breach of Implied Warranty-Song-Beverly Consumer Warranty Act

### Against FORD

43. Plaintiff re-alleges and incorporates by reference all proceeding paragraphs 1 through 42 as though fully set forth herein.

44. FORD breached the implied warranties of merchantability and fitness as stated in Civil Codes §§ 1791.1; 1792; and 1792.1 in that the defects and nonconformities more fully

explained above in Paragraph No. 21 make the vehicle not merchantable, unfit for its ordinary and/or specific purposes, and it would not pass without objection in the trade.

45. Because of the breaches of implied warranties, Plaintiff again revokes acceptance of the Vehicle and rescinds the contract. Under Civil Code §§ 1794 (a) Plaintiff is entitled to restitution of all consideration given.

46. Under Civil Code §§ 3287 and/or 3289 (a) Plaintiff is entitled to interest on all money paid toward vehicle at the contracted for rate from the date of contract and hereby again asserts her claim for the same.

47. For the reasons stated above in Paragraph No. 20, under Civil Code § 1794 (c) and/or § 1794 (e)(1), Plaintiff is entitled to a civil penalty of up to 2 times the amount of her damages in addition to the actual damages suffered.

48. Under Civil Code § 1795.6 (a) and (b) the warranty cannot expire since the repair attempts failed to remedy the problems during the warranty period.

49. The failure of FORD to comply with the implied warranties provided was willful in that it had actual and/or reasonable knowledge of the nonconformities prior to Dealer selling the Vehicle to Plaintiff, knew of its legal duties under the applicable implied warranty, and subsequently refused to timely make necessary repairs, replacement, or refund. Therefore, under Civil Code § 1794 (c) and/or § 1794 (e)(1), Plaintiff is entitled to a civil penalty of up to two times the amount of her actual damages in addition to the actual damages suffered.

50. As a proximate result of said breaches of implied warranties, and of said rescission, Plaintiff has sustained, and continues to sustain, incidental and consequential damages, both economic and noneconomic, plus civil penalties and interest, according to proof.

51. Under Civil Code § 1794 (d), Plaintiff is entitled to attorney fees and expenses reasonably incurred in connection with this action.

## THIRD CAUSE OF ACTION

### Business and Professions Code § 17200

### Against FORD

52. Plaintiff re-allegcs and incorporates by reference all proceeding paragraphs 1 through 51 as though fully set forth herein.

53. Plaintiff brings this action against Defendant, FORD, for its alleged violation of *California Business and Professions Code §§ 17200 et seq.* (Unfair Competition Act) ("Act"). The Act prohibits "any unlawful, unfair, or fraudulent business act or practice" or "unfair, deceptive, untrue, or misleading advertising." Defendant's violation of the Song-Beverly Act, placing a known defective vehicle with a known defective design into the stream of commerce without warning and or remedying the defect are dcceptive business practices and was a fraudulent business practice.

54. Plaintiff alleges that *Cal. Bus. & Prof. Code §§ 17200 et seq.* prohibits thc "unlawful" Defendant conduct described previously and in greater detail herein throughout the complaint and that Plaintiff has suffered injury in fact as a result of Defendant's "unlawful" conduct.

55. Specifically, Defendant FORD intentionally placed the Subject Vehicle into the stream of commerce, even though it knew the Vehicle suffeied from manufacturing defects such as faulty engines, transmissions and electrically issues.

56. Defendant CYPRESS was well aware of the highly defective components in this Vehicle. Defendant intentionally failed to diagnose the issues in the Vehicle due to the fact that their repairs would prove willfully inadequate. Defendant knew that FORD was likely not to reimburse them for multiple repair due to the same underlying issue.

57. Plaintiff alleges that Defendant's conduct constitutes unfair competition within the meaning of the Act, insofar as the Act prohibits "any unlawful, unfair, or fraudulent business act or practice" or "unfair, deceptive, untrue, or misleading advertising." Plaintiff alleges that they have suffered an "injury in fact" because of Defendant's unfair competition. Pursuant to *Hill v. Time, Inc. (2008)* 158 Cal.App.4th 847, 854-55, "[A] plaintiff suffers injury in fact for purposes of standing under the [Act] when he or she has: (1) expended money due to the defendant's act of unfair competition; (2) lost money or property; or (3) been denied money to which he or she has cognizable claim."



PE23-015 000985 LC SV

58. Plaintiffs Vehicle has lost tremendous value due to the well-known chronic issues. Due to CYPRESS and FORD's failed repair attempts, they have stopped using the Vehicle for fear that the Vehicle will strand them or cause an accident. The Plaintiffs have had to spend money traveling back and forth to the Dealership for failed repairs. The Plaintiffs have had to hire counsel to pursue their valid warranty claims against the defendants.

59. Plaintiff alleges that as a result of Defendant's unfair competition within the meaning of the Act; to wit, violation of the Song-Beverly Act, knowingly selling a defectively manufactured vehicle. Plaintiff has had to hire an attorney to resolve the issue. Plaintiff has suffered "injury in fact" and is entitled to damages

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray for judgment as follows:

1. A declaration that the purchase contract is rescinded;
2. A declaration that Defendant FORD has been given a reasonable number of repair attempts and/or days to conform the vehicle to the warranty;
3. Actual damages, according to proof;
4. Restitution of all consideration given by Plaintiff and/or paid out toward the vehicle;
5. Civil Penalties on each violation of the Song-Beverly Act in the amount of two times actual damages;
6. Reasonable attorney fees according to proof;
7. Costs and expenses reasonably incurred in connection with this action;
8. An order requiring Defendants to account for all monies that they have received as a result of the acts and practices found to constitute unfair competition pursuant to *Cal. Bus. & Prof. Code §§ 17200 et.seq.;*
9. An order requiring Defendants to abstain from any further acts and practices found to constitute unfair competition pursuant to *Cal. Bus. & Prof. Code §§17200 et. seq.;*

10. Such other relief as the court deems proper.

Dated: July 01, 2020

LAW [redacted]

By: [redacted]

Attorneys for Plaintiff

[redacted]



PE23-015 000987 LC SV

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

[redacted]

FOR COURT USE ONLY

FILED/ENDORSED

JUL 10 2020

By: B. Singh
Deputy Clerk

[redacted]

Ford Motor Company, et al.

CIVIL CASE COVER SHEET

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

[redacted]

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

[redacted]

JUDGE:

DEPT:

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

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

**Auto Tort**
- ☐ 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)*: Three
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 cas[redacted]

Date: July 7, 2020

Rene J. Dupart
(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

PE23-015 000988 LC SV

## 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



PE23-015 000989 LC SV

| SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO | FOR COURT USE ONLY |
|---|---|
| STREET ADDRESS: 720 Ninth STREET<br>MAILING ADDRESS: 720 Ninth STREET<br>CITY AND ZIPCODE: Sacramento, CA 95814-1311<br>BRANCH NAME: Gordon D Schaber Courthouse<br>PHONE NUMBER: (916) 874-5522 | |
| SHORT TITLE: [redacted] vs. Ford Motor Company, a Delaware Corporate Enti | |
| NOTICE OF CASE MANAGEMENT CONFERENCE AND ORDER TO APPEAR | [redacted] |

**Hearing Date**

The above entitled action has been set for a case management conference at 08:30 AM on 01/14/2021 in Department 31 in accordance with California Rules of Court 212. You must be familiar with the case and fully prepared to participate effectively in the case management conference.

**Case Management Statement**

All parties must file and serve a case management statement at least 15 calendar days before the case management conference. Parties are encouraged to file a single joint case management statement.

**Minimum Requirements**
Prior to the filing of the case management statement, the parties should have done the following:
-Served all parties named in the complaint within 60 days after the summons has been issued
-Ensured that all defendants and cross-defendants have answered, been dismissed, or had their defaults entered
-Met and conferred with all parties as required by CRC 212 (f) to discuss and resolve issues set forth therein.

**Tentative Ruling**
Following its review of the case management statement(s), the court may determine that a case management conference is not necessary.
To determine whether an appearance is required, the parties must check the court's tentative rulings after 2:00 p.m. on the Court day before the Thursday calendar by accessing the court's internet website at www.saccourt.ca.gov

**Case Management Orders**
At the case management conference, the court will consider whether the case should be ordered to judicial arbitration or referred to other forms of Alternative Dispute Resolution. Whether or not a case management conference is held, the court will issue a case management order shortly after the scheduled conference date.

**Service of Case Management Notice**
Unless otherwise ordered by the court, plaintiff shall serve a copy of this notice on any party to the complaint appearing after the court issued this notice. The cross-complainant shall have the same obligation with respect to the cross-complaint.

**Certification Filed in Lieu of Case Management Statement**
If parties in the action file a certification on a form provided by the court at least 15 calendar days prior to the date of the case management conference that the case is short cause (five hours or less of trial time), that the pleading stage is complete and that the case will be ready for trial within 60 days, the case will be exempted from any further case management requirements and will be set for trial within 60-120 days. The certification shall be filed in lieu of a case management statement.

**Compliance**
Failure to comply with this notice or to appear at the case management conference may result in the imposition of sanctions (including dismissal of the case, striking of the answer, or payment of money).

**Continuances**
Case management conference will not be continued except on a showing of good cause. If your case management conference is continued on motion or by the court on its own motion all parties shall file and serve a new case management statement at least 15 calendar days before the continued case management conference.

Dated: 07/13/2020

[redacted]
erior Court

# SUPERIOR COURT OF CALIFORNIA
## County of Sacramento
## 720 Ninth Street
## Sacramento, CA 95814-1380
## (916) 874-5522—Website www.saccourt.ca.gov

## Program Case Notice
### Unlimited Civil Case

The Case Management Program (CMP) requires the following timelines to be met in all cases except those that are excluded by California Rule of Court 3.712(b), (c) and (d) and Local Rule 2.46(B), (E) and (F).

| Action | Requirement |
|---|---|
| **Service of Summons** | Summons, complaint and program case notice must be served on all named defendants and proofs of service on those defendants must be filed with the court within **60 days** from the filing of the complaint.<br>When the complaint is amended to add a new defendant, the added defendant must be served and proofs of service must be filed within **30 days** after the filing of the amended complaint.<br>A cross-complaint adding a new party must be served and proofs of service must be filed with the court **30 days** from the filing of the cross-complaint. |
| **Statement of Damages** | If a statement of damages pursuant to Section 425.11 of the Code of Civil Procedure or a statement of punitive damages is required, it must be served with the summons and complaint. |
| **Responsive Pleadings** | If a responsive pleading is not served within the time limits and no extension of time has been granted, the plaintiff within **10 days** after the time for service has elapsed must file a request for entry of default.<br>Parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint.<br>No extensions of time to respond beyond **105 days** from the filing of the complaint may be given. |
| **Judgment by Default** | When default is entered, the party who requested the entry of default must apply for a default judgment against the defaulting party within **45 days** after entry of default, unless the court has granted an extension of time. |
| **Case Management Statement** | The court will provide a notice of case management conference on the filing parties at the time that the case is filed with the court. A case management statement shall be filed at least **15 calendar days** prior to the date set for the case management conference. |
| **Mediation Statement** | The Mediation Statement shall be filed concurrently with the Case Management Statement, unless the parties have filed a Stipulation for Alternative Dispute Resolution form with the ADR Administrator at any time up to 15 calendar days prior to the Case Management Conference, as required by Local Rule 2.51(E). |
| **Meet and Confer** | Parties must meet and confer, in person or by telephone as required in California Rules of Court 3.724 at least **30 calendar days** before the case management conference date. |
| **Case Management Conference** | A case management conference is generally held within **180 days** of the filing of the complaint. |

Failure to comply with the program rules may result in the imposition of sanctions or an order to show cause. Please refer to Local Rules Chapter Two – Part 4 for more information.

**NOTE: THIS NOTICE MUST BE SERVED WITH THE SUMMONS AND COMPLAINT.**



PE23-015 000992 LC SV

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
SACRAMENTO, CALIFORNIA, 95814
916-874-5522
WWW.SACCOURT.CA.GOV

# ALTERNATIVE DISPUTE RESOLUTION INFORMATION PACKAGE

Recognizing that many civil disputes can be resolved without the time and expense of traditional civil litigation, the Superior Court of California, County of Sacramento (Sacramento County Superior Court), strongly encourages parties in civil cases to explore and pursue the use of Alternative Dispute Resolution.

**What is Alternative Dispute Resolution?**

Alternative Dispute Resolution (ADR) is the general term applied to a wide variety of dispute resolution processes which are alternatives to lawsuits. Types of ADR processes include:

- Arbitration
- Mediation
- Settlement Conferences
- Private judging
- Neutral evaluation
- Mini-trials
- Negotiation and *hybrids* of these processes

All ADR processes offer a partial or complete alternative to traditional court litigation for resolving disputes. At the present time, the Sacramento County Superior Court offers Mediation and Arbitration.

**What are the advantages of using ADR?**

ADR can have a number of advantages over traditional court litigation.

- **ADR can save time.** Even in a complex case, a dispute can be resolved through ADR in a matter of months or weeks, while a lawsuit can take years.
- **ADR can save money.** By producing earlier settlements, ADR can save parties and courts money that might otherwise be spent on litigation costs (attorneys fees and court expenses.)
- **ADR provides more participation.** Parties have more opportunity with ADR to express their own interests and concerns, while litigation focuses exclusively on the parties' legal rights and responsibilities.
- **ADR provides more control and flexibility.** Parties can choose the ADR process most appropriate for their particular situation and that will best serve their particular needs.
- **ADR can reduce stress and provide greater satisfaction.** ADR encourages cooperation and communication, while discouraging the adversarial atmosphere found in litigation. Surveys of disputants who have gone through ADR have found that satisfaction with ADR is generally high, especially among those with extensive ADR experience.

**Arbitration and Mediation**

Although there are many different types of ADR processes, the types most commonly used to resolve disputes in California state courts are Arbitration and Mediation. The Sacramento County Superior Court currently offers pre-screened panelists with experience and training in each of the following areas.

**Arbitration.** An Arbitrator hears evidence presented by the parties, makes legal rulings, determines facts and makes an Arbitration award. Arbitration awards may be entered as judgments in accordance with the agreement of the parties or, where there is no agreement, in accordance with California statutes. Arbitration can be binding if the parties so agree in writing. If there is no such agreement, either party can reject the Arbitration award and request a trial.



PE23-015 000993 LC SV

**Mediation.** Mediation is a voluntary, informal, confidential process in which the Mediator, a neutral third party, facilitates settlement negotiations. The Mediator improves communication by and among the parties, helps parties clarify facts, identify legal issues, explore options and arrive at a mutually acceptable resolution of the dispute.

Litigants are encouraged to use an ADR process as early in the case as circumstances permit. All appropriate cases will be reviewed for referral to ADR at the Case Management Conference(CMC).

**ADR Procedures for the Sacramento County Superior Court**

Upon filing a complaint or cross-complaint, the plaintiff/cross-complainant must acquire this information package from the Court's Website, http://www.saccourt.ca.gov, or the Superior Court Clerk. Plaintiff is required to include the ADR Information Package when he or she serves the Complaint on the Defendant.

The court's ADR Panel List is available on-line at http://www.saccourt.ca.gov or may be obtained at the Civil Filing Counter at the Gordon D. Schaber Sacramento County Courthouse, 720 Ninth Street, Room 101, Sacramento, CA 95814.

**Mediation.**
All parties to the dispute may voluntarily agree to submit the case to a neutral Mediator, either through a court-appointment or through a private arrangement. The parties may choose either of the following Mediation choices:

**Private Mediation.** Parties to a civil action agree to mediate their dispute with a Mediator of their choice without court assistance. The cost of Mediation must be borne by the parties equally unless the parties agree otherwise. Parties will be charged an amount as set by the Mediator (refer to the ADR Panel List for current rates).

**Court Mediation.** Upon stipulation of the parties, a Mediator and alternate Mediator will be selected from the court-approved list of neutrals (ADR Panel List). The court will confirm the selected Mediator and notice parties by mail.

The Mediator is then responsible for contacting the parties to confirm a date, time, and place for Mediation. Mediators on the court's approved ADR Panel List have agreed to provide up to three (3) hours of pro-bono Mediation. In the event the Mediation extends beyond 3 hours and parties determine it would be beneficial to continue the Mediation process; the parties will independently be responsible for compensating the Mediator in an amount as set by the Mediator.

*UNLIMITED CIVIL CASES*

- A *Stipulation and Order to Mediation – Unlimited Civil Cases,* Form CV\E-MED-179 *(see attached)* may be filed with the court at any time up to 15 calendar days prior to the Case Management Conference.
- If the parties do not stipulate to Mediation prior to their CMC, they may indicate their willingness to stipulate to Mediation at the CMC. In that event, parties must submit a *Stipulation and Order to Mediation – Unlimited Civil Cases* within 14 calendar days after their CMC.
- A *Mediation Statement* must be filed with the *Case Management Statement.*

LIMITED CIVIL CASES

- Parties may select and conduct voluntary Private Mediation without notification to the Court.
- Parties may stipulate to court mediation by filing a Stipulation and Order to Arbitration/Mediation - Limited Civil Cases form (CV\E-203) at any time after the filing of the Limited Civil Case Status Memorandum form (CV\E-202). This form is located on the court's website at http://www.saccourt.ca.gov. A Stipulation and Order to Arbitration/Mediation – Limited Civil Cases MUST be filed concurrently or subsequent to a Limited Civil Case Status Memorandum.



PE23-015 000994 LC SV

**Arbitration**

*UNLIMITED CIVIL CASES*

- Plaintiff may elect, the parties may stipulate, or the judge may Order the case to Arbitration. Parties will be asked to select an Arbitrator and three alternate Arbitrators from the court's ADR Panel List. The court will send a Notice of Appointment and an appropriate Order to Arbitration to all parties.

- Arbitrations are conducted pursuant to California Rules of Court, rules 3.810 through 3.830, and Local Rules Chapter 2, Part 5. Unless otherwise stipulated, an Award of Arbitrator is not binding upon the parties provided that they file a timely Request for Trial De Novo pursuant to California Rules of Court, rule 3.826. Upon the filing of a timely Request for Trial De Novo, the case will proceed to a Trial-Setting Conference. If no timely Request for Trial De Novo is filed, judgment based upon the Award of Arbitrator will be entered pursuant to California Rules of Court, rule 3.827.

LIMITED CIVIL CASES

Arbitration may occur in a limited civil case under the following circumstances:

- When all parties stipulate to arbitration pursuant to Code of Civil Procedure section 1141.12. A stipulation for arbitration shall be filed using the Court's local form, Stipulation and Order to Arbitration/Mediation – Limited Civil Cases form (CV\E-203). A Stipulation and Order to Arbitration/Mediation – Limited Civil Cases MUST be filed concurrently or subsequent to a Limited Civil Case Status Memorandum form (CV\E-202).

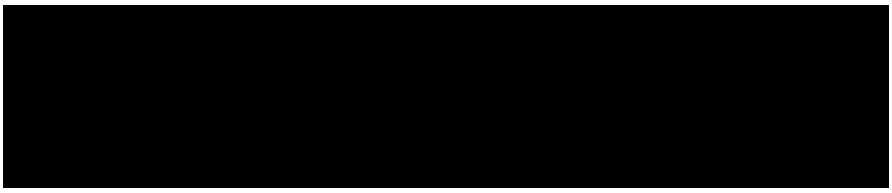
- When plaintiff elects to refer the case to judicial arbitration. A written election by the plaintiff to submit an action or proceeding to arbitration shall be filed using the Court's local form, Limited Civil Case Status Memorandum form (CV\E-202).

**Additional Information**

For additional information regarding the Court's ADR program, please go to the Court's website http://www.saccourt.ca.gov.



PE23-015 000995 LC SV



LEMBERG LAW

**Matthew Clark, Esq.**
**Of Counsel**
✆ +1.203.653.2250
☎ +1.203.653.3424
✉ Matt@unionlaw.net

August 31, 2022

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2018 Ford EcoSport Titanium |
| **VIN #** | MAJ3P1VE7J [redacted] |
| **Record Owner** | [redacted] |
| **State of Purchase or Lease** | Michigan |

Dear Sir or Madam:

Lemberg Law LLC is writing on behalf of the above client with regard to the above vehicle purchased in Michigan State. Should litigation become necessary, a lawsuit shall be filed in the Michigan court. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service over 2 months and subject to repairs due to the backup camera malfunction, windshield wiper line malfunction, EVAP valve failure and engine failure.

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

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

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

Sincerely,

*/s/ Matthew Clark*

Matthew Clark

[redacted]


OLZER Ford

39300 W. 10 Mile Rd.
Farmington Hills, MI 48335
(248) 474-1234
www.holzerford.com


| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN | MILEAGE OUT |
|---|---|---|---|---|---|---|
| RR | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE | R.O. OPENED | READY |
|---|---|---|---|---|---|---|---|---|---|
| 01JAN18 D | 25DEC17 | | 17:00 11JAN19 | | | CASH | | 10JAN2019 08:34 | |

OPTIONS: SOLD-STK:TJ7078 DLR:02709 ENG:99E TRN:447

MAINTENANCE @ ☐ 3,000 ☐ 5,000 ☐ 7,500 ☐ 10,000
☐ PURCHASE ☐ LEASE
☐ PHONE ☐ TEXT ☐ EMAIL

FACILITY REPAIR NO. : F-100410

I HEREBY AUTHORIZE THE REPAIR WORK HEREIN SET FORTH 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 VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAY IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS GARAGEKEEPER'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. I UNDERSTAND THAT PURSUANT TO SAID GARAGEKEEPER'S LIEN I HAVE NO RIGHT OF POSSESSION TO THE ABOVE VEHICLE UNTIL THE REPAIRS THERETO HAVE BEEN PAID IN FULL OR UNTIL YOU AND/OR YOUR EMPLOYEES HAVE VOLUNTARILY RELEASED THE VEHICLE TO ME.

X _____
CUSTOMER SIGNATURE

ALL PARTS REMOVED WILL BE RETURNED UNLESS INSTRUCTED ☐ DISCARD

| ORIGINAL ESTIMATE SUMMARY PARTS | LABOR | TOTAL | HOURS | AUTHORIZED ADDITIONS TOTAL | HOURS |
|---|---|---|---|---|---|
| | | | | | |

REPAIRS PROPERLY COMPLETED AND CHECKED BY _____ AUTHORIZED SIGNATURE
DATE _____ TIME _____ BY _____

CUSTOMER PAID LABOR CHARGES WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY.

SHOP SUPPLIES / HAZARDOUS WASTE: A CHARGE OF 10% OF LABOR, MAXIMUM $80.00 IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, SHELLAC, SOLVENT, RAGS, CARBURETOR CLEANER, TOWELS, SOLDER, BATTERY CLEANER, WIRE, WINDOW CLEANER, ETC. HAZARDOUS WASTE DISPOSAL OF OILS, FILTERS, TIRES, SOLVENTS, GAS, ETC.

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL CLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY OR CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

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 CORRECTED 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.

AUTHORIZED REPRESENTATIVE

* ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE


FS-119559 BRETTI FINANCIAL SERVICES, INC.
Copyright 2018 CDK Global, LLC Rel. 20DEC2018 - 15.1.2 - 365155 - 1MXGNG


| LINE | OP CODE | TECH... | TYPE | DESCRIPTIONS/INSTRUCTIONS |
|---|---|---|---|---|
| # A | A71 | | W | ADVISE ON BACK UP CAMERA THE WHITE LINES DON'T ALWAYS SHOW UP YOU HAVE TO PULL FORWARD 10 FEET AND THEN PUT IN REVERSE AND THEN WHITE LINES SHOW UP AND SOMETIMES BACK UP SENSOSR |
| # B | | | | SEND TO COLLISION FOR ESTIMATE ON BACK DAMAGE |
| | 110 | | C | SUBLET HOLD PARTS TO RETURN |

· CERTIFIED TECHNICIANS · SHUTTLE SERVICE AVAILABLE
· QUICK LUBE · CUSTOMER LOUNGE · OPEN SATURDAY

**SERVICE**
7:30 AM - 7:00 PM Mon.
7:30 AM - 6:00 PM Tues. - Fri.
8:00 AM - 3:00 PM Saturday

**PARTS**
7:30 AM - 7:00 PM Mon.
7:30 AM - 6:00 PM Tues. - Fri.
8:00 AM - 3:00 PM - Saturday

**SALES**
8:30 AM - 9 PM Mon and Thurs
8:30 AM - 6 PM Tues, Wed, Fri.
8:00 AM - 3:00 PM Saturday

**Collision Center**
7:30 AM - 6:00 PM Mon thru Fri
By appointment only - Saturday

***CUSTOMER COPY***

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY X

| | DATE | TIME | BY |
|---|---|---|---|
| REVISED ESTIMATE (1) | | | |
| REVISED ESTIMATE (1) | | | |
| REVISED ESTIMATE (1) | | | |

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____
CUSTOMER SIGNATURE

[redacted]

TOM HOLZER Ford

39300 W. 10 Mile Rd.
Farmington Hills, MI 48335
(248) 474-1234
www.holzerford.com

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN | MILEAGE OUT |
|---|---|---|---|---|---|---|
| RR | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | [redacted] | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE | R.O. OPENED | READY |
|---|---|---|---|---|---|---|---|---|---|
| 01JAN18 D | 25DEC17 | | 18:00 04FEB19 | | | CASH | | 04FEB2019 07:57 | |

OPTIONS: SOLD-STK:TJ7078 DLR:02709 ENG:99E TRN:447

MAINTENANCE @ ☐ 3,000 ☐ 5,000 ☐ 7,500 ☐ 10,000
☐ PURCHASE ☐ LEASE
☐ PHONE ☐ TEXT ☐ EMAIL

FACILITY REPAIR NO. : F-100410

I HEREBY AUTHORIZE THE REPAIR WORK HEREIN SET FORTH 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 VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAY IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS GARAGEKEEPER'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. I UNDERSTAND THAT PURSUANT TO SAID GARAGEKEEPER'S LIEN I HAVE NO RIGHT OF POSSESSION TO THE ABOVE VEHICLE UNTIL THE REPAIRS THERETO HAVE BEEN PAID IN FULL OR UNTIL YOU AND/OR YOUR EMPLOYEES HAVE VOLUNTARILY RELEASED THE VEHICLE TO ME.

X _____
CUSTOMER SIGNATURE

ALL PARTS REMOVED WILL BE RETURNED UNLESS INSTRUCTED ☐ DISCARD

| ORIGINAL ESTIMATE SUMMARY | | | | AUTHORIZED ADDITIONS | |
|---|---|---|---|---|---|
| PARTS | LABOR | TOTAL | HOURS | TOTAL | HOURS |
| | | | | | |

REPAIRS PROPERLY COMPLETED AND CHECKED BY
AUTHORIZED SIGNATURE

DATE TIME
BY

CUSTOMER PAID LABOR CHARGES WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY.

SHOP SUPPLIES / HAZARDOUS WASTE: A CHARGE OF 10% OF LABOR, MAXIMUM $80.00 IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, SHELLAC, SOLVENT, RAGS, CARBURETOR CLEANER, TOWELS, SOLDER, BATTERY CLEANER, WIRE, WINDOW CLEANER, ETC. HAZARDOUS WASTE DISPOSAL OF OILS, FILTERS, TIRES, SOLVENTS, GAS, ETC.

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL CLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY OR CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

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 CORRECTED 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.

AUTHORIZED REPRESENTATIVE

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

BFS-119550 BRETTI FINANCIAL SERVICES, INC.

Copyright 2014 CDK Global, LLC EMF WORKORDER - XSW3C - 3694564 - IMAGING

LINE OP CODE TECH... TYPE DESCRIPTIONS/INSTRUCTIONS

# A A88 447 W ADVISE ON WHITE LINES ARE NOT LIGHTING UP IN BACK UP CAMERA WHEN BACKING UP---NEEDS SSM DONE TO IT

**********

Preliminary Estimate : $0.00

**********

· CERTIFIED TECHNICIANS · SHUTTLE SERVICE AVAILABLE
· QUICK LUBE · CUSTOMER LOUNGE · OPEN SATURDAY

**SERVICE**
7:30 AM - 7:00 PM Mon.
7:30 AM - 6:00 PM Tues. - Fri.
8:00 AM - 3:00 PM Saturday

**PARTS**
7:30 AM - 7:00 PM Mon.
7:30 AM - 6:00 PM Tues. - Fri.
8:00 AM - 3:00 PM - Saturday

**SALES**
8:30 AM - 9 PM Mon and Thurs
8:30 AM - 6 PM Tues, Wed, Fri.
8:00 AM - 3:00 PM Saturday

**Collision Center**
7:30 AM - 6:00 PM Mon thru Fri
By appointment only - Saturday

***CUSTOMER COPY***

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY X

| | DATE | TIME | BY |
|---|---|---|---|
| REVISED ESTIMATE (1) | | | |
| REVISED ESTIMATE (1) | | | |
| REVISED ESTIMATE (1) | | | |

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____
CUSTOMER SIGNATURE

PE23015.00099.LC ST

TOM HOLZER The No Problem Dealer.
Ford
1974 44th 2018
39300 W. Ten Mile Rd • Farmington Hills, Michigan 48335
(248) 474-1234
www.holzerford.com

VIN# MAJ3P1VE7JC[redacted]

| CUST. NUMBER | DELIVERY DATE | STOCK NUMBER | EMAIL | YEAR | MAKE AND MODEL |
|---|---|---|---|---|---|
| [redacted] | 01JAN18 | SOLD-STK:TJ7078 | [redacted] | 18 | FORD ECOSPORT |

| DATE | MILEAGE IN/OUT | WRITTEN BY | PROMISED DATE AND TIME | PAYMENT TYPE | P.O. # |
|---|---|---|---|---|---|
| 13JUN19 | 14953 14953 | 741 SHANNON M MORGAN | 15:26 13JUN19 | CASH | |

| NAME | HOME PHONE | BUSINESS PHONE | CELL PHONE |
|---|---|---|---|
| [redacted] | | | |

FACILITY REPAIR NO. : F-100410

I HEREBY AUTHORIZE THE REPAIR WORK HEREIN SET FORTH 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 VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAY IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND / OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS GARAGEKEEPER'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. I UNDERSTAND THAT PURSUANT TO SAID GARAGEKEEPERS LIEN I HAVE NO RIGHT OF POSSESSION TO THE ABOVE VEHICLE UNTIL THE REPAIRS THERETO HAVE BEEN PAID IN FULL OR UNTIL YOU AND / OR YOUR EMPLOYEES HAVE VOLUNTARILY RELEASED THE VEHICLE TO ME.

X
CUSTOMER SIGNATURE

**ALL PARTS REMOVED WILL BE RETURNED UNLESS INSTRUCTED** ☐ DISCARD

| ORIGINAL ESTIMATE SUMMARY | | | | AUTHORIZED ADDITIONS | |
|---|---|---|---|---|---|
| PARTS | LABOR | TOTAL | HOURS | TOTAL | HOURS |
| | | | | | |

REPAIRS PROPERLY COMPLETED AND CHECKED BY — DATE — TIME
AUTHORIZED SIGNATURE — BY

CUSTOMER PAID LABOR CHARGES WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY

**MAINTENANCE** ☐ 3,000 ☐ 5,000 ☐ 7,500 **INTERVAL**

☐ **LEASE** ☐ **PURCHASE**

SHOP SUPPLIES / HAZARDOUS WASTE: A CHARGE OF 10% OF LABOR, MAXIMUM $80.00 IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, SHELLAC, SOLVENT, RAGS, CARBURETOR CLEANER, TOWELS, SOLDER, BATTERY CLEANER, WIRE, WINDOW CLEANER, ETC. HAZARDOUS WASTE DISPOSAL OF OILS, FILTERS, TIRES, SOLVENTS, GAS, ETC.

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL CLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES OR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY OR CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

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 CORRECTED 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.

AUTHORIZED REPRESENTATIVE

**ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE**

EXCEEDING YOUR EXPECTATIONS

*Thank You!*

| | LIST | NET | TOTAL |
|---|---|---|---|
| A | **CUSTOMER STATES THERE IS A WASHER FLUID LEAK FROM UNDER THE LEFT** | | |
| | CAUSE: . | | |
| | 17618A RESERVOIR WINDSHIELD WASHER - REPLACE | | |
| | (17618) - L | | |
| | 447 SHIPP,CARRIE A LIC#: M261787 | | |
| | W | | (N/C) |
| | 12222A VACUUM TUBE/HOSE - REPAIR | | |
| | (9E455/9E498/9E499/9F485) - L | | |
| | 447 SHIPP,CARRIE A LIC#: M261787 | | |
| | W | | (N/C) |

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

14953 VERIFIED CUSTOMER CONCERN. FOUND THE WASHER FLUID TO LEAK ON THE LEFT FRONT OF VEHICLE. HOISTED VEHICLE. REMOVED THE LEFT FRONT WHEEL. INSPECTED THE WASHER BOTTLE, PUMP AND THE LINES. FOUND THE FRONT WASHER LINE AT THE WASHER PUMP TO LEAK. REMOVED THE WASHER BOTTLE TO ACCESS THE WASHER LINE. REPAIRED LINE. REASSEMBLED PARTS. FILLED THE BOTTLE AND CHECKED FOR LEAKS=OK. RETEST=OK.

**· CERTIFIED TECHNICIANS · SHUTTLE SERVICE AVAILABLE**
**· QUICK LUBE · CUSTOMER LOUNGE · OPEN SATURDAY**

**SERVICE**
7:30 AM - 7:00 PM Mon.
7:30 AM - 6:00 PM Tues. - Fri.
8:00 AM - 3:00 PM Saturday

**PARTS**
7:30 AM - 7:00 PM Mon.
7:30 AM - 6:00 PM Tues. - Fri.
8:00 AM - 3:00 PM - Saturday

**SALES**
8:30 AM - 9 PM Mon and Thurs
8:30 AM - 6 PM Tues, Wed, Fri.
8:00 AM - 3:00 PM Saturday

**Collision Center**
7:30 AM - 6:00 PM Mon thru Fri
By appointment only - Saturday

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 0.00 |
| LESS COUPONS/DISC. | 0.00 |
| SALES TAX | 0.00 |
| **PLEASE PAY THIS AMOUNT** | **0.00** |

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

[redacted]

39300 W. 10 Mile Rd.
Farmington Hills, MI 48335
(248) 474-1234
www.holzerford.com

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN | MILEAGE OUT |
|---|---|---|---|---|---|---|
| RR | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE | R.O. OPENED | READY |
|---|---|---|---|---|---|---|---|---|---|
| 01JAN18 D | 25DEC17 | | 18:00 13JUN19 | | | CASH | | 13JUN2019 07:31 | |

OPTIONS: SOLD-STK:TJ7078 DLR:02709 ENG:99E TRN:447

MAINTENANCE @ ☐ 3,000 ☐ 5,000 ☐ 7,500 ☐ 10,000
☐ PURCHASE ☐ LEASE
☐ PHONE ☐ TEXT ☐ EMAIL

FACILITY REPAIR NO. : F-100410

I HEREBY AUTHORIZE THE REPAIR WORK HEREIN SET FORTH 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 VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAY IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS GARAGEKEEPER'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. I UNDERSTAND THAT PURSUANT TO SAID GARAGEKEEPER'S LIEN I HAVE NO RIGHT OF POSSESSION TO THE ABOVE VEHICLE UNTIL THE REPAIRS THERETO HAVE BEEN PAID IN FULL OR UNTIL YOU AND/OR YOUR EMPLOYEES HAVE VOLUNTARILY RELEASED THE VEHICLE TO ME.

X _____
CUSTOMER SIGNATURE

**ALL PARTS REMOVED WILL BE RETURNED UNLESS INSTRUCTED** ☐ **DISCARD**

| ORIGINAL ESTIMATE SUMMARY | | | | AUTHORIZED ADDITIONS | |
|---|---|---|---|---|---|
| PARTS | LABOR | TOTAL | HOURS | TOTAL | HOURS |
| | | | | | |

REPAIRS PROPERLY COMPLETED AND CHECKED BY _____ DATE _____ TIME _____
AUTHORIZED SIGNATURE BY _____

CUSTOMER PAID LABOR CHARGES WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY.

SHOP SUPPLIES / HAZARDOUS WASTE: A CHARGE OF 10% OF LABOR, MAXIMUM $80.00 IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, SHELLAC, SOLVENT, RAGS, CARBURETOR CLEANER, TOWELS, SOLDER, BATTERY CLEANER, WIRE, WINDOW CLEANER, ETC. HAZARDOUS WASTE DISPOSAL OF OILS, FILTERS, TIRES, SOLVENTS, GAS, ETC.

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL CLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY OR CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

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 CORRECTED 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.

AUTHORIZED REPRESENTATIVE

**ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE**

LINE OP CODE TECH... TYPE DESCRIPTIONS/INSTRUCTIONS
# A F99 W CUSTOMER STATES THERE IS A WASHER FLUID LEAK FROM UNDER THE LEFT FRONT OF THE VEHICLE

**********

Preliminary Estimate : $0.00

**********

**· CERTIFIED TECHNICIANS · SHUTTLE SERVICE AVAILABLE**
**· QUICK LUBE · CUSTOMER LOUNGE · OPEN SATURDAY**

**SERVICE**
7:30 AM - 7:00 PM Mon.
7:30 AM - 6:00 PM Tues. - Fri.
8:00 AM - 3:00 PM Saturday

**PARTS**
7:30 AM - 7:00 PM Mon.
7:30 AM - 6:00 PM Tues. - Fri.
8:00 AM - 3:00 PM - Saturday

**SALES**
8:30 AM - 9 PM Mon and Thurs
8:30 AM - 6 PM Tues, Wed, Fri.
8:00 AM - 3:00 PM Saturday

**Collision Center**
7:30 AM - 6:00 PM Mon thru Fri
By appointment only - Saturday

***CUSTOMER COPY***

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY X _____

| | DATE | TIME | BY |
|---|---|---|---|
| REVISED ESTIMATE (1) | | | |
| REVISED ESTIMATE (1) | | | |
| REVISED ESTIMATE (1) | | | |

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____
CUSTOMER SIGNATURE

BFS-119550 BRETTI FINANCIAL SERVICES, INC.
Copyright 2014 CDK Global, LLC EMF WORKORDER XSW3C 9594564 IMAGING

[redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 17:00 07JUL20 | | 118.00 | CASH | 08JUL20 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 09:47 07JUL20 | 14:45 08JUL20 | |

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A PLEASE CHECK BACK UP SENSORS FOR NOT WORKING WHEN IT RAINS CUST STATES IF YOU SPRAY IT DOWN WITH A HOSE IN THE BACK OF VEH BACK UP SENSORS WONT WORK PLEASE CHECK AND ADVISE
06 PLEASE CHECK BACK UP SENSORS FOR NOT WORKING WHEN IT RAINS CUST STATES IF YOU SPRAY IT DOWN WITH A HOSE IN THE BACK OF VEH BACK UP SENSORS WONT WORK PLEASE CHECK AND ADVISE
1224 PILARCZYK,BRIAN D LIC#: M268192
ISP (N/C)
28121
VERIFIED BACK UP SENSORS NOT WORKING PROPERLY, MISSING SENSOR ON PASSENGER REAR OUTER SENSOR, VEH HAS DTC B1B44;96
;14

**********

B PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS AND COMPONENTS.
Q99PX PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS AND COMPONENTS.
1224 PILARCZYK,BRIAN D LIC#: M268192
ISP (N/C)
GBATT BATTERY WAS TESTED & IS OK AT THIS TIME
1224 PILARCZYK,BRIAN D LIC#: M268192
ISP (N/C)
GTIRE TREAD IS IN GOOD CONDITION
1224 PILARCZYK,BRIAN D LIC#: M268192
ISP (N/C)
NBK BRAKES NOT TAKEN THIS VISIT
1224 PILARCZYK,BRIAN D LIC#: M268192
ISP (N/C)

**********

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.

Dealer Reg. No.
F120430
P & A Code
03003

**Service Hours:**
7:00 AM - 6:00 PM
MONDAY - FRIDAY

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

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

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

CUSTOMER SIGNATURE

[redacted]

CUSTOMER COPY

PE23-015 001002 LC SV

[redacted]

BUS: CELL: 754 [redacted] SERVICE ADVISOR: 702 WILDER

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 17:00 07JUL20 | | 118.00 | CASH | 08JUL20 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 09:47 07JUL20 | 14:45 08JUL20 | |

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

EST: 0.00 07JUL20 09:47 SA: 702

CONTACT:

**********

********THE FOLLOWING WORK WAS RECOMMENDED BUT NOT PERFORMED**********

,, DESCRIPTION: REPLACE DAMAGED PARTS
,, REASON DENIED: DEC
,,PERSON CONTACTED: JOHN LAUZON
,, COMMENTS: None
,, RECOMMENDED BY: 702 WILDER DENIAL ADDED BY: 702 WILDER
,, LINE ASSOCIATED: ESTIMATE: 709.23

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.

Dealer Reg. No.
F120430
P & A Code
03003

**Service Hours:**
7:00 AM - 6:00 PM
MONDAY - FRIDAY

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

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

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

CUSTOMER SIGNATURE

X[redacted]

Copy

CUSTOMER COPY

PE23-015 001003 LC SV

[redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 17:00 07JUL20 | | 118.00 | CASH | |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 07JUL2020 09:47 | | |

| LINE | OP CODE | TECH... | TYPE | DESCRIPTIONS/INSTRUCTIONS |
|---|---|---|---|---|
| # A | 06 | | WN | PLEASE CHECK BACK UP SENSORS FOR NOT WORKING WHEN IT RAINS CUST STATES IF YOU SPRAY IT DOWN WITH A HOSE IN THE BACK OF VEH BACK UP SENSORS WONT WORK PLEASE CHECK AND ADVISE |
| # B | Q99PX | | CQL | PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS AND COMPONENTS. |

**********

Preliminary Estimate : $0.00

**********

**EXCLUSION OF WARRANTIES**

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

**AUTHORIZATION FOR REPAIRS**

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

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY X

| | DATE | TIME | BY |
|---|---|---|---|
| REVISED ESTIMATE (1) | | | |
| REVISED ESTIMATE (2) | | | |
| REVISED ESTIMATE (3) | | | |

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____

CUSTOMER SIGNATURE

Copyright 2000 ADP, Inc. SERVICE WORKORDER #2 XSW2C

TECHNICIAN COPY

[redacted]

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 18:00 17MAR21 | | 118.00 | CASH | 17MAR21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 08:40 17MAR21 | 13:13 17MAR21 | |

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A DRIVEABILITY CONCERN CUSTOMER STATES CHECK ENGINE LIGHT ON WITH CODE P051B

CAUSE: .

12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N
342 STEVENS,JOSEPH G LIC#: M182825
WN (N/C)

1 F1FZ*6758*C TUBE ASY (N/C)

12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N
EXTRA TIME TO REPEAT FINAL QUICK TEST
342 STEVENS,JOSEPH G LIC#: M182825
WN (N/C)

12650D45 ENGINE MODULE - DIAGNOSTIC PIN POINT TEST - L
342 STEVENS,JOSEPH G LIC#: M182825
WN (N/C)

MT6758 M TIME TO REPLACE THE CRANK CASE PRESSURE SENSOR.
342 STEVENS,JOSEPH G LIC#: M182825
WN (N/C)

FC: E29 42
PART#: F1FZ*6758*C
COUNT:
CLAIM TYPE:
AUTH CODE:
342

34535 6758 CC42 MIL LIGHT ON, VERIFIED THE CONCERN. PERFORMED EEC TEST, CODE P051B RETRIEVED. PERFORMED PINPOINT TEST HG1 YES. HG3 NO. HG4 YES. 3.7 VOLTS. HG9 YES. REPLACED INTERNALLY FAILED CRANK CASE PRESSURE SENSOR. CLEARED CODE, ROAD TESTED AND RETEST PASS. POST ROAD TEST FIX VERIFIED. M TIME REQUESTED NO LABOR OPS.

**********

B PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS AND COMPONENTS.

Q99PX PERFORM A THOROUGH INSPECTION OF FLUIDS,

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.

Dealer Reg. No.
F120430
P & A Code
03003

**Service Hours:**
7:00 AM - 6:00 PM
MONDAY - FRIDAY

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

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

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

CUSTOMER SIGNATURE

[redacted]

X_____ X_____

REPAIRS PROPERLY COMPLETED & CHECKED BY

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XSI2C

**PRELIMINARY COPY**

[redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 18:00 17MAR21 | | 118.00 | CASH | 17MAR21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 08:40 17MAR21 | 13:13 17MAR21 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| | WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS AND COMPONENTS. | | | | | | |
| | | 342 STEVENS,JOSEPH G LIC#: M182825 | | | | | |
| | | | CQL | | | 0.00 | 0.00 |
| | GBATT BATTERY WAS TESTED & IS OK AT THIS TIME | | | | | | |
| | | 342 STEVENS,JOSEPH G LIC#: M182825 | | | | | |
| | | | CQL | | | 0.00 | 0.00 |
| | GTIRE TREAD IS IN GOOD CONDITION | | | | | | |
| | | 342 STEVENS,JOSEPH G LIC#: M182825 | | | | | |
| | | | CQL | | | 0.00 | 0.00 |
| | NBK BRAKES NOT TAKEN THIS VISIT | | | | | | |
| | | 342 STEVENS,JOSEPH G LIC#: M182825 | | | | | |
| | | | CQL | | | 0.00 | 0.00 |

**********

EST: 0.00 17MAR21 08:40 SA: 1233

CONTACT:

**********

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.

Dealer Reg. No.
F120430
P & A Code
03003

**Service Hours:**
7:00 AM - 6:00 PM
MONDAY - FRIDAY

STATEMENT OF DISCLAIMER

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

| DESCRIPTION | 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 |

(S[redacted] R AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

X_____ X_____

D BY

Copyri[redacted]

PRELIMINARY COPY

[redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 18:00 05MAY21 | | 118.00 | CASH | 06MAY21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 12:24 05MAY21 | 10:18 06MAY21 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A SERVICE ENGINE SOON LIGHT IS ON. | | | |
| CAUSE: . | | | |
| 9000D EVAPORATIVE EMISSIONS SYSTEM STATIC PRESSURE LEAK TEST - DIAGNOSIS - L | | | |
| 342 STEVENS,JOSEPH G LIC#: M182825 | | | |
| WN | | | (N/C) |
| 1 GN1Z*9C047*D TUBE - FUEL FEED | | | (N/C) |
| 9000D1 EVAPORATIVE EMISSIONS SYSTEM LEAK TEST - DIAGNOSIS - L | | | |
| 342 STEVENS,JOSEPH G LIC#: M182825 | | | |
| WN | | | (N/C) |
| 9000D2 EVAPORATIVE EMISSIONS SYSTEM RE-TEST - DIAGNOSIS - L | | | |
| 342 STEVENS,JOSEPH G LIC#: M182825 | | | |
| WN | | | (N/C) |
| 12650D22 VAPOR MANAGEMENT VALVE / CANISTER PURGE VALVE - REPLACE (9B325/9C047/9C915/9D289/9G271/9J451) - L | | | |
| 342 STEVENS,JOSEPH G LIC#: M182825 | | | |
| WN | | | (N/C) |
| FC: E29 42 PART#: COUNT: | | | |
| CLAIM TYPE: | | | |
| AUTH CODE: | | | |
| 342 | | | |
| 35726 9C047 CC42 MIL LIGHT ON, VERIFIED THE CONCERN. PERFORMED EEC TEST CODE P2450 RETRIEVED. PERFORMED EVAP TEST PASS. EVAP SMOKE TEST FAILED. REPLACED INTERNALLY FAILED CANISTER PURGE VALVE. CLEARED CODE, ROAD TESTED AND RETEST PASS. POST ROAD TEST FIX VERIFIED. | | | |
| ********** | | | |
| B START-STOP FEATURE STOPPED WORKING ANYMORE. | | | |
| CAUSE: . | | | |
| 12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N | | | |
| 342 STEVENS,JOSEPH G LIC#: M182825 | | | |
| WN | | | (N/C) |

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.

Dealer Reg. No.
F120430
P & A Code
03003

**Service Hours:**
7:00 AM - 6:00 PM
MONDAY - FRIDAY

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

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

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

CUSTOMER SIGNATURE

[redacted]

**PRELIMINARY COPY**

[redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 18:00 05MAY21 | | 118.00 | CASH | 06MAY21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 12:24 05MAY21 | 10:18 06MAY21 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| 12650D45 ENGINE MODULE - DIAGNOSTIC PIN POINT TEST - L | | | |
| 342 STEVENS,JOSEPH G LIC#: M182825 | | | |
| WN | | | (N/C) |
| 12651D4 BCE MODULE - REPROGRAM/RECONFIGURE AS BUILT DATA | | | |
| 342 STEVENS,JOSEPH G LIC#: M182825 | | | |
| WN | | | (N/C) |
| FC: D03 04 | | | |
| PART#: 15604 | | | |
| COUNT: | | | |
| CLAIM TYPE: | | | |
| AUTH CODE: | | | |
| 342 | | | |
| 35726 15604 cc42 AUTO START STOP INOP, VERIFIED THE CONCERN. EEC TEST PASS CODE. PERFORMED PINPOINT TEST, AA1 NO. AA2 NO. AA3 NO. CHARGED THE BATTERY. RESET THE BMS, BATTERY STATE OF CHARGE WAS 40 PERCENT, NOW AT 78 PERCENT. ROAD TEST, NORMAL OPERATION AT THIS TIME. | | | |
| ********** | | | |
| C PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS AND COMPONENTS. | | | |
| Q99PX PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS AND COMPONENTS. | | | |
| 342 STEVENS,JOSEPH G LIC#: M182825 | | | |
| CQL | 0.00 | | 0.00 |
| GBATT BATTERY WAS TESTED & IS OK AT THIS TIME | | | |
| 342 STEVENS,JOSEPH G LIC#: M182825 | | | |
| CQL | 0.00 | | 0.00 |
| GTIRE TREAD IS IN GOOD CONDITION | | | |
| 342 STEVENS,JOSEPH G LIC#: M182825 | | | |
| CQL | 0.00 | | 0.00 |
| NBK BRAKES NOT TAKEN THIS VISIT | | | |
| 342 STEVENS,JOSEPH G LIC#: M182825 | | | |

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.

Dealer Reg. No.
F120430
P & A Code
03003

**Service Hours:**
7:00 AM - 6:00 PM
MONDAY - FRIDAY

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

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

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

CUSTOMER SIGNATURE

[redacted]

X_____

BY

**PRELIMINARY COPY**

[redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7J[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 18:00 05MAY21 | | 118.00 | CASH | 06MAY21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 12:24 05MAY21 | 10:18 06MAY21 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| | | CQL | | | | 0.00 | 0.00 |

**********

EST: 0.00 05MAY21 12:24 SA: 870
CONTACT:
**********

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.

Dealer Reg. No.
F120430
P & A Code
03003

**Service Hours:**
7:00 AM - 6:00 PM
MONDAY - FRIDAY

STATEMENT OF DISCLAIMER

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

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

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

CUSTOMER SIGNATURE

[redacted]

PRELIMINARY COPY

[redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 18:00 05MAY21 | | 118.00 | CASH | |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 05MAY2021 12:24 | | |

| LINE | OP CODE | TECH... | TYPE | DESCRIPTIONS/INSTRUCTIONS |
|---|---|---|---|---|
| # A | 03 | | WN | SERVICE ENGINE SOON LIGHT IS ON. |
| # B | 06 | | WN | START-STOP FEATURE STOPPED WORKING ANYMORE. |
| # C | Q99PX | | CQL | PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS AND COMPONENTS. |

**********

Preliminary Estimate : $0.00

**********

**EXCLUSION OF WARRANTIES**

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

**AUTHORIZATION FOR REPAIRS**

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

PRELIMINARY ESTIMATE $_____

AUTHORIZED BY X

| | DATE | TIME | BY |
|---|---|---|---|
| REVISED ESTIMATE (1) | | | |
| REVISED ESTIMATE (2) | | | |
| REVISED ESTIMATE (3) | | | |

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____

CUSTOMER SIGNATURE

Copyright 2000 ADP, Inc. SERVICE WORKORDER #2 XSW2C

**TECHNICIAN COPY**

[redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 16:00 20JAN22 | | 125.00 | CASH | 20JAN22 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 07:42 20JAN22 | 14:56 20JAN22 | |

PAID
BLACKWELL FORD, INC.
JAN 20 PAID
mc

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| A | C/S ENGINE LIGHT IS ON - CRANKCASE. $125 DIAG | | | | | | |
| | CAUSE: 19-2164 | | | | | | |
| | ADD 192164A | | | | | | |
| | | 7339 | W | | | | (N/C) |
| | FC: PART#: COUNT: | | | | | | |
| | CLAIM TYPE: | | | | | | |
| | AUTH CODE: | | | | | | |
| | 7339 | | | | | | |
| | PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: | | | | | | 0.00 |
| | fault code P051B present. reprogram pcm per tsb 19-2164. retest ok. | | | | | | |
| | ********** | | | | | | |
| B | Perform a thorough inspection of fluids, wipers, battery, tires, safety systems, and components. | | | | | | |
| | 99PX Perform a thorough inspection of fluids, wipers, battery, tires, safety systems, and components. | | | | | | |
| | | 7339 | C | | | 0.00 | 0.00 |
| | PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: | | | | | | 0.00 |
| | ********** | | | | | | |
| C** | CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON | | | | | | |
| | CAUSE: p144A/ p1450/ p0442 | | | | | | |
| | M M TIME | | | | | | |
| | | 7339 | C | | 312.50 | 312.50 | |
| | SVC10 10% DISCOUNT | | | | -20.00 | -20.00 | |
| | | | | | -20.00 | -20.00 | |
| | OA FORD PASS/OAR | | | | -22.15 | -22.15 | |
| | 1 GN1Z*9C047*D TUBE - FUEL FEED | | | 110.94 | 110.94 | 110.94 | |
| | PARTS: 110.94 LABOR: 312.50 OTHER: -62.15 TOTAL LINE C: | | | | | | 361.29 |
| | performed eec quick test fault codes p144A/ p1450/ p0442 present. pinpoint to purge/ vapor management valve sticking. replaced purge/ vapor management valve. clear codes and retest ok. | | | | | | |
| | ********** | | | | | | |

Ford **GENUINE PARTS & SERVICE**

PARTS ENDING IN RM ARE REMANUFACTURED PARTS

☐ Check here if you do not want your old parts returned.

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

REPAIRS PROPERLY COMPLETED AND CHECKED BY: Ed Waldron

CUSTOMER SIGNATURE

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

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 16:00 20JAN22 | | 125.00 | CASH | 20JAN22 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 07:42 20JAN22 | 14:56 20JAN22 | |

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

EST: 113.16 20JAN22 09:34 SA: 7116

CONTACT:

**********

SHOP SUPPLIES 8.47

P144A - EVAP System Problem

P145Ø - Excessive ~~Vacuum~~ Vacuum in Car's Fuel Tank / EVAP

~~P~~

PØ442 - EVAP Emission control system Leak

State Tax 7.17

GENUINE PARTS & SERVICE

PARTS ENDING IN RM ARE REMANUFACTURED PARTS

Check here if you do not want

The only warranties applying to this part(s) are those [redacted] selling dealer hereby expressly disclaims all warranties, either [redacted] ies of merchantability or fitness for a particular purpose, ar [redacted] on to assume for it any liability in connection with the sale of [redacted] led to recover from the selling dealer any consequential dama [redacted], loss of time, loss of profits, or income or any other incident [redacted]

REPAIRS PROPERLY COMPLETED AND CHECKED BY: [redacted]

CUSTOMER SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 312.50 |
| PARTS AMOUNT | 110.94 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | -53.68 |
| TOTAL CHARGES | 369.76 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 7.17 |
| PLEASE PAY THIS AMOUNT | 376.93 |

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 IS<br>01JAN18 DD | | | 17:00 10AUG22 | | 0.00 | CASH | 10AUG22 |

| R.O. OPENED | READY | OPTIONS: ENG:1.0_Liter |
|---|---|---|
| 09:02 13JUN22 | 15:58 10AUG22 | |

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

A ENGINE CONCERN - VEHICLE TOWED IN - LOW OIL PRESSURE WARNING COMING ON - VEHICLE RUNNING VERY ROUGH - C.E.L IS ON

CAUSE: .

07 ENGINE CONCERN

7282 SCOTT,JACOB LIC#: M276494

W (N/C)

1 CM5Z*8255*A GASKET (N/C)
1 *W715777*S300 RING (N/C)
1 *W715778*S300 RING - ADJUSTING (N/C)
1 *W715775*S300 RING (N/C)
6 F1FZ*6379*A BOLT - HEX.HEAD (N/C)
6 *W715195*S437 BOLT (N/C)
1 BM5Z*2A572*A GASKET - VACUUM PUMP (N/C)
1 CM5Z*9E936*A GASKET (N/C)
3 CM5Z*9439*A GASKET - INTAKE MANIFOLD (N/C)
1 CM5Z*9229*A KIT - "O" RING (N/C)
1 CM5Z*9J323*A TUBE ASY (N/C)
2 *W500414*S442 BOLT (N/C)
1 AA5Z*9E583*A SEAL (N/C)
4 *W715618*S437 NUT (N/C)
1 CM5Z*6K679*B PIPE - OIL FEED (N/C)
4 *W716271*S437 NUT (N/C)
4 *W715309*S300 STUD (N/C)
1 4R8Z*6N652*A GASKET (N/C)
1 CM5Z*6K682*L TURBOCHARGER ASY (N/C)
1 CM5Z*9450*A GASKET (N/C)
6 *W716271*S437 NUT (N/C)
1 GN1Z*5A215*A CLAMP - EXHAUST (N/C)
2 *W711508*S442 SCREW AND WASHER ASY (N/C)
12 *W715474*S437 BOLT AND WASHER ASY - HEX.HEAD (N/C)
1 G1FZ*6006*A SERVICE ENGINE ASY (N/C)
1 F1FZ*9N454*K HEAT SHIELD (N/C)
5 XO*5W20*BSP MOTORCRAFT SAE 5W-20 (N/C)

**PLEASE SEE THE REVERSE SIDE OF THIS REPAIR INVOICE FOR THE WARRANTY STATEMENT AND DISCLAIMER AND OTHER IMPORTANT INFORMATION.**

| Original Estimate (Parts & Labor) | Authorized Additional Costs | New Total Amount Agreed Upon | Authorized By (Name & Manner) | Date & Time |
|---|---|---|---|---|
| $ | $ | $ | | |
| Revised Estimate $ | $ | $ | | |

**ALL PARTS ARE NEW ORIGINAL EQUIPMENT MANUFACTURER UNLESS OTHERWISE INDICATED.**

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

DATE CUSTOMER SIGNATURE

***SHOP SUPPLY COST:** We have added a charge not to exceed $59.95 to the Repair Order for shop supplies and hazardous waste disposal used in connection with this repair.

**- CERTIFICATION -**

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300)

Company Authorized Representative (Full Signature Required)

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

Repairs Performed By (List mechanic's/trainee's name and MI Certification #):

DealerCAP 2021 CDK Global, LLC (05/21) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - MI - 9696004

CUSTOMER COPY

[redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 IS<br>01JAN18 DD | | | 17:00 10AUG22 | | 0.00 | CASH | 10AUG22 |

| R.O. OPENED | READY | OPTIONS: ENG:1.0_Liter |
|---|---|---|
| 09:02 13JUN22 | 15:58 10AUG22 | |

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
7282

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

verified low engine oil pressure, ssm 49918 for engine oil pressure loss due to oil pump belt. removed oil pan, verified engine oil pump belt and tensioner destroyed. smart cost cap replace.
removed engine, removed all nec parts to trnsfer to new engine.
assembled new engine with new turbo and required hardware and gaskets.
topped off fluids, koeo pass, cleared dtcs, post repair road test showed no further concerns
6007e 0.7, 6007a 8.1, 6007axq .2, 6007a34 3.3, 12650d 0.2, 12650dx1 0.1

**********

B PERFORM MULTIPOINT INSPECTION
CAUSE: .
MPI PERFORM MULTIPOINT INSPECTION
7282 SCOTT,JACOB LIC#: M276494
W (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
7282

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

**********

C** CAS-38067926-Y0X1W8 - GCCT CASE FOR RENTAL
CAUSE: .
19FOZRENTALESP RENTAL ESP
7282 SCOTT,JACOB LIC#: M276494
W (N/C)

FC: PART#: COUNT:
CLAIM TYPE:

**PLEASE SEE THE REVERSE SIDE OF THIS REPAIR INVOICE FOR THE WARRANTY STATEMENT AND DISCLAIMER AND OTHER IMPORTANT INFORMATION.**

| Original Estimate (Parts & Labor) | Authorized Additional Costs | New Total Amount Agreed Upon | Authorized By (Name & Manner) | Date & Time |
|---|---|---|---|---|
| $ | $ | $ | | |
| Revised Estimate $ | $ | $ | | |

ALL PARTS ARE NEW ORIGINAL EQUIPMENT MANUFACTURER UNLESS OTHERWISE INDICATED.

By signing below, you acknowledge that you were notified of and authorized the De[redacted] that yo[redacted] reques[redacted] payme[redacted]

DATE [redacted]

Repairs [redacted]

DealerCA[redacted]

***SHOP SUPPLY COST:** We have added a charge not to exceed $59.95 to the Repair Order for shop supplies and hazardous waste disposal used in connection with this repair.

**- CERTIFICATION -**

ALL REPAIRS AND PARTS LISTED WERE [redacted] WITH [redacted]. 300)

[redacted] tive

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

[redacted]

[redacted]

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|---|
| | 18 | FORD ECOSPORT | MAJ3P1VE7JC[redacted] | | | |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 IS<br>01JAN18 DD | | | 17:00 10AUG22 | | 0.00 | CASH | 10AUG22 |

| R.O. OPENED | READY | OPTIONS: ENG:1.0_Liter |
|---|---|---|
| 09:02 13JUN22 | 15:58 10AUG22 | |

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

AUTH CODE:
7282

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

**********

**PLEASE SEE THE REVERSE SIDE OF THIS REPAIR INVOICE FOR THE WARRANTY STATEMENT AND DISCLAIMER AND OTHER IMPORTANT INFORMATION.**

| Original Estimate (Parts & Labor) | Authorized Additional Costs | New Total Amount Agreed Upon | Authorized By (Name & Manner) | Date & Time |
|---|---|---|---|---|
| $ | $ | $ | | |
| Revised Estimate $ | $ | $ | | |

ALL PARTS ARE NEW ORIGINAL EQUIPMENT MANUFACTURER UNLESS OTHERWISE I

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

DATE CUSTOMER SIGNATURE

Repairs Performed By (List mechanic's/trainee's name and MI Certification #):

***SHOP SUPPLY COST:** We have added a charge not to exceed $59.95 to the Repair Order for shop supplies and hazardous waste disposal used in

[redacted]

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| GAS, OIL, LUBE | 0.00 |
| | 0.00 |
| | 0.00 |
| | 0.00 |
| | 0.00 |
| | 0.00 |
| | 0.00 |

DealerCAP 2021 CDK Global, LLC (05/21) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - MI - 9696004

CUSTOMER COPY

[redacted]

LEMBERG LAW

**Vlad Hirnyk, Esq.**
Associate
+1.203.653.2250 x 5503
+1.203.653.3424
vhirnyk@lemberglaw.com

June 29, 2022

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2018 Ford EcoSport |
| **VIN #** | [redacted] |
| **Record Owner** | |
| **State of Purchase or Lease** | New York |

Dear Sir or Madam:

Lemberg Law, LLC, is writing on behalf of the above client with regard to the above vehicle purchased in New York State. **Please consider this your notice for an opportunity to correct the defects specified below.** We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting New York consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service over 30 days and subject to repair due to the engine failure and the vehicle remains unrepaired.

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

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

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

Sincerely,

*/s/ Vlad Hirnyk*

Vlad Hirnyk, Esq.

LEMBERG LAW
ATTORNEYS AT LAW
43 Danbury Road
Wilton, CT 06897

WESTCHESTER NY 105
29 JUN 2022 PM 5 L

$0.53 0
US POSTAGE
FIRST-CLASS
062S0007252689
FROM 06905
B08363.20

JUL 07 2022

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

FORD MOTOR COMPANY
JUL 11 REC'D
OFFICE OF THE GENERAL COUNSEL

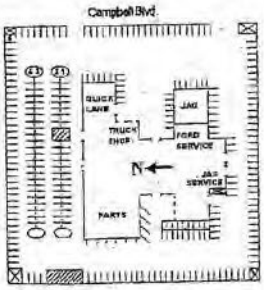
48121-624848

PE23-015 001018 LC SV

[redacted]

Thank you!
We appreciate
your business.

*If for any reason you are not* ***Completely Satisfied,*** *please stop and see our Service Manager before you leave.*




WESTHERR NEW YORK

**Invoice # 541783**

LINE OPCODE TECH TYPE HOURS
A CUSTOMER STATES BATTERY IS DEAD, RECENTLY REPLACED BEING TOWED IN BY SCHOEMANNS TOWING

| | | | | |
|---|---|---|---|---|
| EL Customer States - Electrical Concern | | | 187.50 | 187.50 |
| 3850 CME | | | 0.00 | 0.00 |
| 1 BAGM*48H6*760 BATTERY | | 199.95 | 495.00 | 495.00 |
| 1 J2BT*19C107*ZL ERADIO ACM | | | | |

SUBL TOW IN ISP (N/C)

PARTS: 495.00 LABOR: 187.50 OTHER: 0.00 TOTAL LINE A: 682.50

32056
Audio - Head unit replacement: Needs ACM radio Module. Battery keeps going dead perform a Battery Drain Check found system not going to sleep. System is drawing between 1.5 & 2.3 amps. Tech started by eliminating circuits one by one starting with the PCM. When tech unplugged fuss F23 for the ACM the system draw is now in specs at .20ma's Replace (ACM) Radio. system now working as designed. Also Battery fail Diag test battery defect Battery to hot replace battery.
DTC Code 6M4RER5453A3.

**********

B No ASR inspection required
NOASR No ASR inspection required 0.00 0.00
3850 CPG

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

32056 Multi-Point

**********

C** TOWING EXPENSE WARR
TOW TOWING EXPENSE WARR (N/C)
9999 ISP

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

**********

D** SERVICE PART WARRANTY ON ACM PER CURRENT RO
EL Customer States - Electrical Concern (N/C)
3850 W

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

|~|6054

| Service Department Hours | Quick Lane Hours |
|---|---|
| Monday - Friday 7:00 am - 9:00 pm | Monday - Friday 7:00am - 8:00pm |
| Saturday 7:00am - 6:00pm | Saturday 7:00am - 5:00pm |

**STATEMENT OF DISCLAIMER**

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty or 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.

X _____
(Customer Signature)

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES | |
| TOTAL CHARGES | |
| DISCOUNT | |
| SALES TAX | |
| PLEASE PAY THIS AMOUNT | |

**Make your next appointment @ westherrservice.com**

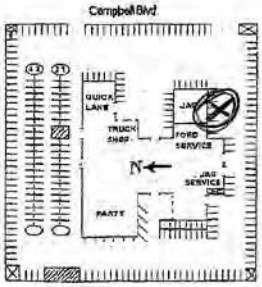
***THANK YOU!***

[redacted]

Thank you!
We appreciate
your business.

*If for any reason you are not* ***Completely Satisfied,*** *please stop and see our Service Manager before you leave.*

Invoice # 541783




WEST HERR
NEW YORK

32056 After installing the new ACM Tech performed system draw and found the the system still had the same draw? After second Diagnosing Tech found Audio - Head unit replacement was defective Needs to reorder ACM radio Module. Install second Radio Module. Perform Draw test and system shutting down to .20ma. System is now working as designed

**********

E** LOANER EXPENSE
LOANER LOANER EXPENSE
9999 CL 175.00 175.00

PARTS: 0.00 LABOR: 175.00 OTHER: 0.00 TOTAL LINE E: 175.00

**********

Thank you for choosing West Herr for any reason you are not COMPLETELY SATISFIED with your service, contact us at 716.9[illegible]

PNW
(Pos! Non-Warranty)

MAR 18 2022
MK 4581

| Service Department Hours | Quick Lane Hours |
|---|---|
| Monday - Friday 7:00 am - 9:00 pm | Monday - Friday.. 7:00am - 8:00pm |
| Saturday 7:00am - 6:00pm | Saturday 7:00am - 5:00pm |

**STATEMENT OF DISCLAIMER**

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty or 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.

X _____
(Customer Signature)

Make your next appointment @ westherrservice.com

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 362.50 |
| PARTS AMOUNT | 495.00 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 857.50 |
| DISCOUNT | 757.50 |
| SALES TAX | 8.75 |
| PLEASE PAY THIS AMOUNT | 108.75 |

*THANK YOU!*

Dealer, LLC EMP SERVICE INVOICE - 85120 - 3/30/2022 - IMAGING

[redacted]

Invoice # 557705

| LINE OPCODE TECH TYPE A/HRS S/HRS | | | | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| A PERFORM MULTI-POINT INSPECTION REPORT CARD AS RECOMMENDED BY FORD MOTOR COMPANY | | | | | | | |
| 99P PERFORM MULTI-POINT INSPECTION REPORT CARD AS RECOMMENDED BY FORD MOTOR COMPANY | | | | | | | |
| 2370 CPG 0.00 0.00 0 0 | | | | | 0.00 | 0.00 | |
| GBATT BATTERY TESTED BY THE ROTUNDA BATTERY TESTER AND IS OK AT THIS TIME | | | | | | | |
| 2370 CPG 0.00 0.00 0 0 | | | | | 0.00 | 0.00 | |
| GTIRE TIRE TREAD DEPTH MEASURES OVER 7/32NDS. TIRES ARE IN GOOD CONDITION AT THIS TIME | | | | | | | |
| 2370 CPG 0.00 0.00 0 0 | | | | | 0.00 | 0.00 | |
| GBK BRAKE MATERIAL MEASURES OVER 5MM OR 7/32" (DISC) OR OVER 2MM OR 3/32" (DRUM). BRAKES ARE IN GOOD CONDITION AT THIS TIME. | | | | | | | |
| 2370 CPG 0.00 0.00 0 0 | | | | | 0.00 | 0.00 | |
| 34043 COMPLETED MPI | | | | | | | |
| B CUSTOMER STATES START STOP SOUNDS LIKE IT IS DOUBLE STARTING OR HESITATES. HAPPENS INTERMITTENTLY | | | | | | | |
| EN Customer States - Engine Concerns including, abnormal noise, leak, odor or other. | | | | | | | |
| 2370 CME 0.02 2.00 8000 16000 | | | | | 160.00 | 160.00 | |
| 1 GN1Z*11002*C STARTER MOTOR ASY | | | 12900 | 23455 | 0 234.55 | 234.55 | 234.55 |
| 34043 SEE LINE B | | | | | | | |
| C CUSTOMER STATES CUSTOMER STATES SOUNDS LIKE METALLIC NOISE WHEN TRYING TO START VEHICLE | | | | | | | |
| CH CUSTOMER STATES - VEHICLE WILL NOT START, HARD START | | | | | | | |
| 2370 CPG 0.00 0.00 0 0 | | | | | 0.00 | 0.00 | |
| 34043 HEK VERIFY FOUND STARTER HAS ABNORMAL NOISE WHEN STARTING | | | | | | | |
| REMOVE STARTER FOUND PLAY IN STARTER BENDIX REPLACED STARTER AND RETEST -OK | | | | | | | |
| D TEXT TEXT YOU CONSENT TO RECEIVING TEXTS FROM US ON |~|6054 | | | | | | | |

| AUTHORIZATION | IF NOT ACCEPTED RETURN MAT'L TO DLR. | PUT X IN BOX BELOW IF TRANSIENT |
|---|---|---|
| | ☐ | ☐ |

| | ADJUSTED | | DEALER |
|---|---|---|---|
| DEALER LABOR | | | |
| DEALER PARTS | | | |
| SPECIAL SERVICES/ CHARGES | | | |
| TOTAL | | | |

**STATEMENT OF DISCLAIMER**

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty or 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.

X

(Customer Signature)

SIGNATURE X_____

BY:_____ DATE: _____

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

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES | |
| TOTAL CHARGES | |
| DISCOUNT | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

***THANK YOU!***

Copyright 2014 CDK Global, LLC EMF SERVICE INVOICE - XSI2C - 9698060 - IMAGING

[redacted]

Invoice # 557705

YOUR CELL PHONE AT THE NUMBER YOU HAVE
PROVIDED. YOU AGREE THAT WE MAY CONTACT YOU
REGARDING CUSTOMER SERVICE UPDATES OR OFFERS
VIA TEXT. IF YOU DO NOT AGREE, YOU MAY
PROVIDE A LANDLINE NUMBER.

2370 CPG 0.00 0.00 0 0 0.00 0.00

APPOINTMENT COORDINATOR
CREATED 2022-08-30 11:2 3:00AM
TAKEN BY SHANNON KORDELA NIGHT
DROP

Thank you for choosing West Herr! If for any reason you are not COMPLETELY SATISFIED with your service, contact us at 716.932.4668.

| DATE | START | FINISH | DURATION | TYPE | TECH | LINE(S) | CHG |
|---|---|---|---|---|---|---|---|
| 09-16-22 | 14:53 | 14:54 | 0.02 | W | 2370 | B D C A | |

| TRGT/ACCOUNT | SALE | COST | CONTROL | TRGT/ACCOUNT | SALE | COST | CONTROL |
|---|---|---|---|---|---|---|---|
| 7/5700007 | 16000 | 8000 | | 7/5430007 | 23455 | 12900 | |
| 7/1142007 | 29455 | ******* | | 7/1520007 | 10000 | ******* | |

COST, SALE, & COMP TOTALS 20900 39455 0

| AUTHORIZATION | IF NOT ACCEPTED RETURN MAT'L TO DLR. | PUT X IN BOX BELOW IF TRANSIENT |
|---|---|---|
| | ☐ | ☐ |

| ADJUSTED | | DEALER | | |
|---|---|---|---|---|
| | | DEALER LABOR | | |
| | | DEALER PARTS | | |
| | | SPECIAL SERVICES/ CHARGES | | |
| | | TOTAL | | |

**STATEMENT OF DISCLAIMER**

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty or 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.

X

(Customer Signature)

SIGNATURE X_____

BY:_____ DATE: _____

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

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 160.00 |
| PARTS AMOUNT | 234.55 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 394.55 |
| DISCOUNT | 394.55 |
| SALES TAX | 0.00 |
| **PLEASE PAY THIS AMOUNT** | **0.00** |

***THANK YOU!***

Copyright 2014 CDK Global, LLC EMF SERVICE INVOICE - XSI2C - 9698060 - IMAGING



# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
2846A N. Milwaukee Ave
Chicago, IL 60618

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

September 24, 2021

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

[redacted]

Dear Sir/Madam:

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

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

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

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

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Scott Kane Stukel
Of Counsel Attorney for Plaintiff

CC: McCarthy Ford, 11400 S Pulaski Rd, Chicago, IL 60655

2022 Illinois Registration Identification Card

[redacted]

AY38246

07-22

2G9751731

PE23-015 001025 LC SV

[redacted]

| | | |
|---|---|---|
| OPTIONAL RUST PROOFING | N/A | OTHER OPTIONAL EQUIPMENT |
| OPTIONAL PAINT SEALANT | N/A | |
| OPTIONAL FABRIC TREATMENT | N/A | |
| TOTAL | N/A | |

**Illinois law requires that this vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the front page of this agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, Water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to $100 for each of the first 2 repairs if the warranty is violated.**

1.
2.
3.
Signature

The parties agree that any dispute arising out of this transaction for the sale or financing of the vehicle shall be submitted to binding arbitration

| | |
|---|---|
| DESCRIPTION OF TRADE IN: MILES | ACV |
| YEAR MAKE MODEL | |
| STOCK NO. | |

"Used Car Buyers Guide. The information you see on the window form
this vehicle is part of this contract. Information on the window form overri
any contrary provisions in the contract of sale."

**NOTICE: TO THE NEGOTIATED CASH SALE PRICE OF EAC
VEHICLE, NO MORE THAN [redacted] MAY BE ADDED FO
DEALER COSTS AND OVERHEAD. THE ONLY OTHER A
"SALES" AND "TAX" ACTUAL" COST OF LICENSE AND TH
REGISTRATION AND TAXES.**

DISCLAIMER OF WARRANTIES

"Unless a warranty or service contract is specifically provided on the face
this order and/or in a separate written instrument, or unless otherwi
required by law, this vehicle is sold AS IS." McCarthy Ford Sales, Inc. here
expressly disclaims all warranties, either expressed or implied, includi
any implied warranty of merchantability or fitness for a particular pu
pose. McCarthy Ford Sales, Inc. neither assumes nor authorizes any oth
person to assume for it any liability in connection with the sale of any vehicle.
"Consequential Damages: Purchaser shall not be entitled to receive from
dealer any consequential damages, damages to property, damages for loss
of use, loss of profits or income, or any other incidental damages."
Purchaser has read all of the provisions on both the face and reverse side of
this Order, including the reference to warranty and NO WARRANTIES OF
MERCHANTABILITY OR FITNESS. The Purchaser agrees that all such
provisions are part of this Order and that this Order supercedes any prior
agreement. The authorized representative's signature below verifies that all
identifying numbers contained in this bill of sale agree with those on the
certificate of title. THIS order shall not become binding until accepted by the
Dealer's Authorized Representative. **IN THE CASE OF A TIME SALE THE
DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL A FINANCE
SOURCE APPROVES THIS ORDER AND AGREES TO PURCHASE A
CONTRACT BETWEEN THE PURCHASER AND**

| | |
|---|---|
| COOK COUNTY USE TAX (IF APPLICABLE) | $ [redacted] |
| COOK COUNTY TAX (IF APPLICABLE) | $ 15.00 |
| | $ N/A |
| STATE REGISTRATION FEE | $ 151.00 |
| SUBTOTAL OF ABOVE ITEMS | $ 26681.53 |
| SERVICE CONTRACT | $ [redacted] |
| ESTIMATED PAYOFF ON TRADE-IN | $ N/A |
| DOWN PAYMENT | $ [redacted] |
| FORD MOTOR COMPANY REBATE | [redacted] |

[redacted]

INSURANCE ISSUED WITH THIS

PE23-015

[redacted]

ation Identification (
ois Secretary of Sta

wheel bearings. You (the consumer) will have to pay up to $100 for each of the first 2 repairs if the warranty is violated.

TOTAL N/A

DESCRIPTION OF TRADE-IN: MILES
YEAR MAKE MODEL
SERIAL NO.

ACV

1
2
3
Signature

"Used Car Buyers Guide. The information you see on the windo
this vehicle is part of this contract. Information on the window form
any contrary provisions in the contract of sale."

**NOTICE: TO THE NEGOTIATED CASH SALE PRICE O
VEHICLE, NO MORE THAN MAY BE ADDE
DEALER COSTS AND OVERHEAD. THE ONLY OTH
DITIONAL CHARGES PERMITTED
ANCE AND THE ACTUAL COST OF LICENSE AND
REGISTRATION AND TAXES.**

DISCLAIMER OF WARRANTIES

"Unless a warranty or service contract is specifically provided on th
this order and/or in a separate written instrument, or unless o
required by law, this vehicle is sold AS IS." McCarthy Ford Sales, Inc
expressly disclaims all warranties, either expressed or implied, in
**any implied warranty of merchantability or fitness for a particu
pose.** McCarthy Ford Sales, Inc. neither assumes nor authorizes a
person to assume for it any liability in connection with the sale of any
"Consequential Damages: Purchaser shall not be entitled to recei
dealer any consequential damages, damages to property, damages
of use, loss of profits or income, or any other incidental damages."
Purchaser has read all of the provisions on both the face and reverse side of this Order, including the reference to warranty and NO WARRANTIES OF MERCHANTABILITY OR FITNESS. The Purchaser agrees that all such provisions are part of this Order and that this Order supercedes any prior agreement. The authorized representative's signature below verifies that all identifying numbers contained in this bill of sale agree with those on the certificate of title. THIS order shall not become binding until accepted by the Dealer's Authorized Representative. **IN THE CASE OF A TIME SALE THE DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL A FINANCE SOURCE APPROVES THIS ORDER AND AGREES TO PURCHASE A**

| | |
|---|---|
| CABLE) | $ 241.80 |
| LE) | $ 15.00 |
| | $ N/A |
| STATE REGISTRATION FEE | $ 221.00 |
| SUBTOTAL OF ABOVE ITEMS | $ 26601.53 |
| SERVICE CONTRACT | $ [redacted] |
| ESTIMATED PAYOFF ON TRADE-IN | $ N/A |
| DOWN PAYMENT | $ [redacted] |
| FORD MOTOR COMPANY REBATE | [redacted] |

for the
stration
bitration
C. §1 et
uration
a trial by

[redacted]

# ODOMETER DISCLOSURE STATEMENT

FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN A FINE OR IMPRISONMENT.

I, MCCARTHY FORD, INC. *STATE THAT*
TRANSFEROR'S NAME - SELLER - PRINT

THE ODOMETER NOW READS 11 *MILES AND TO THE*
ODOMETER READING (NO TENTHS)

BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED BELOW, UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED.

☐ (1) I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.

☐ (2) I HEREBY CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE.
**WARNING - ODOMETER DISCREPANCY**

| MAKE | MODEL | BODY TYPE |
|---|---|---|
| FORD TRUCK | ECO SPORT | SE |
| [redacted] | | DEALER STOCK NO. |
| TRANSFEROR'S SIGNATURE (SELLER) X | (PRINTED NAME) MCCARTHY FORD, INC. | |
| TRANSFEROR'S STREET ADDRESS (SELLER) | | |

[redacted]

# McCARTHY Ford

11400 S. Pulaski Rd. Chicago, IL 60655
Phone (773) 239-7900

[redacted]

77005 | 2021 | 09/23/21 | COLOR | [redacted]

LABOR & PARTS----------
J# 1 07FOZ TRANSMISSION TECH(S):46250

VEHICLE GOT TOWED IN AGAIN!!! CHECK ENGINE LIGHT IS ON AND
VEHICLE STOPPED CHECK AND ADVISE
CODES P0757,P0758 FOUND CIRCUIT CET05 NOT MAKING CONTRACT
FOUND PIN 45 (GN/BN)NOT SECURED AND MAKING POOR CONTACT
TECH RETRIEVED CODES PERFORMED PIN POINT TEST FOUND CONNECTI
ON PIN 45 RESECURED PIN 45 CLEARED CODES EXTENDED TEST DRIVE

JOB # 1 TOTAL LABOR & PARTS 0.00

SUBLET-----PO#--------VEND INV#-INV.DATE-DESCRIPTION---------- WARRANTY
JOB # 1 95523 09/23/21 RENTAL WE PAY ALL FEES TOTAL - SUBLET 0.00

COMMENTS----------
DROP OFF SEE JOHN TOWIN FRIDAY NIGHT FOR SAT.
TALKED W/CUSTOMER ABOUT VEHICLE. TECH DIAG VEHICLE AND FOUND ENGINE
BAD. NEEDS TO BE REPLACED ORDERED ENGINE 08/09 ALSO TALKED W/CUSTOM
ER 8/10 904AM J.S
TALKED W/CUSTOMER ABOUT VEHICLE WAITING ON PARTS 08/12 930AM J.S
TALKED W/CUSTOMER ABOUT VEHICLE WAITING ON PARTS 08/18 148PM J.S
TALKED W/CUSTOMER ABOUT RENTAL (JOHN OKED RENTAL AFTER TEN DAYS TO
STAY IN VEHICLE 08/21 930AM J.S (OWNER OKED RENTAL)
ROBERT # 7736276229
TALKED W/CUSTOMER ABOUT VEHICLE STILL WAITING ON PARTS 09/01 918AM
J.S
TALKED W / CUSTOMER ABOUT VEHICLE
09/14 J.S 338PM
TALKED W/CUSTOMER ABOUT VEHICLE AT TRANS SHOP 09/21 1012AM J.S
TALKED W/CUSTOMER ABOUT VEHICLE NEED TO TALK W/TECH IN MORNING 09/2
1 626PM J.S

TOTALS----------

| | |
|---|---|
| TOTAL LABOR.... | 0.00 |
| TOTAL PARTS.... | 0.00 |
| TOTAL SUBLET... | 0.00 |
| | 0.00 |
| | 0.00 |
| | 0.00 |
| | 0.00 |
| | 0.00 |

[redacted]

CUSTOMER SIGNATURE

E 1 OF 1 CUSTOMER COPY [ END OF INVOICE ] 03:50pm

WARRANTY

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.

"The dealership utilizes the hours published in the Factory Labor Time Guide, Chilton Manual and/or Motors Crash Book, 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."

QualityCare at your service

Motorcraft

PE23-015 001029 LC SV

McCARTHY

11400 S. Pulaski Rd. Chicago, IL 60655
Phone (773) 239-7900

[redacted]

TOTALS----------

[redacted]

| | |
|---|---|
| TOTAL LABOR.... | 50.40 |
| TOTAL PARTS.... | 50.35 |
| TOTAL SUBLET... | 0.00 |
| TOTAL G.O.G.... | 0.00 |
| TOTAL MISC CHG. | 3.02 |
| TOTAL MISC DISC | -34.40 |
| TOTAL TAX..... | 5.16 |
| **TOTAL INVOICE $** | **74.53** |

CUSTOMER SIGNATURE

STATEMENT OF DISCLAIMER

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

"The dealership utilizes the hours published in the Factory Labor Time Guide, Chilton Manual and/or Motors Crash Book, 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."

[redacted]

RECEIPT

| ACCT. | AMOUNT | CONTROL NUMBER | PAYMENT TYPE | AMOUNT |
|---|---|---|---|---|
| 1010 | 74.53 | 370096 | CASH | 74.53 |

SIGNATURE

RO 370096

PAGE 1

McCARTHY FORD, INC
11400 S. PULASKI ROAD
CHICAGO, IL 60655
773-239-7900

PE23-015 001030 LC SV

McCARTHY Ford

11400 S. Pulaski Rd. Chicago, IL 60655
Phone (773) 239-7900

Ford

[redacted]

LABOR & PARTS----------

J# 1 30FOZ117P OIL AND FILTER CL TECH(S):55898 15.45
CHANGE OIL AND FILTER, INCLUDES COMPLETE MULTI-POINT INSPECTION

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 1 | 1 | BE8Z-6731-AC | FILTER 516303 | 6.50 | 6.50 |
| JOB # 1 | 5 | XO-5W20-BSP | OIL - E 521145 | 4.38 | 21.90 |
| | | | JOB # 1 TOTAL PARTS | | 28.40 |
| | | | JOB # 1 TOTAL LABOR & PARTS | | 43.85 |

J# 2 30FOZ121P ROTATE TIRES CL TECH(S):55898 24.95
ROTATE TIRES, CHECK TIRE PRESSURES CUSTOMER LOYALITY PROGRAM

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| | | | JOB # 2 TOTAL PARTS | | 0.00 |
| | | | JOB # 2 TOTAL LABOR & PARTS | | 24.95 |

J# 3 30FOZ99P MULTI-POINT INSP TECH(S):99999 INTERNAL
Perform a thorough inspection of your vehicle and provide a detailed Vehicle Report Card. Check Fluid Levels, Inspect Wiper Blades, Test Battery, Inspect Tires and Brake Wear, Inspect safety systems and components for leaks and damage Perform multi-point vehicle inspection and record results on Vehicle Report Card

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

J# 4+30FOZ100P AIR CLEANER FILTER TECH(S):55898 10.00
Motorcraft Air Filter, Installed. Excludes diesel vehicles. Taxes extra. See Service Advisor for vehicle applications and details.
Motorcraft Air Filter

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 4 | 1 | GN1Z-9601-A | ELEMENT 125677 | 21.95 | 21.95 |
| | | | JOB # 4 TOTAL PARTS | | 21.95 |
| | | | JOB # 4 TOTAL LABOR & PARTS | | 31.95 |

| MISC | CODE | DESCRIPTION | CONTROL NO | |
|---|---|---|---|---|
| JOB # A | ENV | ENVIRONMENTAL CHARGES | | 3.02 |
| JOB # 1 | CL1 | CUSTOMER LOYALITY N | | -10.96 |
| JOB # 1 | CL2 | CUSTOMER LOYALITY S | | -5.48 |
| JOB # 1 | CL3 | CUSTOMER LOYALITY P | | -5.48 |
| JOB # 2 | CL1 | CUSTOMER LOYALITY N | | -6.24 |
| JOB # 2 | CL2 | CUSTOMER LOYALITY S | | -3.12 |
| JOB # 2 | CL3 | CUSTOMER LOYALITY P | | -3.12 |
| | | | TOTAL - MISC | -31.38 |

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

"The dealership utilizes the hours publish in the Factory Labor Time Guide, Chil Manual and/or Motors Crash Book, wh reflects an average time requirement for performance of specific vehicle repairs, which may, therefore, be either more or than the actual clock time in any instance."

Quality Ca
at your se

Motorcraft

Reynolds and Reynolds ERAINTINVE CORP0342 Q (08/04)



PE23-015 001031 LC SV



# LAW OFFICE OF STEVEN STANCROFF

The Lemon Law Attorneys

9805 Statesville Rd., #6036
Charlotte, NC 28269
Phone (704) 413-1173
Fax (877) 575-9666
teri@thelemonlawattorneys.com

April 1, 2021

Ford Motor Company – FCSD Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

Re: [redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of Mrs. Lemoine's claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our client has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of the North Carolina Lemon Law and Magnuson-Moss Warranty Act. As such, our client respectfully requests that Ford Motor Company comply with the above statutes and pay all attorney fees and costs.

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

[redacted]

CAPITAL Ford of Rocky Mount

2012 Stone Rose Dr.
Rocky Mount, NC 2780
(252) 977-1234

[redacted]

dealers, the allowance will be adjusted. Using your figures this:

| | | | | |
|---|---|---|---|---|
| 1. NET ALLOWANCE ON TRADE IN IS | | | | -9386.05 |
| 2. PARTIAL PAYMENT | | | | N/A |
| 3. CASH DOWN PAYMENT | | | | 500.00 |
| 4. TOTAL REBATE | | | | 3000.00 |
| DEAL_REBATE | 1 | | 3000.00 | |
| | | | N/A | |
| | | | N/A | |
| TOTAL CASH DOWN PAYMENT | | | | |
| TOTAL CREDIT | | | | -5886.05 |

| | | |
|---|---|---|
| TOTAL SELLING PRICE | + | 23368.00 |
| HIGHWAY USE TAX | + | 372.95 |
| | + | |
| TITLE AND LICENSE | + | 72.00 |
| | + | |
| | + | |
| DEALER ADMINISTRATION FEE | + | 649.00 |
| TOTAL CASH PRICE DELIVERED | = | 24461.95 |
| CASH DOWN PAYMENT — DEPOSIT ON ORDER | - | N/A |
| CASH DOWN PAYMENT — CASH ON DELIVERY / REBATE- | - | 3500.00 |
| TRADE IN | - | 11585.22 |
| LESS BALANCE OWING | - | 20971.27 |
| TOTAL DOWN PAYMENTS (CREDITS) | - | -5886.05 |
| SUB-TOTAL | = | 30348.00 |
| | + | N/A |
| FORD ESP | + | 1825.00 |
| | + | N/A |
| | + | N/A |
| | + | N/A |
| | + | N/A |
| | + | N/A |
| | + | N/A |
| SUBTOTAL | = | 1825.00 |
| BALANCE DUE | | 32173.00 |
| AMOUNT FINANCED | | 32173.00 |

Purchaser Initial X _____ Co-Purchaser Initial X N/A

## LIEN INFORMATION

WHAT NAME(S) ARE ON TITLE?

1._____ 2._____

Customer acknowledges that the lien information is accurate to the best of his/her knowledge and that he/she is responsible for any shortages in the payoff listed below concerning the vehicle being traded. Likewise, any overages will be reimbursed to the customer.

Purchaser Initial X _____ Co-Purchaser Initial X _____

BALANCE OWED TO: FIRST INVESTORS

ADDRESS: 380 INTERSTATE N

CITY: ATLANTA GA 30339 STATE: _____ ZIP: _____

PHONE #: 8002496305 TALKED TO: _____

ACCOUNT #: SSN 434-41-5688

PAYOFF AMT.: 20971.27 GOOD THRU: _____

DOES SECOND LIEN EXIST?

## AGREEMENT TO ARBITRATE DISPUTES

This Agreement to Arbitrate Disputes can significantly affect your rights as the customer ("you" or "Customer") in any dispute with us. Please read it carefully before indicating your agreement to arbitrate disputes.

In consideration of our mutual promises, the sufficiency of which is hereby recognized, we agree as follows:

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

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Agreement, and the arbitrability of the claim or dispute), between you and us or our employees or agents which arises out of or relates to your credit application, purchase or condition of the a vehicle, any paperwork memorializing the sale or lease, your trade, or any resulting transaction or relationship shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action, unless otherwise provided herein. If a federal law provides that a claim or dispute is not subject to binding arbitration, this Agreement shall not apply to such claim or dispute. Any other claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You and we expressly waive any right you may have to arbitrate a class action or to proceed as a private attorney general. You or we may choose one of the following arbitration organizations and its applicable rules: the American Arbitration Association (www.adr.org), or another other widely recognized arbitration organization, subject to agreement of all parties. You may obtain a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless we mutually agree otherwise. We will pay your filing, service or case management fee and your arbitrator or hearing fee up to a maximum of $1,500. We shall also pay any additional amount of such fees that the arbitrator determines we must pay in order to make this Agreement enforceable. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that the losing party may request a new arbitration under the rules of the arbitration organization by a three-party panel if allowed by such rules. If any provision under this Agreement, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. This Agreement to Arbitrate Disputes, and any arbitration conducted hereunder, shall be governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.). Any court having jurisdiction may enter judgment on the arbitrator's award. You and we retain any rights to self-help remedies including, but not limited to, repossession, involuntary bankruptcy petitions, right of set-off, resale, acceleration and cure. You and we further retain the right to seek individual remedies in court for individual claims or disputes only (as opposed to a class claim) so long as the amount in controversy is $5000.00 or less. This Agreement shall survive execution of a retail installment contract or lease agreement and remain fully enforceable by the parties hereto, notwithstanding any language in the retail installment contract or lease agreement to the contrary. In the event any term of this Agreement shall be in conflict with an arbitration clause in the retail installment contract or lease agreement, [redacted] between Dealer and Customer.

[redacted] SPUTES:

[redacted] Customer initials acknowledging this Agreement contains an agreement to arbitrate disputes.

35902*1*PF-FI

PE23-015 001034 LC SV

**DEALER MAY CHARGE AN ADMINISTRATIVE/PROCESSING FEE IN THE AMOUNT SET FORTH ON THIS PURCHASE/LEASE AGREEMENT. DEALER MAY RECEIVE A FEE, COMMISSION, OR OTHER COMPENSATION FOR PROVIDING, PROCURING, OR ARRANGING FINANCING FOR THE RETAIL LEASE OR PURCHASE OF A MOTOR VEHICLE, FOR WHICH THE CUSTOMER MAY BE RESPONSIBLE.**
Purchaser may arrange for financing through dealer or finance source of purchaser's choosing. Purchaser may be able to obtain more favorable financing from a third party. Purchaser understands the annual percentage rate ("APR") quoted by dealer may be negotiable.

NOTICE TO PURCHASER(S): DO NOT SIGN THIS AGREEMENT UNTIL YOU READ IT. YOU ARE ENTITLED TO A COPY OF ALL AGREEMENTS AND/ OR DOCUMENTS THAT YOU SIGN. YOU ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THIS AGREEMENT PRIOR TO CONTRACTING. THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY AN OFFICER OR MANAGER OF THE SELLER AND BY PURCHASER(S). YOU AGREE THAT THE ADDITIONAL TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS DOCUMENT ARE A PART OF THIS AGREEMENT, INCLUDING PARAGRAPH 12 REFERRING TO NO WARRANTIES OF MERCHANTABILITY OR FITNESS. THE FRONT AND BACK OF THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT RELATED TO THIS PURCHASE AND NO OTHER AGREEMENTS, UNDERSTANDINGS OR PROMISES WILL BE RECOGNIZED UNLESS OTHERWISE AGREED TO IN WRITING BY BOTH PURCHASER(S) AND SELLER.
ORAL PROMISES ARE NOT VALID. ANY PROMISES OR UNDERSTANDINGS NOT SPECIFIED IN WRITING IN THIS AGREEMENT ARE NOT VALID AND SHALL NOT BE CONSIDERED A PART OF THIS AGREEMENT UNLESS INCORPORATED HEREIN BY REFERENCE.
ADDITIONAL DOCUMENTS - YOU AGREE TO EXECUTE ADDITIONAL FORMS, CONTRACTS OR OTHER DOCUMENTS PREPARED IN CONNECTION WITH THE PURCHASE, THOSE REQUIRED BY THE VARIOUS PURCHASE DOCUMENTS, ANY RETAIL INSTALLMENT OR CONSUMER CREDIT SALE OR LEASE CONTRACT ("RISC") OR THOSE REQUIRED BY FEDERAL AND/OR STATE LAW, RULE OR REQUIREMENT. THESE DOCUMENTS ARE INCORPORATED HEREIN BY REFERENCE. IN THE EVENT OF A CONFLICT BETWEEN TERMS OF THIS AGREEMENT AND THE RISC, THIS AGREEMENT PREVAILS.
AGE: BY EXECUTION OF THIS AGREEMENT, YOU CERTIFY THAT YOU ARE 18 YEARS OF AGE OR OLDER.
CONDITIONAL DELIVERY - IF THIS IS A CONDITIONAL RETAIL PURCHASE/LEASE AND SELLER IS ASSISTING WITH FINANCE SOURCING, YOU ACKNOWLEDGE THAT THE SALE OF THE ABOVE DESCRIBED VEHICLE IS NOT FINAL UNTIL YOUR LOAN APPLICATION HAS BEEN APPROVED BY A THIRD PARTY FINANCE SOURCE ACCEPTABLE TO SELLER, AND A RETAIL INSTALLMENT OR CONSUMER CREDIT SALE OR LEASE CONTRACT HAS BEEN FULLY EXECUTED WITH RESPECT TO THIS TRANSACTION AND WE HAVE RECEIVED FUNDS FOR THE UNPAID BALANCE FROM YOU OR THE THIRD PARTY FINANCE SOURCE. IF A FINANCE SOURCE APPROVES YOUR LOAN, IT MAY REQUIRE ADDITIONAL DOWN PAYMENT OR A CHANGE IN THE TERMS OR NUMBER OF PAYMENTS. IF CHANGES ARE REQUIRED, YOU AGREE TO RETURN TO SELLER'S PREMISES TO EXECUTE REVISED DOCUMENTS WITHIN THREE (3) WORKING DAYS OF NOTIFICATION. CHANGES REQUIRED BY THE FINANCE SOURCE MUST BE ACCEPTABLE TO YOU AND US. YOU UNDERSTAND THAT WE DO NOT REPRESENT OR IMPLY THAT YOUR LOAN APPLICATION HAS BEEN APPROVED OR WILL BE APPROVED BY EXECUTING THIS AGREEMENT OR PERMITTING YOU TO REMOVE THE VEHICLE FROM THE PREMISES. IF THE FINANCE SOURCE DECLINES YOUR CREDIT APPLICATION ON THE TERMS AS SUBMITTED, PARAGRAPH 2(a), PRINTED ON THE BACK OF THIS DOCUMENT SHALL APPLY. THE ADDITIONAL TERMS AND CONDITIONS RELATED TO THE CONDITIONAL DELIVERY OF THE ABOVE-IDENTIFIED VEHICLE AS SET FORTH IN PARAGRAPH 2(a) ON THE REVERSE SIDE HEREOF AND, IF APPLICABLE, THE SEPARATE CONDITIONAL DELIVERY AGREEMENT AND POWER OF ATTORNEY YOU HAVE EXECUTED ARE INCORPORATED HEREIN BY REFERENCE.
CASH/PURCHASER ARRANGED FINANCING - IF THIS IS A RETAIL PURCHASE AND NO SELLER FINANCE SOURCING IS PROVIDED, YOU CHOOSE TO PAY THE UNPAID BALANCE OR THE CASH SELLING PRICE BY PROVIDING YOUR OWN CASH AND / OR FINANCING. THE SALE IS FINAL WHEN YOU SIGN THIS RETAIL PURCHASE / LEASE AGREEMENT AND WE HAVE RECEIVED FUNDS FOR THE UNPAID BALANCE FROM YOU OR YOUR FINANCING SOURCE.

PURCHASER(S) HAS READ THE TERMS AND CONDITIONS ABOVE, ON THE REVERSE SIDE HEREOF AND IN ALL ASSOCIATED DOCUMENTS SIGNED BY PURCHASER(S) AND IT IS UNDERSTOOD AND AGREED THAT ALL SUCH TERMS AND CONDITIONS ARE MADE A PART OF THIS PURCHASE/LEASE AGREEMENT WITH THE SAME EFFECT AS IF THEY WERE PRINTED ABOVE THE PURCHASER'S SIGNATURE.

[redacted]

[redacted]

| COLOR | YEAR | MAKE/MODEL |
|---|---|---|
| SMOKE | 18 | FORD ECOSPORT |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JAN19 DD | 10OCT17 | | 17:00 27JAN21 | | | CASH | 01FEB21 |

| R.O. OPENED | READY |
|---|---|
| 07:42 21NOV20 | 11:34 01FEB21 |

OPTIONS: SOLD-STK:T188069 DLR:00996
ENG:99E_1.0L_ECOBOOST_ENGINE
TRN:447_6-SPD_AUTO_TRANS_W/SLCTSHFT

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A OIL CHANGE SPECIAL | | | |
| 01S OIL CHANGE SPECIAL | | | |
| 5458 IS | | | (N/C) |
| 1 FL*910S* KIT - ELEMENT & GASKET - OIL F | | | (N/C) |
| 5 XO*5W20*DSP MOTORCRAFT SAE 5W-20 API GF-6A | | | (N/C) |
| ********** | | | |
| B NORTH CAROLINA STATE INSPECTION | | | |
| NCSI NORTH CAROLINA STATE INSPECTION | | | |
| 5429 IS | | | (N/C) |
| ********** | | | |
| C OPERATION 99P COMPLETED ATW QUALITY CARE REPORT CARD | | | |
| CAUSE: OIL PUMP BELT SNAPPED | | | |
| 99P OPERATION 99P COMPLETED ATW QUALITY CARE | | | |
| REPORT CARD | | | |
| 5445 W | | | (N/C) |
| 1 4R8Z*6N652*A GASKET | | | (N/C) |
| 4 *W716271*S437 NUT | | | (N/C) |
| 4 *W505532*S437 SCREW | | | (N/C) |
| 4 *W505533*S437 SCREW | | | (N/C) |
| 2 *W520101*S437 NUT | | | (N/C) |
| 4 *W709347*S307 SCREW AND WASHER ASY | | | (N/C) |
| 1 CM5Z*6K679*B PIPE - OIL FEED | | | (N/C) |
| 1 C1BZ*9N454*C HEAT SHIELD | | | (N/C) |
| 8 *W715309*S300 STUD | | | (N/C) |
| 1 CM5Z*8507*A GASKET - WATER PUMP | | | (N/C) |
| 2 CM5Z*00812*E BOLT | | | (N/C) |
| 5 *W500015*S437 SCREW | | | (N/C) |
| 1 CM5Z*6700*B SEAL ASY - CRANKSHAFT OIL - FR | | | (N/C) |
| 1 CM5Z*8255*B GASKET | | | (N/C) |
| 2 CM5Z*00812*H BOLT - SPECIAL | | | (N/C) |
| 10 CM5Z*00812*E BOLT | | | (N/C) |
| 4 CM5Z*00812*F BOLT | | | (N/C) |
| 1 CM5Z*6584*B GASKET | | | (N/C) |
| 8 *W715195*S437 BOLT | | | (N/C) |

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)

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

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

There will be a 1 hour Diagnostic fee and shop supply fee added to every repair unless noted.

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XSI2C

CUSTOMER COPY

[redacted]

SMOKE | 18 | FORD ECOSPORT | MAJ3P1TE7JC164950

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JAN19 DD | 10OCT17 | | 17:00 27JAN21 | | | CASH | 01FEB21 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:T188069 DLR:00996<br>ENG:99E_1.0L_ECOBOOST_ENGINE<br>TRN:447_6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 07:42 21NOV20 | 11:34 01FEB21 | |

| LINE | OPCODE | TECH TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| 1 | CM5Z*9450*A | | | GASKET | | | (N/C) |
| 6 | *W716271*S437 | | | NUT | | | (N/C) |
| 4 | *W715309*S300 | | | STUD | | | (N/C) |
| 4 | *W715141*S442 | | | BOLT | | | (N/C) |
| 4 | *W715474*S437 | | | BOLT AND WASHER ASY - HEX.HEAD | | | (N/C) |
| 4 | *W711508*S442 | | | SCREW AND WASHER ASY | | | (N/C) |
| 4 | *W715991*S442 | | | BOLT | | | (N/C) |
| 4 | *W715992*S442 | | | BOLT | | | (N/C) |
| 10 | *W500414*S442 | | | BOLT | | | (N/C) |
| 4 | *W500113*S437 | | | BOLT - HEX.HEAD | | | (N/C) |
| 4 | *W500116*S437 | | | BOLT - HEX.HEAD | | | (N/C) |
| 1 | F1FZ*6C348*C | | | TENSIONER - DRIVE BELT | | | (N/C) |
| 1 | F1FZ*6B651*A | | | DRIVE BELT - OIL PUMP | | | (N/C) |
| 4 | *W702251*S437 | | | BOLT - HEX.HEAD | | | (N/C) |
| 4 | *W711915*S437 | | | BOLT - HEX.HEAD | | | (N/C) |
| 4 | *W718197*S437 | | | BOLT | | | (N/C) |
| 1 | CM5Z*6378*A | | | WASHER | | | (N/C) |
| 1 | CM5Z*6C683*A | | | FILTER ASY | | | (N/C) |
| 1 | CM5Z*6A311*A | | | SHAFT - BALANCE | | | (N/C) |
| 1 | CM5Z*6268*A | | | BELT - TIMING | | | (N/C) |
| 1 | TA*29* | | | SEALANT - SILICONE | | | (N/C) |
| 1 | TA*31* | | | SEALANT - SILICONE | | | (N/C) |
| 1 | VC*13*G | | | ANTI-FREEZE | | | (N/C) |
| 1 | FL*910S* | | | KIT - ELEMENT & GASKET - OIL F | | | (N/C) |
| 5 | XO*5W20*DSP | | | MOTORCRAFT SAE 5W-20 API GF-6A | | | (N/C) |
| 1 | TA*357* | | | SEALANT - SILICONE | | | (N/C) |
| 6 | BJ5Z*6214*A | | | BOLT - CONNECTING ROD | | | (N/C) |
| 8 | CM5Z*6345*A | | | BOLT - BEARING CAP - HEX. HEAD | | | (N/C) |
| 1 | CM5Z*6K254*B | | | TENSIONER - TIMING BELT | | | (N/C) |
| 1 | CM5Z*00812*G | | | BOLT - HEX.HEAD | | | (N/C) |
| 1 | CM5Z*6A345*A | | | BOLT - HEX.HEAD | | | (N/C) |
| 1 | FD8Z*7A248*A | | | SEAL ASY - OIL | | | (N/C) |
| 4 | *W711240*S439 | | | BOLT | | | (N/C) |
| 1 | WPT*984* | | | WIRE ASY | | | (N/C) |

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)

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

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

There will be a 1 hour Diagnostic fee and shop supply fee added to every repair unless noted.

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XSI2C

CUSTOMER COPY

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JAN19 DD | 10OCT17 | | 17:00 27JAN21 | | | CASH | 01FEB21 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:T188069 DLR:00996<br>ENG:99E_1.0L_ECOBOOST_ENGINE<br>TRN:447_6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 07:42 21NOV20 | 11:34 01FEB21 | |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| | 1 CM5Z*8255*A GASKET | | | | | | | (N/C) |
| | 1 CM5Z*8620*G V-BELT | | | | | | | (N/C) |
| | 1 CM5Z*6A228*A PULLEY ASY - TENSION | | | | | | | (N/C) |
| | 1 GN1Z*6068*D HOUSING | | | | | | | (N/C) |

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5445

**********

D** CUSTOMER STATES VEHICLE HAS LOW OIL PRESSURE, CHECK AND ADVISE
CAUSE: ENGINE rEPLACEMENT
MISC OIL PUMP BELT SNAPPED IN TWO,CAUSING LOW OIL
PRESSURE AND ENGINE DAMAGE

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | 5453 | W | | | | | |
| | 1 G1FZ*6006*A SERVICE ENGINE ASY | | | | | | | (N/C) |
| | 1 CM5Z*6K682*L TURBOCHARGER ASY | | | | | | | (N/C) |

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5453

43148 verified concern low oil pressure message displays and oil light is on checked oil not low. checked tsb ssm found ssm 49200 rerlated to customer concern removed front timing cover found the oil pump belt tensioner to be broken thoroughly inspect engine no additional damages found replaced oil pump belt tensioner verified repairs.

**********

EST: 13.60 27JAN21 11:51 SA: 5362
CONTACT:
**********

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)

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

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

There will be a 1 hour Diagnostic fee and shop supply fee added to every repair unless noted.

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XSi2C

CUSTOMER COPY

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 26JAN19 DD | 10OCT17 | | 17:00 27JAN21 | | | CASH | 01FEB21 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:T188069 DLR:00996<br>ENG:99E_1.0L_ECOBOOST_ENGINE<br>TRN:447_6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 07:42 21NOV20 | 11:34 01FEB21 | |

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

EST: 13.60 21NOV20 07:42 SA: 5362
CONTACT:
**********

EST: 83.60 21NOV20 07:42 SA: 5362
CONTACT:
**********

CUSTOMER SATISFACTION

NUMBER "1" GOAL








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)

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 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 |

There will be a 1 hour Diagnostic fee and shop supply fee added to every repair unless noted.

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XSI2C

CUSTOMER COPY

PE23-015 001039 LC SV



# Repair Order Detail - Internal Copy

[redacted]

| | | | | |
|---|---|---|---|---|
| CTBZ-9N454-C | | 1 | HEAT SHIELD | 21.11 |
| *W715309*S300 | | 8 | STUD | 29.28 |
| CM5Z*00812*E | | 2 | BOLT | 2.82 |
| *W500015*S437 | | 5 | SCREW | 7.25 |
| CM5Z*6700*B | | 1 | SEAL ASY - CRANKSHAFT OIL - FR | 10.58 |
| CM5Z*8255*B | | 1 | GASKET | 1.67 |
| CM5Z*00812*H | | 2 | BOLT - SPECIAL | 5.00 |
| CM5Z*00812*E | | 10 | BOLT | 14.10 |
| CM5Z*00812*F | | 4 | BOLT | 9.68 |
| CM5Z*6584*B | | 1 | GASKET | 18.52 |
| *W715195*S437 | | 8 | BOLT | 3.68 |
| CM5Z*9450*A | | 1 | GASKET | 7.07 |
| *W716271*S437 | | 6 | NUT | 4.98 |
| *W715309*S300 | | 4 | STUD | 14.64 |
| *W715141*S442 | | 4 | BOLT | 9.68 |
| *W715474*S437 | | 4 | BOLT AND WASHER ASY - HEX.HEAD | 1.92 |
| *W711508*S442 | | 4 | SCREW AND WASHER ASY | 5.80 |
| *W715991*S442 | | 4 | BOLT | 4.04 |
| *W715992*S442 | | 4 | BOLT | 9.68 |
| *W500414*S442 | | 10 | BOLT | 16.70 |
| *W500113*S437 | | 4 | BOLT - HEX.HEAD | 2.72 |
| *W500116*S437 | | 4 | BOLT - HEX.HEAD | 9.68 |
| *W702251*S437 | | 4 | BOLT - HEX.HEAD | 5.80 |
| *W711915*S437 | | 4 | BOLT - HEX.HEAD | 9.68 |
| *W718197*S437 | | 4 | BOLT | 9.68 |
| CM5Z*6378*A | | 1 | WASHER | 17.22 |
| CM5Z*6C683*A | | 1 | FILTER ASY | 2.75 |
| TA*29* | | 1 | SEALANT - SILICONE | 15.75 |
| TA*31* | | 1 | SEALANT - SILICONE | 23.09 |
| TA*357* | | 1 | SEALANT - SILICONE | 45.38 |
| CM5Z*00812*G | | 1 | BOLT - HEX.HEAD | 5.81 |
| CM5Z*6A345*A | | 1 | BOLT - HEX.HEAD | 8.50 |
| *W711240*S439 | | 4 | BOLT | 9.68 |
| WPT*984* | | 1 | WIRE ASY | 74.01 |
| CM5Z*8255*A | | 1 | GASKET | 6.84 |
| 6600B | W | OIL PRESSURE - ENGINE - DIAGNOSIS - L | 0.50 | 66.30 |
| Tech(s): 5453 | | | | |
| 6007E | W | ENGINE EXCHANGE - DIAGNOSIS (6006/6007/6009/6012) - M | 0.70 | 92.82 |

# Repair Order Detail - Internal Copy

[redacted]

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

| | | | | |
|---|---|---|---|---|
| Tech(s): 5453 | | | | |
| MTTEARDOWN | W | MT TEARDOWN TIME | 2.00 | 265.20 |
| Tech(s): 5453 | | | | |
| 6007A | W | ENGINE ASSEMBLY - REMOVE AND INSTALL (6007) - L | 7.80 | 1,034.28 |
| Tech(s): 5453 | | | | |
| 6007A34 | W | SERVICE ENGINE ASSEMBLY - FR (FORD REMANUFACTURED ENGINE)/OEM LONG BLOCK - REPLACE (6007/6006) - L | 3.30 | 437.58 |
| Tech(s): 5453 | | | | |

Pts: 5,043.55 Lbr: 1,896.18 Other: 0.00 Total Line D: 6,939.73

Story: 43148 verified concern low oil pressure message displays and oil light is on checked oil not low. checked tsb ssm found ssm 49200 related to customer concern removed front timing cover found the oil pump belt tensioner to be broken. Teardown and inspect found top of engine not oiling starved turbo. Found debris in oil and throughout engine. Replace engine and turbocharger. Road test to verify repairs ok at this time.

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

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

!R!PSRC100;EXIT;!R!MTYP99;EXIT;!R!spsz6;stm0;exit;

# Repair Order Detail - Internal Copy

[redacted]

A TOWED IN CUSTOMER STATES ALL WARNING LIGHTS CAME. CHECK AND ADVISE

| | | | | |
|---|---|---|---|---|
| M | WE | TIME REQUIRED | 0.00 | 0.00 |
| Tech(s): 5453 | | | | |
| BM5Z*6C315*A | | 1 SENSOR - CRANKSHAFT POSITION - | | 53.17 |
| SUBL | C | BYPASS TOWING INV 18890 PO 926811 | | 71.50 |
| SUBL | C | ENTERPRISE INV 23BRQL PO 927339 16 DAYS RENTAL | | 665.06 |

Pts: 53.17 Lbr: 0.00 Other: 736.56 Total Line A: 789.73

B OPERATION 99P COMPLETED ATW QUALITY CARE REPORT CARD

| | | | | |
|---|---|---|---|---|
| 99P | C | OPERATION 99P COMPLETED ATW QUALITY CARE REPORT CARD | 0.00 | 0.00 |
| Tech(s): 5453 | | | | |

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

| Customer Pay | |
|---|---|
| Labor | 0.00 |
| Parts | 0.00 |
| Lube | 0.00 |
| Sublet | 736.56 |
| Miscellaneous/Shop Charge | 0.00 |
| Deductible | 0.00 |
| Total Charges | 736.56 |
| Less Insurance/Adjustment | 0.00 |
| Sales Tax | 49.72 |
| Total | 786.28 |

!R!PSRC100;EXIT;!R!MTYP99;EXIT;!R!spsz6;stm0;exit;

# Repair Order Detail - Internal Copy

[redacted]

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

A CUSTOMER STATES CHECK ENGINE LIGHT IS ON. CHECK AND ADVISE

| | | | | |
|---|---|---|---|---|
| M | C | TIME REQUIRED | 0.00 | 0.00 |
| Tech(s): | | | | |
| GN1Z*9C047*D | | 1 TUBE - FUEL FEED | | 61.52 |

Pts: 61.52 Lbr: 0.00 Other: 0.00 Total Line A: 61.52

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

B OPERATION 99P COMPLETED ATW QUALITY CARE REPORT CARD

| | | | | |
|---|---|---|---|---|
| 99P | C | OPERATION 99P COMPLETED ATW QUALITY CARE REPORT CARD | 0.00 | 0.00 |
| Tech(s): | | | | |

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

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

| Customer Pay | |
|---|---|
| Labor | 0.00 |
| Parts | 61.52 |
| Lube | 0.00 |
| Sublet | 0.00 |
| Miscellaneous/Shop Charge | 0.00 |
| Deductible | 0.00 |
| Total Charges | 61.52 |
| Less Insurance/Adjustment | 0.00 |
| Sales Tax | 4.15 |
| Total | 65.67 |
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~



# ROMANO STANCROFF PC

The Lemon Law Attorneys

MARK P. ROMANO
STEVEN G. STANCROFF
KARL P. HEIL
GARY L. HERMANSON
ALIAKSANDRA VALITSKAYA
MARIE BLATY BARNES

801 West Ann Arbor Trail, Suite 232
Plymouth, MI 48170
Phone/Fax/Text (734) 207-3377
teri@thelemonlawattorneys.com

April 27, 2023

Ford Motor Company – FCSD Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individuals regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of Maiah Lesher and Michael Schneider's claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our clients have experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my clients' position that Ford Motor Company's inability to repair this vehicle is a violation of the Michigan Lemon Law and Magnuson-Moss Warranty Act. As such, our clients respectfully request that Ford Motor Company **comply with the above statutes and pay all attorney fees and costs.**

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

Romano Stancroff PC

[redacted]

Steven Stancroff



PE23-015 001048 LC SV

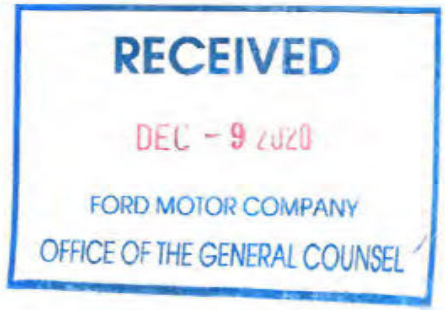
Mike K. Kim
Law Office of Mike K. Kim
55 E. Monroe St., Suite 3800
Chicago, IL 60603

CAROL STREAM
IL 601
PM 6 L




DEC 03 2020

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




48121-624848



# LAW OFFICE OF MIKE K. KIM

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

November 27, 2020

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

[redacted]

To Whom It May Concern:

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

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

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

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

Very truly yours,
LAW OFFICE OF MIKE K. KIM

[redacted]

MKK/

# Repair Order Detail - Customer Copy

[redacted]

A CUSTOMER IS FROM OUTTA TOWN, VEHICLE CRANKS BUT DOESNT START CHECK AND ADV

MISC WF94 N/C

Tech(s): 3116

| | | | |
|---|---|---|---|
| HA6Z*12A650*F | 1 | MODULE - ENGINE CONTROL - EEC | N/C |
| SP*538*A | 3 | SPARK PLUG | N/C |
| G1FZ*6006*A | 1 | SERVICE ENGINE ASY | N/C |
| F1FZ*6379*A | 6 | BOLT - HEX.HEAD | N/C |
| *W715618*S437 | 4 | NUT | N/C |
| *W718475*S439 | 4 | BOLT AND WASHER ASY - HEX.HEAD | N/C |
| CM5Z*9439*A | 3 | GASKET - INTAKE MANIFOLD | N/C |
| CM5Z*6K679*B | 1 | PIPE - OIL FEED | N/C |
| *W715309*S300 | 8 | STUD | N/C |
| *W716271*S437 | 8 | NUT | N/C |
| 4R8Z*6N652*A | 1 | GASKET | N/C |
| CM5Z*6L092*A | 1 | TUBE ASY - DRAIN | N/C |
| F1FZ*9N454*G | 1 | HEAT SHIELD | N/C |
| CM5Z*9450*A | 1 | GASKET | N/C |
| GN1Z*5A215*A | 1 | CLAMP - EXHAUST | N/C |
| *W715195*S437 | 6 | BOLT | N/C |
| BM5Z*2A572*A | 1 | GASKET - VACUUM PUMP | N/C |
| *W716038*S437 | 3 | STUD | N/C |
| CM5Z*9229*A | 1 | KIT - "O" RING | N/C |
| CM5Z*9J323*A | 1 | TUBE ASY | N/C |
| AA5Z*9E583*A | 1 | SEAL | N/C |
| *W500414*S442 | 2 | BOLT | N/C |
| VC*13DL*G | 2 | ANTI-FREEZE | N/C |
| *W715474*S437 | 14 | BOLT AND WASHER ASY - HEX.HEAD | N/C |
| *W715141*S442 | 1 | BOLT | N/C |
| XO*5W20*Q1SP | 5 | MOTORCRAFT SAE 5W-20 SN SNPLUS | N/C |
| G1FZ*6006*A | -1 | CORE RETURN | N/C |

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

Story: 55165 VERIFIED CUSTOMERS CONCERN. VEHICLE CRANKS BUT WILL NOT START. PERFORM SELF TEST AND FOUND NO DTCS. PERFORMED PPT A FOUND IN SECTION 3 OF PC/ED. PPT A1-YES A2-NO A3-YES A4-YES A5-YES A6-YES A7-YES A8-YES A9-YES A11-NO A12-YES INSTALL NEW PCM. CONTACTED HOTLINE TO VERIFY PCM REPLACEMENT. SEE REQUEST # 117486617. AFTER DISCUSSING WITH HOTLINE THE PCM WAS DEEMED FAULTY AND REQUIRES REPLACEMENT. REMOVED AND REPLACED PCM, AFTER REPLACING PCM VEHICLE

# Repair Order Detail - Customer Copy

[redacted]

STARTED WITH RED OIL LIGHT ON AND IMMEDIATELY DIED AND WILL NOT RESTART. AFTER HAVING CHECKED ALL NECESSARY COMPONENTS OUTLINED IN HOT LINE REQUEST 117486617, TIMING WAS SUSPECTED, INSPECT AND DETERMINE ENGINE CONDITION, AFTER REMOVING VALVE COVER WE FOUND THERE TO BE NO OIL IN THE HEAD. REMOVED OIL PAN AND FOUND THAT THE OIL PUMP TENSIONER FAILED, THE OIL PUMP IS SEIZED AND THE OIL PUMP BELT IS SHREDDED. TOOK PICTURES, PERFORMED COST CAP FOR LONG BLOCK REPLACEMENT. COST CAP TOOL STATED TO REPLACE LONG BLOCK ASSEMBLY, PERFORMED PRIOR APPROVAL AND SENT ALL NECESSARY PICTURES SEE PRIOR APPROVAL CONTACT ID 117771361 WHICH DETERMINES THAT A LONG BLOCK ASSEMBLY IS REQUIRED. TRIED TO GET NEW TURBO REQUESTED AT THIS TIME BUT WAS TOLD LONG BLOCK ONLY. REMOVED AND REPLACED LONG BLOCK ASSEMBLY REPLACING ALL REQUIRED PARTS OUTLINED IN THE WSM AND VERIFIED CUSTOMERS CONCERN HAS BEEN RECTIFIED. PCM RVC CODE RP5A91VHWR7WU. 2.8 HRS M-TIME TO SERVICE ENGINE ASSEMBLY-LONG BLOCK, 3.6 HRS M-TIME TO REMOVE OIL PAN AND VALVE COVER AND INSPECT AND PICTURES WERE TAKEN.

B Moved to: 354511C Line: A

| | | | | |
|---|---|---|---|---|
| ISPLT | ISPL | Moved to: 354511C Line: A | | N/C |

Tech(s): 99

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

C** C/S: TURBO MAKING SOUNDS

| | | | | |
|---|---|---|---|---|
| 5 | WF94 | N | | N/C |

Tech(s): 3116

| | | | |
|---|---|---|---|
| *W500224*S437 | 2 | BOLT | N/C |
| *W500015*S437 | 1 | SCREW | N/C |
| CM5Z*00812*F | 4 | BOLT | N/C |
| CM5Z*00812*E | 10 | BOLT | N/C |
| CM5Z*00812*H | 2 | BOLT - SPECIAL | N/C |
| CM5Z*6700*B | 1 | SEAL ASY - CRANKSHAFT OIL - FR | N/C |
| CM5Z*6C683*A | 1 | FILTER ASY | N/C |
| *W715474*S437 | 4 | BOLT AND WASHER ASY - HEX.HEAD | N/C |
| CM5Z*9450*A | 1 | GASKET | N/C |
| *W715309*S300 | 8 | STUD | N/C |
| *W716271*S437 | 8 | NUT | N/C |
| F1FZ*9N454*G | 1 | HEAT SHIELD | N/C |
| 4R8Z*6N652*A | 1 | GASKET | N/C |

# Repair Order Detail - Customer Copy

[redacted]

| | | | |
|---|---|---|---|
| CM5Z*6K679*B | 1 | PIPE - OIL FEED | N/C |
| CM5Z*6L092*A | 1 | TUBE ASY - DRAIN | N/C |
| CM5Z*6K682*L | 1 | TURBOCHARGER ASY | N/C |
| CM5Z*9J323*A | 1 | TUBE ASY | N/C |
| AA5Z*9E583*A | 1 | SEAL | N/C |
| *W500414*S442 | 2 | BOLT | N/C |
| *W715474*S437 | 12 | BOLT AND WASHER ASY - HEX.HEAD | N/C |
| CM5Z*9229*A | 1 | KIT - "O" RING | N/C |
| ZC*30*A | 1 | REMOVER - SILICONE | N/C |
| TA*357* | 1 | SEALANT - SILICONE | N/C |
| ZC*31*B | 1 | CLEANER - METAL SURFACE | N/C |
| PM*4*A | 1 | BRAKE CLEANER | N/C |
| ZC*20* | 1 | SHAMPOO - ENGINE | N/C |
| CM5Z*6K682*L | -1 | CORE RETURN | N/C |
| TA*30* | 1 | SEALANT - SILICONE | N/C |
| TA*16* | 1 | ADHESIVE | N/C |

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

Story: 55165 VERIFIED CONCERN. TURBO IS MAKING A SCREECHING/ROARING NOISE, USING A STETHOSCOPE WE PINPOINTED NOISE TO BE COMING FROM THE TURBO CHARGER BEARINGS, DUE TO THE ENGINE OIL PUMP FAILING, SEE LINE A. REMOVED AND REPLACED TURBO CHARGER FOLLOWING ALL PROCEDURES AND REPLACING ALL REQUIRED PARTS INCLUDING THE TURBO OIL SUPPLY FILTER WHICH REQUIRES THE FRONT TIMING COVER REMOVAL FOUND IN WSM SECTION 303-04D. AFTER REPLACING THE TURBO CHARGER AND ALL REQUIRED PARTS, TEST DROVE VEHICLE AND VERIFIED NOISE IS NO LONGER PRESENT. ADD ON LINE. 7.9 HRS M-TIME TO REMOVE FRONT TIMING COVER, REPLACE TURBO FILTER AND REINSTALL TIMING COVER.

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



[redacted]

[redacted]

## Service of Process Transmittal Summary

**TO:** Chuck Morici
FORD MOTOR COMPANY
1 American Rd
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]

**DOCUMENT(S) SERVED:**

**COURT/AGENCY:**

**NATURE OF ACTION:**

**PROCESS SERVED ON:**

**DATE/METHOD OF SERVICE:**

**JURISDICTION SERVED:**

**APPEARANCE OR ANSWER DU**

**ATTORNEY(S)/SENDER(S):** Knight Law Group, LLP
10250 Constellation Blvd., Suite 2500
Los Angeles, CA 90067
310-552-2250

**ACTION ITEMS:** CT has retained the current log, Retain Date: 12/29/2022, Expected Purge Date: 01/03/2023

Image SOP

**REGISTERED AGENT CONTACT:** C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

[redacted]

[redacted]

disclaims all liability for the information contained in this form, including for any omi
contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Wed, Dec 28, 2022
**Server Name:** Jim Sands

| | |
|---|---|
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |

| | | |
|---|---|---|
| [redacted] | | |
| | | |



[redacted]

**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):*
B. F. Sisk Courthouse
1130 O Street
Fresno, CA 93721

CASE NUMBER: [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):*
Knight Law Group, LLP
10250 Constellation Blvd, Suite 2500, Los Angeles, CA 90067
(310) 552-2250

DATE: 12/23/2022 *(Fecha)* Clerk, by *(Secretario)* A. Ramos , Deputy *(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, a Delaware Corporation
   under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date):*



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
American LegalNet, Inc.

PE23-015.001057/LC SV

**KNIGHT LAW GROUP, LLP**
Roger Kirnos (SBN 283163)
rogerk@knightlaw.com
Maite C. Colon (SBN 322284)
maitec@knightlaw.com
10250 Constellation Blvd., Suite 2500
Los Angeles, CA 90067
Telephone: (310) 552-2250
Fax: (310) 552-7973

Attorneys for Plaintiff,
[redacted]

E-FILED
12/23/2022 9:03 AM
Superior Court of California
County of Fresno
By: A. Ramos, Deputy

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF FRESNO**

[redacted]

Plaintiff,

vs.

**CENTRAL FORD AUTOMOTIVE, INC., a California Corporation dba CENTRAL FORD; FORD MOTOR COMPANY, a Delaware Corporation; and DOES 1 through 10, inclusive,**

Defendants,

Case No.: [redacted]

Unlimited Jurisdiction

**COMPLAINT**

1. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF EXPRESS WARRANTY**
2. **VIOLATION OF THE SONG-BEVERLY ACT SECTION 1793.2**
3. **NEGLIGIENT REPAIR**

*Assigned for All Purposes to the Honorable*

Department

[redacted]



PE23-015 001058 LC SV

Plaintiff, [redacted] leges as follows against Defendants, CENTRAL FORD AUTOMOTIVE, INC., a California Corporation dba CENTRAL FORD; FORD MOTOR COMPANY, a Delaware Corporation, ("FORD"); and DOES 1 through 10 inclusive; on information and belief, formed after an inquiry reasonable under the circumstances:

**DEMAND FOR JURY TRIAL**

1. Plaintiff, [redacted] hereby demands trial by jury in this action.

**GENERAL ALLEGATIONS**

2. Plaintiff, [redacted] is an individual residing in the City of Fresno, County of Fresno, and State of California.

3. Defendant FORD is and was a Delaware Corporation registered to do business in the State of California with its registered office in the City of Los Angeles, County of Los Angeles, and State of California.

4. Defendant CENTRAL FORD AUTOMOTIVE, INC., is and at all relevant times was a California Corporation registered to do business in the State of California with its principal place of business in the City of SOUTH GATE, County of LOS ANGELES, and State of California.

5. These causes of action arise out of the warranty obligations of FORD in connection with a motor vehicle for which FORD issued a written warranty.

6. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences and transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendant, together with appropriate charging allegations, when ascertained.

7. All acts of corporate employees as alleged were authorized or ratified by an officer, director, or managing agent of the corporate employer.

8. The warranty contract is attached and incorporated by its reference as Exhibit 1.

9. Plaintiff hereby revokes acceptance of the Subject Vehicle.

10. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

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

12. Defendant FORD is a "manufacturer" and/or "distributor" under the Act.

13. Plaintiff hereby demands trial by jury in this action.

**FIRST CAUSE OF ACTION**

**Violation of the Song-Beverly Act – Breach of Express Warranty**

**(Against Defendant FORD and Does 1 through 10)**

14. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

15. On November 5, 2020, Plaintiff entered into a warranty contract with FORD regarding a 2018 Ford Ecosport, VIN: [redacted] ("the Subject Vehicle"). The terms of the express warranty are described in full in Exhibit 1.

16. Defects and nonconformities to warranty manifested themselves within the applicable express warranty period, including but not limited to engine.

17. The nonconformities substantially impair the use, value and/or safety of the Subject Vehicle.

18. Plaintiff delivered the Subject Vehicle to an authorized FORD repair facility for repair of the nonconformities.

19. Defendant was unable to conform the Subject Vehicle to the applicable express warranty after a reasonable number of repair attempts.

20. Under the Song-Beverly Act, Defendant had an affirmative duty to promptly offer to repurchase or replace the Subject Vehicle at the time if failed to conform the Subject Vehicle to the terms of the express warranty after a reasonable number of repair attempts.

21. Defendant FORD has failed to either promptly replace the Subject Vehicle or to promptly make restitution in accordance with the Song-Beverly Act.

22. By failure of Defendant to conform the Subject Vehicle to the express warranty, or to

promptly issue restitution pursuant to the Song Beverly Act, Defendant is in violation of the Song Beverly Act.

23. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle less that amount directly attributable to use by the Plaintiff prior to the first presentation to an authorized repair facility for a nonconformity.

24. Plaintiff is entitled to all incidental, consequential, and general damages resulting from Defendant's failure to comply with its obligations under the Song-Beverly Act.

25. Plaintiff is entitled under the Song-Beverly 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.

26. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages for FORD's willful failure to comply with its responsibilities under the Act.

## SECOND CAUSE OF ACTION

### Violation of the Song-Beverly Act Section 1793.2

### (Against Defendant FORD and Does 1 through 10)

27. Plaintiffs incorporate herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

28. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells consumer goods in California, for which it has made an express warranty, shall maintain service and repair facilities or designate and authorize independent service and repair facilities to carry out the terms of those warranties.

29. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of goods is necessary because they do not conform with the applicable express warranties, service and repair shall be commenced within a reasonable time by the manufacturer or its representative.

30. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced or repaired so as to conform to the applicable warranties within 30 days. The terms of the express warranty are attached hereto as Exhibit 1.

31. The defects in the Subject Vehicle impaired the safety of the Subject Vehicle.

32. On at least one occasion, Plaintiff delivered the Subject Vehicle to FORD's authorized repair facility, **CENTRAL FORD**, at which point **CENTRAL FORD** was not able to conform the Subject Vehicle to the terms of the express warranty within thirty (30) days.

33. Plaintiff is entitled to justifiably revoke acceptance of the subject vehicle under Civil Code, section 1794, *et seq.*

34. Plaintiff hereby revokes acceptance of the subject vehicle.

35. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, *et seq.*

36. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794, *et seq.* and Commercial Code, section 2711.

37. Plaintiff is entitled to recover any "cover" damages under Commercial Code sections 2711, 2712, and Civil Code, section 1794, *et seq.*

38. Plaintiff is entitled to recover all incidental and consequential damages pursuant to 1794 *et seq.,* and Commercial Code sections, 2711, 2712, and 2713 *et seq.*

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

## THIRD CAUSE OF ACTION

### Negligent Repair

### (Against Defendant CENTRAL FORD and Does 1 through 10)

40. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

41. Plaintiff delivered the Subject Vehicle to Defendant CENTRAL FORD for repair of on numerous occasions.

42. Defendant CENTRAL FORD owed a duty to Plaintiff to use ordinary care and skill in storage, preparation and repair of the Subject Vehicle in accordance with industry standards.

43. Defendant CENTRAL FORD breached its duty to Plaintiff to use ordinary care and skill by failing to properly store, prepare and repair of the Subject Vehicle in accordance with industry standards.

44. Defendant CENTRAL FORD's negligent breach of its duties owed to Plaintiff was a proximate cause of Plaintiff's damages.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. For general, special and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiff's actual damages;
6. For prejudgment interest at the legal rate;
7. For revocation of acceptance of the Subject Vehicle;
8. For reasonable attorney's fees and costs of suit; and
9. For such other and further relief as the Court deems just and proper under the circumstances.

Dated: December 23, 2022

**KNIGHT LAW GROUP, LLP**

[redacted]

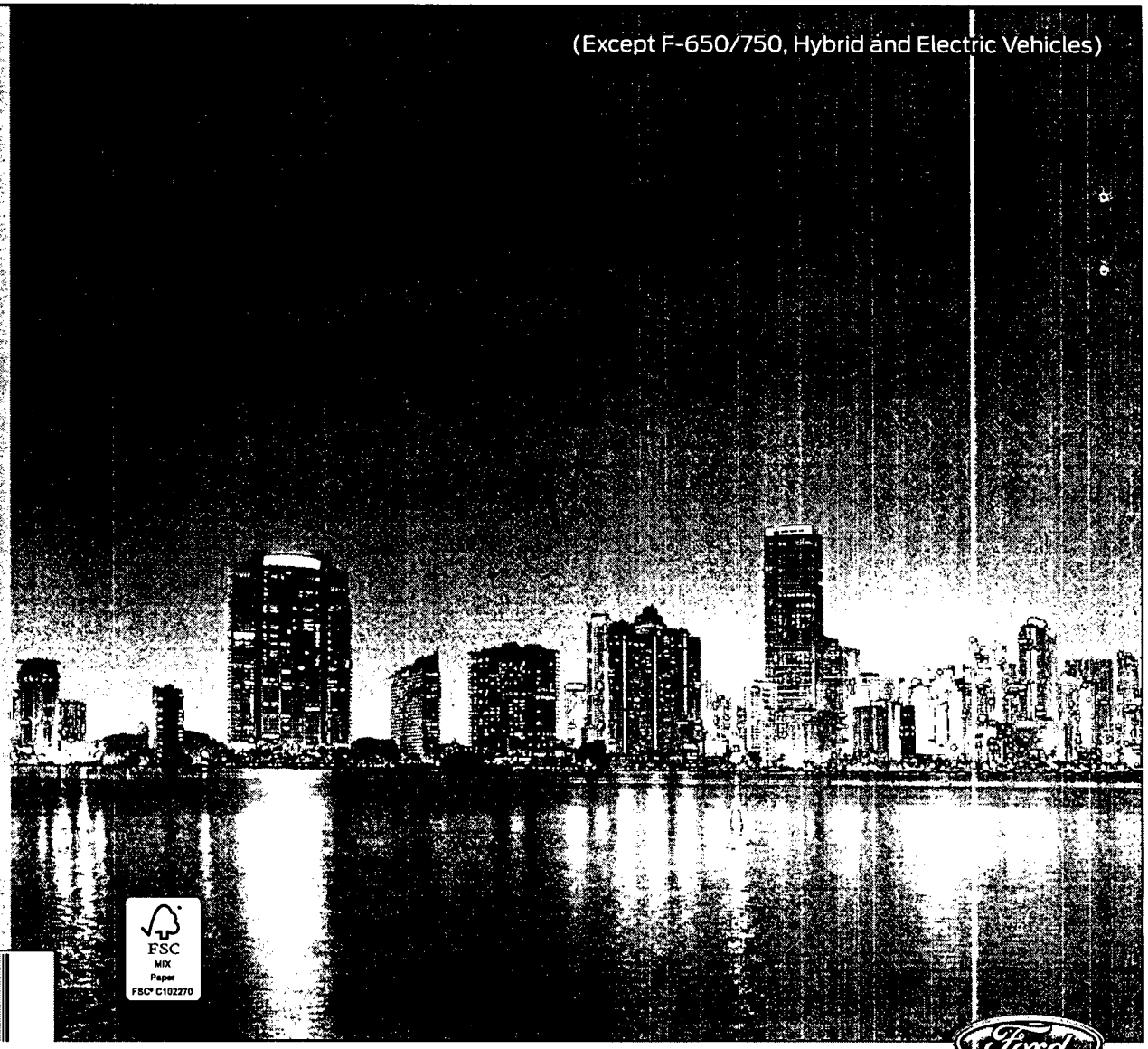
ROGER KIRNOS (SBN 283163)
MAITE C. COLON (SBN 322284)
Attorneys for Plaintiff,
[redacted]

Plaintiff, [redacted] hereby demands trial by jury in this action.

# Exhibit 1

2018 Model Year **Ford Warranty Guide**

(Except F-650/750, Hybrid and Electric Vehicles)



owner.ford.com

ford.ca

August 2017
Third Printing
Warranty Guide
Litho in U.S.A.

FSC MIX Paper FSC® C102270

JW7J 19T201 DA

Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.

2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.

3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

| **In the United States:** | **In Canada:** |
|---|---|
| Ford Motor Company<br>Customer Relationship Center<br>P.O. Box 6248<br>Dearborn, MI 48121<br>1-800-392-3673 (FORD)<br>(TDD for the hearing impaired:<br>1-800-232-5952)<br>www.owner.ford.com | Customer Relationship Centre<br>Ford Motor Company<br>of Canada, Limited<br>P.O. Box 2000<br>Oakville, Ontario L6J 5E4<br>1-800-565-3673 (FORD)<br>www.ford.ca |
| **In Asia-Pacific Region, Sub-Saharan Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel:** | **In Puerto Rico:** |
| Ford Motor Company<br>Ford Export Operations<br>Attention: Customer Relations<br>1555 Fairlane Drive<br>Fairlane Business Park #3<br>Allen Park, MI 48101<br>Telephone: (313) 594-4857<br>For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number:<br>(800) 841-FORD (3673)<br>Fax: (313) 390-0804<br>E-mail: expcac@ford.com | Ford International<br>Business Development, Inc.<br>P.O. Box 11957<br>Caparra Heights Station<br>San Juan, PR 00922-1957<br>Telephone: (800) 841-FORD (3673)<br>Fax: (313) 390-0804<br>E-mail: prcac@ford.com<br>www.ford.com.pr |
| **In Middle East:** | |
| Ford Middle East<br>Customer Relationship Center<br>P.O. Box 21470<br>Dubai, United Arab Emirates<br>Telephone: 971-4-3326084<br>Toll-free Number for the Kingdom of Saudi Arabia:<br>800 8971409<br>Local Telephone Number for Kuwait:<br>24810575<br>Fax: 971-4-3327299<br>E-mail: menacac@ford.com<br>www.me.ford.com | |

# Table of Contents


| | | |
|---|---|---|
| 1. | INTRODUCTION | 1 |
| 2. | IMPORTANT INFORMATION YOU SHOULD KNOW | 2 |
| | If You Need Customer Assistance | 2 |
| | Know When Your Warranty Begins | 2 |
| | Check Your Vehicle | 2 |
| | Maintain Your Vehicle Properly | 2 |
| | Who Pays For Warranty Repairs? | 3 |
| | Do Warranties Apply In Other Countries? | 4 |
| 3. | THE NEW VEHICLE LIMITED WARRANTY FOR YOUR 2018-MODEL VEHICLE | 5 |
| | Limitations And Disclaimers | 5 |
| | What Is Covered? | 8 |
| | What Is Not Covered? | 12 |
| 4. | IN ADDITION ... | 16 |
| | Roadside Service Assistance (United States, Puerto Rico, And U.S. Virgin Islands) | 16 |
| 5. | FEDERAL REQUIREMENTS FOR EMISSIONS WARRANTIES | 17 |
| | What Is Covered? | 20 |
| | What Is Not Covered? | 21 |
| 6. | CALIFORNIA REQUIREMENTS FOR EMISSIONS WARRANTIES | 22 |
| | What Is Covered? | 26 |
| | What Is Not Covered? | 29 |

7. ADDITIONAL INFORMATION ABOUT YOUR EMISSIONS WARRANTY COVERAGE, UNDER FEDERAL AND CALIFORNIA REQUIREMENTS 30

8. NOISE EMISSIONS WARRANTY 32

9. FORD PROTECT EXTENDED SERVICE PLAN 33

10. BETTER BUSINESS BUREAU (BBB) AUTO LINE PROGRAM 34

11. STATE WARRANTY ENFORCEMENT LAWS 35

12. IMPORTANT INFORMATION ABOUT AMBULANCE CONVERSIONS 36

# 1. Introduction

**Ford Motor Company** and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

This booklet explains in detail the warranty coverages that apply to your 2018-model car or light truck. If you bought a previously owned 2018-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 17-32).

# 2. Important information you should know

## IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 34 or call 1-800-955-5100.

## KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

## CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

## MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner's Manual** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Owner's Manual will invalidate warranty coverage on

parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Owner's Manual**.

Your Ford or Lincoln dealership, or Ford or Lincoln Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

## WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

## DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

# 3. The New Vehicle Limited Warranty for your 2018-model vehicle

**LIMITATIONS AND DISCLAIMERS**

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants, or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer, before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

These implied warranties do not apply at all if you use your vehicle for business or commercial purposes. In addition, the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

**NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 17-31.**

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. §2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law". If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 34 of this booklet.

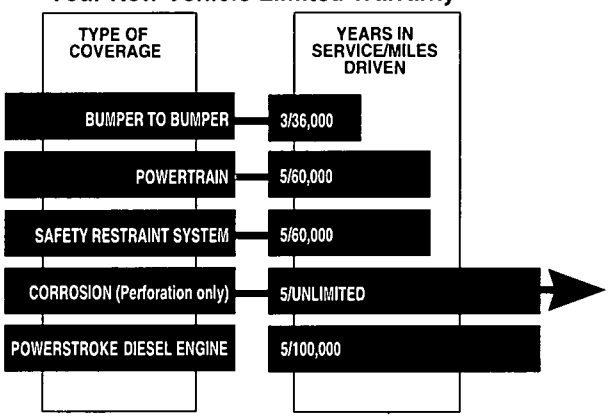
## QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

**Your New Vehicle Limited Warranty**




The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:


➡ **What is Covered?** (pages 8-12)

➡ **What is Not Covered?** (pages 12-15)


## WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

| MILES DRIVEN | PERCENT OF PARTS COVERED BY FORD |
|---|---|
| 1-12,000 | 100% |
| 12,001-24,000 | 60% |
| 24,001-36,000 | 30% |

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 15 for details of what is not covered.

**Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,**

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine:** all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

**Transmission:** all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, front bearings, seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, rear bearings, center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints.
**Four-Wheel/All-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the PowerStroke Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator or frame mounted fuel filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator,

powertrain control module, high pressure fuel injection pump assembly, injectors, injection pressure sensor, fuel rail pressure sensor, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

**NOTE:** Some components may also be covered by the Emissions Warranties. For more information, see pages 17-31.

If you own or lease a 2018-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida and New York.

## WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

### Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

### Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)

- the installation or use of a non-Ford Motor Company part or software (other than a certified emissions part or software) or any part or software (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips".

  Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider. For Ford Motor Company software see End User License Agreement found in the Owner Manual.

### Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (which ever occurs first), even though caused by use and/or exposure to the elements.

### Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- wiper blades*
- wheel alignments and tire balancing*
- brake pad/lining*

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.
- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

### SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs of certain damage or loss, such as:

- Loss of personal recording media, software or data
- Loss, change, or discontinuation of functionality because of:
  - system updates to Ford Motor Company software or lack of compatibility with non-Ford Motor Company electronic devices
  - non-Ford Motor Company software, or
  - obsolescence of vehicle software or hardware
  - lack of network coverage or availability
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots

- installation of unauthorized software, peripherals and attachments
- unauthorized, unapproved and/or incompatible repairs, upgrades and modification
- the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

### Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

### Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 36)
- Aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.

## 4. In addition...

### ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles of the disablement
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurrences in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- Jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winch out services: includes pulling a vehicle within 100 feet of a paved or county maintained road. No recoveries.

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by another Ford warranty, Ford will provide a refund for the tow charge under the other warranty, through the dealership.

**For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.**

Ford Rent-A-Car (FRAC) and Dealer Daily Rental (DDR) vehicles that must be towed because a covered repair failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

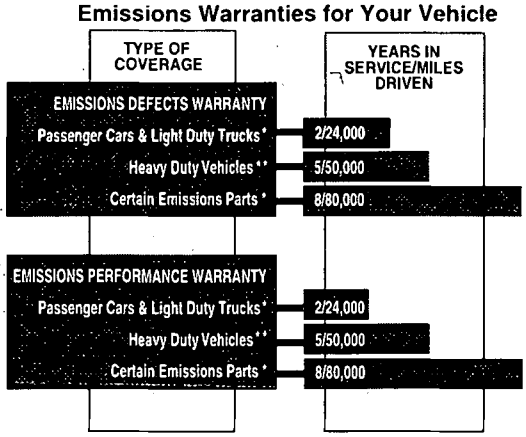
# 5. Federal requirements for emissions warranties

## QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

**Emissions Warranties for Your Vehicle**




* Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)
** Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 19,500 pounds gross vehicle weight rating (GVWR). Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:


- ➡ **Emissions Defect Warranty** (page 18)
- ➡ **Emissions Performance Warranty** (page 19)
- ➡ **What is Covered?** (pages 20-21)
- ➡ **What is Not Covered?** (page 21)

## EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. A list of emission-related parts can be found in **What is Covered?** on pages 20-21.

The warranty coverage period for:

- The emissions defects warranty coverage period for passenger cars and light duty trucks (applies to vehicles up to 8,500 pound GVWR) is as follows:
  — 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the Battery Energy Control Module (BECM).
  — 2 years or 24,000 miles (whichever occurs first) for all other covered parts. (Note: Ford's 3-year, 36,000-mile bumper-to-bumper coverage, as described above, surpasses this mandatory federal coverage.)
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  — The emissions warranty coverage period for heavy duty vehicles (HDVs) is 5 years or 50,000 miles (whichever comes first) for all parts covered by your emissions warranty.

  • **Only for HDVs not designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** The 5 year/50,000 mile warranty includes coverage of components whose failure would increase the vehicle's emissions of air conditioning refrigerants.

  • **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with emission standards are covered for 2 years or 24,000 miles, whichever comes first.

## EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner's Manual** and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars and light duty trucks (applies to vehicles up to 8,500 pounds GVWR) is as follows:
  — 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emissions control unit, and onboard emissions diagnostic devices.
  — 2 years or 24,000 miles (whichever occurs first) for all other covered parts .
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  — 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See **WHAT IS COVERED?** below for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

## WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV system and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

### Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by the emissions performance warranty. For questions about emission-related parts, contact your dealer.

### WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

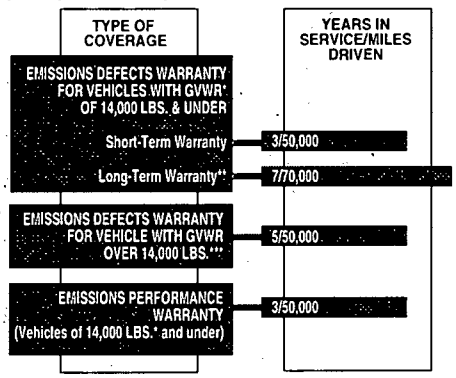
**U.S. Environmental Protection Agency**
**Office of Transportation and Air Quality**
**Compliance Division, Light-Duty Vehicle Group**
**Attn: Warranty Complaints**
**2000 Traverwood Drive**
**Ann Arbor, MI 48105**
**Email: complianceinfo@epa.gov**

# 6. California requirements for emissions warranties

## QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 17).

**Emissions Warranties for California Certified Vehicles**




* Gross Vehicle Weight Rating
** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up to 14,000 GVWR).
*** Diesel engine vehicles over 14,000 pounds GVWR are covered for 5 years or 100,000 miles.

### Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state[1] that has adopted and is enforcing California emission warranty regulations applicable for your vehicle at the time of repair, and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

[1] Subject to change, the following states have adopted and are enforcing California emission warranty regulations:

- **Passenger Car & Light-duty Trucks** (up to 8,500 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington
- **Medium-Duty Passenger Vehicles** (up to 10,000 pounds GVWR designed primarily for the transportation of persons. Excludes incomplete trucks, trucks with a seating capacity either over twelve persons total or over nine persons rearward of the driver's seat, or trucks with an open cargo area of at least six feet of interior length): California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, Vermont and Washington
- **Medium-Duty Vehicles** (over 8,500 pounds GVWR up to 14,000 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, and Vermont.
- **Light Heavy-Duty Diesel Engine Vehicles** (over 14,000 pounds GVWR up to 19,500 pounds GVWR) - California, Maine and Pennsylvania.

For full details about coverage under California requirements for emissions control, see:

➡ **Defects Warranties** (pages 24-30)
➡ **Performance Warranty** (pages 24-25)
➡ **What Is Covered?** (pages 26-29)
➡ **What Is Not Covered?** (page 29)

## EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

### Your Warranty Rights and Obligations

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2018-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 24-25, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

### Manufacturer's Warranty Coverage

For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on pages 27 and 29 with coverage for 7 years or 70,000 miles is defective or if its failure causes your vehicle to fail a Smog Check inspection, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system DEFECTS WARRANTY.

### Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

**State of California Air Resources Board**
**Mobile Source Operations Division**
**P.O. Box 8001**
**El Monte, California 91731-2990**

## WHAT IS COVERED?

If the parts on the following list contains a defect that affects emissions, they are covered by the Defects Warranties.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

## COVERAGE FOR 2018 MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS) UNDER LONG TERM DEFECTS WARRANTY
**(Coverage for up to 7 years/70,000 miles, whichever first occurs)**

| Part Name | 1.0L Fiesta | 1.0L Focus | 1.0L Ecosport | 1.5 Fusion | 1.5L Escape | 1.6L Fiesta | 2.0L Fusion | 2.0L Focus | 2.0L Ecosport | 2.0L Escape | 2.0L Edge | 2.3L Focus | 2.3L Mustang | 2.5L Fusion | 2.5L Escape | 2.5L Transit Connect | 2.7L Fusion | 2.7L Edge | 2.7L F-150 | 3.0L F-150 Diesel | 3.2L Transit Diesel | 3.3L F-150 | 3.5L Edge | 3.5L Flex | 3.5L Expedition | 3.5L F-150 | 3.5L Transit | 3.7L Transit | 5.0L Mustang | 5.0L F-150 | 5.2L Mustang | 6.2L Econoline | 6.8L Econoline | 6.8L Strip Chassis |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Catalytic Converter | X | | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| DEF Tank | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| Reductant Pump Assembly | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| Catalyst and Particulate Filter Assembly | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| Cylinder Head Temperature Sensor | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | | | | |
| Tube Air Cooler Inlet/Outlet | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | | | | |
| Cam Timing Assembly | X | X | X | X | X | X | X | X | X | X | X | X | X | | X | X | X | X | | | | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Engine Variable Timing Assembly | | | | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | | | |
| Engine Variable Camshaft Timing Solenoid | | | | | | | | | | | | | | | | | | | | | | | | X | | X | | | | | | | | |
| Crankshaft Position Sensor (CKP) | | | | | | | | | | | | | | | | | | | | | | | | X | | | X | | | X | | | | |
| Variable Camshaft Timing Assembly | X | X | X | | | X | X | X | X | X | X | X | X | X | X | X | X | X | | | | X | X | X | X | X | | X | X | X | X | | | |
| PCV Valve (Part of Rocker Cover Assembly) | | | | | | | | | | | | | | | | | X | X | X | | | | | X | X | | | | | | | X | | |
| Charge Air Cooler Duct | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | | | | |
| Turbocharger | X | X | X | X | X | X | X | X(3) | X | X | X | X | X | | | | X | X | X | X | X | | | X | X | X | X | | | | | | | |
| Charge Air Cooler | | | X | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | | | |
| Valve Body | | | | | | | | | | | | | | | | | | | | | | X | | | | | | | X | X | | | | |
| Transmission Control Module Assembly | | | | | | X | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Transmission Solenoid Assembly | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | X | X | X |
| Fuel Tank | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | | | X | X | X | | X | X | X | X | X | X | X | X | X |
| Fuel Tank Filler Kit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | X | X | |
| EVAP Fuel Vapor Return Tube | | | | | | | | | | | | | | | | | | X | | | | | | X | | | | | | | | | | |
| Fuel Supply Manifold Assembly | | | | | | | X | | | X | X | | X | | | | | X | X | X | X | X | | X | | X | X | | | | | | | |
| Sensor to Rail Fuel Line | | | | | | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | |
| Fuel Delivery Module | | | X | | | | | | X | | | X | | | | | | | | | | | | X | | | | | | | | X | X | X |
| Fuel Pump to Fuel Rail Tube | | | | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | | | |
| Fuel Tube | | | | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | | | X |
| Fuel Pump Assembly | | | | | | | | X | | | | X | | | | | | | | | | | | X | | | | | | | | | | |
| Turbocharger Control Solenoid | | | | | X | X | | | | X | | | | | | | | | | | | | | X | X | | X | | | | | | | |
| Intake Manifold | | | | | | | | | | | | | X | | | | | | X | X | X | | | X | | | | | X | X | X | X | X | |
| Exhaust Manifold | X | | | | | X | | | | | | | X | | | X | | | | X | X | X | | X | | X | X | | X | X | X | X | | X |
| Resonator Assembly | | | | | | X | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Intake Manifold Gasket | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | X | |
| Exhaust Manifold Gasket | | | | X | | X | | | | | | | | | | | X | X | X | X | X | X | | X | | X | X | | X | X | X | | | |
| EGR out pipe gasket | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |

## COVERAGE FOR 2018 MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS) UNDER LONG TERM DEFECTS WARRANTY
**(Coverage for up to 7 years/70,000 miles, whichever first occurs)**

| Part Name | 1.0L Fiesta | 1.0L Focus | 1.0L Ecosport | 1.5 Fusion | 1.5L Escape | 1.6L Fiesta | 2.0L Fusion | 2.0L Focus | 2.0L Ecosport | 2.0L Escape | 2.0L Edge | 2.3L Focus | 2.3L Mustang | 2.5L Fusion | 2.5L Escape | 2.5L Transit Connect | 2.7L Fusion | 2.7L Edge | 2.7L F-150 | 3.0L F-150 Diesel | 3.2L Transit Diesel | 3.3L F-150 | 3.5L Edge | 3.5L Flex | 3.5L Expedition | 3.5L F-150 | 3.5L Transit | 3.7L Transit | 5.0L Mustang | 5.0L F-150 | 5.2L Mustang | 6.2L Econoline | 6.8L Econoline | 6.8L Strip Chassis |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| EGR Cooler Bypass Control Solenoid | X | | | | X | X | X | | | X | X | X | | | | | X | X | X | | | | | | | | | | | | | | |
| "EGR Valve, EGR System Module" | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| "EGR Valve Gasket, EGR inlet tube to joint" | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| Turbo Charger Actuator | | | | | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | | |
| Exhaust Adapter | | | | | | | | | | | | | | | | | | | | | | X | | | | X | X | | | | | | | |
| High Pressure Fuel Injector Pump | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| Fuel Injector Manifold Return Line | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | X |
| Fuel Injector | | | | | | | | | | | | | | | | | X | X | | | | | | X | | | | | | | | | | |
| Injection Pressure Sensor | | | | | | | | | | | | | X | | | | | | | | | X | | X | | X | | | X | | X | | | |
| Air Intake Throttle Body | X | | | | | X | | | | | | | | | | X | | | | | | | | | | | | | | | | X | X |
| Fuel Injector Wiring Harness | | | | | | | | | | | | | | | | | X | | | | | | | X | | | | | | | | | | |
| Instrument Cluster (1) | X | X | | X | | X | X | X | | | X | X | X | X | | X | X | X | X | X | | X | X | X | X | X | | | X | X | X | | | |
| Glow Plug | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| Powertrain Control Wiring Harness (2) | | X | X | X | | | X | X | X | | | X | | | | | X | | X | X | | X | | | X | | | | X | | X | X | X |
| Engine Control Sensor & Fuel Charge Wrng Assy (2) | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | | | | | | |
| Engine Electronic Control Coolant Sensor | | | | | | | | | | | | | | | | | X | X | X | | | | | | | | | | | | | | | |
| Powertrain Control Module (PCM)/ Engine Control Module (ECM) | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Engine Control Sensor Ext. Wire Assembly (2) | | | | | X | | | | | X | | | | | X | | | | | | | | | | | | | | | | | | | |
| Knock Sensor | | | | | | | | | | | | | | | | | X | X | X | | | | | | | | | | | | | | | |
| Main Body Wiring Harness (2) | X | | X | X | | X | X | | X | | X | | X | X | | | X | X | X | X | | X | X | X | X | X | | | X | X | X | | | |
| Dash Panel & Headlamp Junction Wiring Assembly (2) | | X | X | | X | | | X | X | X | | X | X | | X | | | | | | | | | | X | | | | X | | X | | | |
| Battery Cable (2) | | | | X | | | X | | | | | | | X | | | X | | | | | | | | | | | | | | | | | X |
| Wiring Assembly - Interior (2) | | | | | | | | | | | | | | | | | | | X | X | | X | | X | | X | | | | X | | | | |
| Roof Wiring Harness (2) | | | | | | | | | | | | | | | | X | | | | | | | | | | | | | | | | | | |
| Main Wiring Assembly (2) | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Rear Lamp Wiring Assembly (2) | | | | | | | | | | | | | | | | | | | X | X | | X | | | X | X | | | | X | | X | X | X |
| Fuel Sender Wiring Assembly (2) | | | | X | | | X | | | | X | | | X | | | X | X | X | X | X | X | X | | | X | X | X | | X | | X | X | |
| Jumper Harness (2) | | | | | | | | | | | | | | | | | | | | | X | | | | | | X | X | | | | | | |

(1) for Service Engine Soon/Malfunction Indicator Lamp (MIL) functionality concerns only
(2) for MIL illumination only
(3) for EcoBoost Engine only

### Important Information about List of Parts

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner's Manual**.

**NOTE**: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

## WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain a defect that affects emissions or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

## 7. Additional information about your emissions warranty coverage, under Federal and California requirements

### HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

### HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

## WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

Under the Federal and California emissions warranties, Ford will repair or replace covered parts if they are properly installed Ford parts or the equivalent, or non-Ford parts that have been certified by the U.S. EPA or the California Air Resources Board (CARB). Ford is not responsible for the cost or repairing or replacing non-Ford parts that are not equivalent to Ford parts or that have not been certified by EPA or CARB.

**The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or the equivalent, or EPA- or CARB-certified parts, without voiding your emissions warranty coverage for future repairs during the applicable warranty period.**

## PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner's Manual**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

## CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 34.

# 8. Noise emissions warranty

## NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

### THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

# 9. Ford Protect Extended Service Plan

## MORE PROTECTION FOR YOUR VEHICLE

You can get more protection for your new car or light truck by purchasing a Ford Protect Extended Service Plan (Ford Protect ESP). Ford Protect ESP service contracts are backed by Ford Motor Company or subsidiaries of Ford Motor Company (examples are but not limited to: Ford Motor Service Company or the American Road Insurance Company). Ford Protect plans provide up to 8 years and 150,000 miles of coverage.

They provide:

- benefits during the warranty period, depending on the plan you purchase can be: reimbursement for a rental vehicle, protecting against tire and wheel road hazard damage, coverage for certain maintenance and wear items, lost key replacement, other plans are available;
- protection against covered repair costs and continuing Roadside Service Assistance benefits after your Bumper to Bumper Warranty expires.

You may purchase Ford Protect ESP from any Ford Motor Company dealer or see our website at Ford-ESP.com. There are several Ford Protect ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving and vehicle ownership needs, including reimbursement for towing and rental.

When you purchase Ford Protect ESP, you receive peace-of-mind protection throughout the United States, Canada and Mexico, provided by a network of more than 4,600 Ford Motor Company dealers.

**NOTE:** Repairs performed outside the United States, Canada, Mexico, Guam or Puerto Rico, Virgin Islands, American Samoa, and District of Columbia are not eligible for Ford Protect ESP coverage.

This information is subject to change. Ask your dealer for complete details about Ford Protect ESP coverage.



PE23-015 001101 LC SV

## 10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibilty under Program Summary Guidelines.

**You can get more information by callng BBB AUTO LINE at 1-800-955-5100, or writing to:**

**BBB AUTO LINE**
**3033 Wilson Boulevard, Suite 600**
**Arlington, Virginia 22201**

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

**Note:** Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

## 11. State warranty enforcement laws

These state laws - sometimes called lemon laws - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

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

## 12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

**Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.**

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.

[redacted]

| | | | |
|---|---|---|---|
| ☒ Unlimited (Amount demanded exceeds $25,000) | ☐ Limited (Amount demanded is $25,000 or less) | ☐ Counter ☐ Joinder<br>Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) | JUDGE:<br>DEPT: |

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

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

**Auto Tort**
- ☐ 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)*: 3
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.)*

[redacted]

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

PE23-0015-0011-05-bbC SV

# 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

[redacted]

Plaintiff,

vs.

**CENTRAL FORD AUTOMOTIVE, INC., a California Corporation dba CENTRAL FORD; FORD MOTOR COMPANY, a Delaware Corporation; and DOES 1 through 10, inclusive,**

Defendant.

Unlimited Jurisdiction

**DEMAND FOR JURY TRIAL**

*Assigned for All Purposes to the Honorable*

Department

[redacted]

**DEMAND FOR JURY TRIAL**

Plaintiff, [redacted] hereby demands trial by jury in this action.

Dated: December 23, 2022

**KNIGHT LAW GROUP, LLP**

[redacted]

Roger Kirnos (SBN 283163)
Maite C. Colon (SBN 322284)
Attorneys for Plaintiff,

[redacted]



LEMBERG LAW

**Sergei Lemberg, Esq.**
**Managing Partner**
✆ +1.203.653.2250 x 5500
☎ +1.203.653.3424
✉ slemberg@lemberglaw.com

September 23, 2022

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2018 Ford EcoSport SE |
| **VIN #** | MAJ3P1TE3J[redacted] |
| **Record Owner** | [redacted] |
| **State of Purchase or Lease** | |

Dear Sir or Madam:

Lemberg Law, L.L.C. is writing on behalf of its above referenced client, [redacted] i.e. Record Owner, with regard to the above vehicle. **Please consider this your notice for an opportunity to correct the defects specified below.** We will file a lawsuit in this case unless it is settled. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Illinois consumers.

Since the purchase date and during the warranty period, this vehicle has been subject to repairs for over 3 months due to the engine failure and powertrain wrench light, the ending oil light coming on, and the "check engine" light came on, engine losing power and same powertrain wrench light continues to persist.

The nonconformities listed above substantially impair the vehicle's use, value, and safety to our client and constitute a breach of warranty. Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608 and 810 ILCS 5/2-608. Our client demands a full refund for the defective vehicle which includes the contract price, plus all sales tax, document fees, finance interest, satisfaction of all liens, the costs of any added optional equipment, any out-of-pocket repair expenses, the unexpended portion of any registration and plates, incidental and consequential damages, plus payment of all costs and attorney's fees.

Please be advised that under U.C.C. § 2-711(3) and 810 ILCS 5/2-711(3), our client has a security interest in the vehicle until the purchase price is returned, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be deemed wrongful and will subject you to liability for conversion and for wrongful repossession under 810 ILCS 5/9-503 and 9-507. If the seller or any creditor subject to the FTC Holder Rule has filed a financing statement covering the above vehicle, we demand, pursuant to 810 ILCS 5/9-404.5, that you file a termination statement within 10 days to terminate such security interest. Failure to do so subjects you to liability under 810 ILCS 5/9-404.5(1).

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

Sincerely,

*/s/ Sergei Lemberg*

Sergei Lemberg, Esq.
(*Admitted to Illinois Federal District Courts*)

[redacted]

RESET
I HEREBY CONFIRM THAT THE FINAL CHECK HAS BEEN PERFORMED
TECH INITIALS-

JOB NUMBER : 3 OPERATION 05FOZQ99PX OP. DESC. QL VEHICLE CHECKUP
SALE TYPE : C TECHNICIAN NO(S). 126220
COMPLAINT : CUSTOMER REQUESTS EXPRESS QUICK LAND VEHICLE CHECK UP.
CORRECTION : COMPLETED EXPRESS QUICK LANE VEHICLE CHECK UP.

JOB NUMBER : 4 OPERATION 00FOZGBATT OP. DESC. GREEN BATTERY
SALE TYPE : C TECHNICIAN NO(S). 126220
COMPLAINT : BATTERY WAS TESTED AND IS OK AT THIS TIME
SEE SERVICE ADVISOR FOR MULTI POINT INSPECTION DETAILS

JOB NUMBER : 5 OPERATION 00FOZGBK OP. DESC. GREEN BRAKE
SALE TYPE : C TECHNICIAN NO(S). 126220
COMPLAINT : CHECK BRAKE LINING MEASUREMENTS FOR WEAR
CAUSE : BRAKE LININGS WERE CHECKED AND ARE OK AT THIS TIME
BRAKE LININGS ARE OVER 5MM (DISC) OR OVER 2MM (DRUM)

JOB NUMBER : 6 OPERATION 00FOZGTIRE OP. DESC. GREEN TIRE
SALE TYPE : C TECHNICIAN NO(S). 126220
COMPLAINT : CHECK TIRE TREAD DEPTH MEASUREMENTS FOR WEAR
CAUSE : TIRE TREAD DEPTHS WERE CHECKED AND ARE OK AT THIS TIME
TREAD DEPTH MEASUREMENTS ARE 7/32 OR GREATER



JOB NUMBER : 2 OPERATION 05FOZQ98FC OP. DESC. FINAL CHECK LIST
SALE TYPE : C TECHNICIAN NO(S). 57894
COMPLAINT : FINAL CHECK LIST
CHECK CAPS, WHEEL TORQUE, OIL LEVEL, SHIELDS
RESET OIL LIGHT
I HEREBY CONFIRM THAT THE FINAL CHECK HAS BEEN PERFORMED
TECH INITIALS-

JOB NUMBER : 3 OPERATION 05FOZQ99PX OP. DESC. QL VEHICLE CHECKUP
SALE TYPE : C TECHNICIAN NO(S). 57894
COMPLAINT : CUSTOMER REQUESTS EXPRESS QUICK LAND VEHICLE CHECK UP.
CORRECTION : COMPLETED EXPRESS QUICK LANE VEHICLE CHECK UP.

JOB NUMBER : 4 OPERATION 05FOZQ2000 OP. DESC. QL TIRE ROTATION
SALE TYPE : C TECHNICIAN NO(S). 57894
COMPLAINT : CUSTOMER REQUESTS QUICKLANE TIRE ROTATION SERVICE
CAUSE : ROTATE TIRES, CHECK INFLATION, PERFORM VEHICLE INSPECTION
CORRECTION : COMPLETED QUICKLANE TIRE ROTATION SERVICE

JOB NUMBER : 5 OPERATION 00FOZGBATT OP. DESC. GREEN BATTERY
SALE TYPE : C TECHNICIAN NO(S). 57894
COMPLAINT : BATTERY WAS TESTED AND IS OK AT THIS TIME
SEE SERVICE ADVISOR FOR MULTI POINT INSPECTION DETAILS

JOB NUMBER : 6 OPERATION 00FOZGBK OP. DESC. GREEN BRAKE
SALE TYPE : C TECHNICIAN NO(S). 57894
COMPLAINT : CHECK BRAKE LINING MEASUREMENTS FOR WEAR
CAUSE : BRAKE LININGS WERE CHECKED AND ARE OK AT THIS TIME
BRAKE LININGS ARE OVER 5MM (DISC) OR OVER 2MM (DRUM)

JOB NUMBER : 7 OPERATION 00FOZGTIRE OP. DESC. GREEN TIRE
SALE TYPE : C TECHNICIAN NO(S). 57894
COMPLAINT : CHECK TIRE TREAD DEPTH MEASUREMENTS FOR WEAR
CAUSE : TIRE TREAD DEPTHS WERE CHECKED AND ARE OK AT THIS TIME
TREAD DEPTH MEASUREMENTS ARE 7/32 OR GREATER



PRESSURE WARNING ON IC. HOOKED UP IDS AND FOUND CODES
P0012:00-AF. A CAMSHAFT POSITION TIMING OVER RETARDED B1,
P0014:00-AF. B CAMSHAFT POSITION TIMING OVER RETARDED B1,
AND
P0299:00-68, TURBOCHARGER UNDERBOOST CONDITION. BEGAN DIAG
ON
LOW OIL PRESSURE WARNING. STARTED ENGINE AND HEARD UPPER
ENGINE RATTLE. FOLLOWED NVH CHART IN 303-00 FOR LOW OIL
PRESSURE CONCERN. REMOVED OIL PRESSURE SENDING UNIT AND
TESTED FOR BASE ENG OIL PRESSURE @ OP TEMP AT IDLE. FOUND
OIL PRESSURE READING ONLY 7.2 PSI AT IDLE. FOUND SSM 49918
THAT ADDRESSES ISSUE. DRAINED ENGINE OIL SAMPLE AND
INSPECTED. FOUND METAL CONTAMINATION IN ENGINE OIL.
INSPECTED ALL OTHER FLUIDS AND PCV VALVE FOR OIL CONSUMPTION
CONCERNS AND DAMAGE. FOUND NO ISSUE AT THIS TIME. QUOTED
REPAIR PER SSM 49918

ORIGINAL CAUSE : DROVE VEHICLE INSIDE AND VERIFIED CEL ON, ALSO FOUND LOW OIL PRESSURE WARNING ON IC. HOOKED UP IDS AND FOUND CODES P0012:00-AF A CAMSHAFT POSITION TIMING OVER RETARDED B1, P0014:00-AF B CAMSHAFT POSITION TIMING OVER RETARDED B1, AND P0299:00-68 TURBOCHARGER UNDERBOOST CONDITION. BEGAN DIAG ON LOW OIL PRESSURE WARNING. STARTED ENGINE AND HEARD UPPER ENGINE RATTLE. FOLLOWED NVH CHART IN 303-00 FOR LOW OIL PRESSURE CONCERN. REMOVED OIL PRESSURE SENDING UNIT AND TESTED FOR BASE ENG OIL PRESSURE @ OP TEMP AT IDLE. FOUND OIL PRESSURE READING ONLY 7.2 PSI AT IDLE. FOUND SSM 49918 THAT ADDRESSES ISSUE. DRAINED ENGINE OIL SAMPLE AND INSPECTED. FOUND METAL CONTAMINATION IN ENGINE OIL. INSPECTED ALL OTHER FLUIDS AND PCV VALVE FOR OIL CONSUMPTION CONCERNS AND DAMAGE. FOUND NO ISSUE AT THIS TIME. QUOTED REPAIR PER SSM 49918

CORRECTION : DRAINED REMAINING ENGINE OIL AND ENGINE COOLANT. REMOVED ALL COOLING LINES TO THE BODY FROM THE ENGINE, REMOVED EXHAUST, REMOVED STARTER, REMOVED TORQUE CONVERTER NUTS AND BELL HOUSING BOLTS. INSTALLED LIFTING BRACKET AND REMOVED ENGINE. TRANSFERRED ALL COMPONENTS NOT SUPPLIED WITH ENGINE LONG BLOCK. REPLACED ALL FOUR SPARK PLUGS DUE TO OIL FOULING. INSTALLED NEW TURBO, USING NEW GASKETS AND HARDWARE AS REQUIRED. REINSTALLED REMOVED COMPONENTS. FILLED AND BLED FLUIDS. PERFORMED MISFIRE MONITOR PROFILE CORRECTION USING FDRS. PERFORMED TEST DRIVE. NO FURTHER ISSUE OR WARNING LIGHTS PRESENT AT THIS TIME

ORIGINAL CORRECTION : DRAINED REMAINING ENGINE OIL AND ENGINE COOLANT. REMOVED ALL COOLING LINES TO THE BODY FROM THE ENGINE, REMOVED EXHAUST,

[redacted]

JOB NUMBER : 2 OPERATION 04FOZ99P OP. DESC. MULTI-POINT INSPECT
SALE TYPE : W TECHNICIAN NO(S). 119390
COMPLAINT : PERFORM MULTI-POINT INSPECTION
CAUSE : PERFORM INSPECTION
CORRECTION : PERFORM REPORT CARD INSPECTION MULTIPOINT INSPECTION
SEE SERVICE ADVISOR FOR MULTIPOINT INSPECTION DETAILS

JOB NUMBER : 3 OPERATION 99FOZP99 OP. DESC. P99 RENTAL
SALE TYPE : C TECHNICIAN NO(S). 119390
COMPLAINT : P99 RENTAL COVERAGE
CAUSE : P99 RENTAL COVERAGE
CORRECTION : P99 RENTAL COVERAGE

JOB NUMBER : 4 OPERATION 01FOZ12YBRAKE OP. DESC. YELLOW BRAKE
SALE TYPE : C TECHNICIAN NO(S). 119390
COMPLAINT : CHECK BRAKE LINING MEASUREMENTS FOR WEAR
CAUSE : BRAKE LININGS WERE CHECKED AND MAY REQUIRE FUTURE ATTENTION
BRAKE LININGS ARE 3 TO 5MM (DISC) OR 1.01 TO 2MM (DRUM)

JOB NUMBER : 5 OPERATION 01FOZ22YTIRE OP. DESC. YELLOW TIRE
SALE TYPE : C TECHNICIAN NO(S). 119390
COMPLAINT : CHECK TIRE TREAD DEPTH MEASUREMENTS FOR WEAR
CAUSE : TIRE TREAD DEPTH MEASUREMENTS MAY REQUIRE FUTURE ATTENTION
TREAD DEPTH MEASUREMENTS ARE 4/32 TO 6/32

[redacted]

JOB NUMBER : 2 OPERATION 04FOZ99P OP. DESC. MULTI-POINT INSPECT
SALE TYPE : C TECHNICIAN NO(S). 125266
COMPLAINT : PERFORM MULTI-POINT INSPECTION
CAUSE : PERFORM INSPECTION
CORRECTION : PERFORM REPORT CARD INSPECTION MULTIPOINT INSPECTION
SEE SERVICE ADVISOR FOR MULTIPOINT INSPECTION DETAILS

JOB NUMBER : 3 OPERATION 01FOZ31GBATT OP. DESC. GREEN BATTERY
SALE TYPE : C TECHNICIAN NO(S). 125266
COMPLAINT : BATTERY WAS TESTED AND IS OK AT THIS TIME
SEE SERVICE ADVISOR FOR MULTI POINT INSPECTION DETAILS

Landmark Ford
2401 Prairie Crossing Drive
Springfield, Illinois 62711
(217) 862-5200

Landmark Chevrolet · Buick · Cadillac
1531 West Springfield Rd.
Taylorville, Illinois 62568
(217) 824-2255

The Landmark Automotive Group
www.landmarkauto.com

Landmark Ford Trucks Inc.
3401 E. Clear Lake Ave.
Springfield, Illinois 62702
(217) 528-0770

Landmark Fiat
2331 Prairie Crossing Drive
Springfield, Illinois 62711
(217) 862-5300

Landmark Chrysler · Jeep
2331 Prairie Crossing Drive
Springfield, Illinois 62711
(217) 862-5300

Landmark Cadillac
2360 Prairie Crossing Drive
Springfield, Illinois 62711
(217) 793-6050

FOCS513343

FOCS513343

[redacted]

THE ENGINE LIGHT WAS NOT ON WHEN GETTING IN CAR
CHECKED AND HAD A STORED CODE P0106:00:60
MANIFOLD ABSOLUTE PRESSURE. WAS ABOUT A WEEK OLD.
DTC NOT CURRENT

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 04FOZ99P MULTI-POINT INSPECT TECH(S):124990 WARRANTY

PERFORM MULTI-POINT INSPECTION
PERFORM INSPECTION
PERFORM REPORT CARD INSPECTION MULTIPOINT INSPECTION
SEE SERVICE ADVISOR FOR MULTIPOINT INSPECTION DETAILS

JOB # 2 TOTAL LABOR & PARTS 0.00

TOTALS

| | |
|---|---|
| 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** |

***



LEMBERG LAW

**Matthew Clark, Esq.**
**Of Counsel**
✆ +1.203.653.2250
☎ +1.203.653.3424
✉ Matt@unionlaw.net

September 23, 2022

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2018 Ford EcoSport SE |
| **VIN #** | [redacted] |
| **Record Owner** | |
| **State of Purchase or Lease** | |

Dear Sir or Madam:

Lemberg Law LLC is writing on behalf of the above client with regard to the above vehicle purchased in Louisiana. **Please consider this your statutory notice for an opportunity to correct the defects specified below.** Should litigation become necessary, a lawsuit shall be filed in the Michigan court. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service over 30 days and subject to repair due to the low engine oil pressure light coming on and engine failure, and the vehicle remains unrepaired.

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

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

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

Sincerely,

*/s/ Matthew Clark*

Matthew Clark

Sterling Buick-GMC
P.O. Box 2569 (70571)
5853 I-49 South Service Road
Opelousas, LA 70570
337-942-3516

Sterling Ford-Lincoln, LLC
P.O. Box 2569 (70571)
5524 I-49 North Service Rd.
Opelousas, LA 70570
337-942-2686

Sterling Automotive Group, Inc.

Sterling Kia
P.O. Box 62570 (70596)
125 South City Parkway
Lafayette, LA 70503
337-233-7630

Sterling Automotive West, LLC
P.O. Box 359 (70546)
414 W. Fred & Ruth Zigler Memorial Dr.
Jennings, LA 70546
337-824-4486

Sterling Pre-Owned
P.O. Box 2569 (70571)
5731 I-49 South Service Road
Opelousas, LA 70570
337-678-3810

Sterling Chrysler Jeep Dodge Ram Gem
P.O. Box 2569 (70571)
5504 I-49 North Service Road
Opelousas, LA 70570
337-942-1241

Genesis of Lafayette
P.O. Box 62570 (70596)
6600 Johnston St.
Lafayette, LA 70503
337-984-9050

Sterling Hyundai
P.O. Box 62570 (70596)
6606 Johnston St.
Lafayette, LA 70503
337-984-9050

[redacted]

LABOR----------
D# 1 12FOZ01 ENGINE CONCERN TECH(S):58127 WARRANTY

CUSTOMER STATES CAR DIED OUT WHILE DRIVING AND WAS SMOKING
THEN SAID LOW ENGINE OIL PRESSURE. CUSTOMER WILL HAVE
VEHICLE TOWED IN AND IS AWARE IT MAY NOT GET LOOKED AT UNTIL
THURSDAY(8/18/22)
VERIFY LOW OIL PRESSURE LIGHT ON INSTALL MANUAL OIL PRESSURE
GAUGE VERIFY OIL PRESSURE SSM 49918 APPLIES
R/R ENGINE LONG BLOCK ASSY AS PER SSM49918 ASLO REPLACED
TURBO AND VACUUM PUMP DUE TO THEM LOCKED UP DUE TO LACK OF
OIL FILL COOLANT AND OIL

| PARTS | QTY | FP-NUMBER | DESCRIPTION | LIST PRICE | UNIT PRICE |
|---|---|---|---|---|---|
| | 1 | G1FZ-6006-A | SERVICE | | WARRANTY |
| | 1 | CM5Z-6K682-L | TURBOCH | | WARRANTY |
| | 1 | CM5Z-2A451-B | PUMP AS | | WARRANTY |
| | 16 | -W715474-S437 | BOLT AN | | WARRANTY |
| | 1 | GN1Z-5A215-A | CLAMP - | | WARRANTY |
| | 10 | -W716271-S437 | NUT | | WARRANTY |
| | 1 | CM5Z-9450-A | GASKET | | WARRANTY |
| | 8 | -W715309-S300 | STUD | | WARRANTY |
| | 4 | -W715618-S437 | NUT | | WARRANTY |
| | 2 | CM5Z-00812-E | BOLT | | WARRANTY |
| | 1 | -W715775-S300 | RING | | WARRANTY |
| | 1 | CM5Z-6L092-A | TUBE AS | | WARRANTY |
| | 1 | CM5Z-6K679-B | PIPE - | | WARRANTY |
| | 1 | F1FZ-9N454-K | HEAT SH | | WARRANTY |
| | 1 | CM5Z-9J323-A | TUBE AS | | WARRANTY |
| | 2 | -W500414-S442 | BOLT | | WARRANTY |
| | 1 | CM5Z-8255-A | GASKET | | WARRANTY |
| | 1 | CM5Z-9229-A | KIT - O | | WARRANTY |
| | 6 | -W715195-S437 | BOLT | | WARRANTY |
| | 6 | F1FZ-6379-A | BOLT - | | WARRANTY |
| | 1 | -W715778-S300 | RING - | | WARRANTY |
| | 1 | -W715777-S300 | RING | | WARRANTY |
| | 5 | XO-5W20-Q1SP | MOTORCR | | WARRANTY |
| | -1 | G1FZ-6006-A | CORE RETURN | | WARRANTY |
| | -1 | CM5Z-6K682-L | CORE RETURN | | WARRANTY |

TOTAL - PARTS 0.00

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

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

I authorized commencement of the repair process, which included diagnosis. In the event I authorized commencement but did not authorize completion of this repair or service, as previously agreed, I understand a **charge has been assessed** for disassembly, diagnosis, reassembly, or partially completed work. Such charges are directly related to the actual amount of labor and/or parts involved.

*AUTHORIZATION AND ACKNOWLEDGMENT: I have authorized the repair work herein set forth to be done along with the necessary parts and materials. I have agreed that this company and its employees are* **not responsible** *for the loss or damage, to this vehicle and/or any personal property left in vehicle in case of fire, theft, or any other cause beyond this company's control; also, for any cost resulting from any delays caused by unavailability of parts or delays in parts shipments by suppliers or transporters. I have granted this company and/or its employees permission to operate this vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspection.* **An express mechanic's lien is hereby acknowledged on this vehicle described, in order to secure the amount of repairs an/or services thereto.**

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

**I, the customer, acknowledge that I have read and understand the above conditions, terms, and statements by signing this invoice.**

Reynolds and Reynolds Company ERALZRINVE GO34042 Q (10/21) REPRODUCTION IN WHOLE OR PART IS UNLAWFUL

P.O. Box 2569 (70571)
5524 I-49 North Service Rd.
Opelousas, LA 70570
337-942-2686

Sterling Automotive Group, Inc.

Sterling Chrysler Jeep Dodge Ram Gem
P.O. Box 2569 (70571)
5504 I-49 North Service Road
Opelousas, LA 70570
337-942-1241

Sterling Kia
P.O. Box 62570 (70596)
125 South City Parkway
Lafayette, LA 70503
337-233-7630

Genesis of Lafayette
P.O. Box 62570 (70596)
6600 Johnston St.

Sterling Automotive West, LLC
P.O. Box 359 (70546)
414 W. Fred & Ruth Zigler Memori
Jennings, LA 70546
337-824-4486

Sterling Hyundai
P.O. Box 62570 (705

[redacted]

| | |
|---|---|
| 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** |

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

When I, the customer, signed the Repair
**I authorized** commencement of the repa
which included diagnosis. In the event I
commencement but did not authorize con
this repair or service, as previously agreed
stand a **charge has been assessed** for dia
diagnosis, reassembly, or partially complet
Such charges are directly related to th
amount of labor and/or parts involved.

AUTHORIZATION AND ACKNOWLEDGM
have authorized the repair work herein set forth
done along with the necessary parts and mater
have agreed that this company and its employee
**not responsible** for the loss or damage, to
vehicle and/or any personal property left in vehic
case of fire, theft, or any other cause beyond
company's control; also, for any cost resulting
any delays caused by unavailability of pa
delays in parts shipments by supplie
transporters. I have granted this company an
employees permission to operate this veh
streets, highways, or elsewhere for the pu
testing and/or inspection. **An express m
lien is hereby acknowledged on thi
described, in order to secure the a
repairs an/or services thereto.**

DISCLAIMER: "The factory warranty c
of the warranties with respect to the
item/items. The seller hereby expressly
warranties, either expressed or impli
any implied warranty of merchantabi
for a particular purpose. The seller n
nor authorizes any person to assu
liability in connection with the
item/items."

**I, the customer, acknowledge tha
and understand the above conditi
statements by signing this invoice.**

OF 2

CUSTOMER COPY

[ END OF INVOICE ] 11:22am

TION IN WHOLE OR PART IS UNLAWFUL



LEMBERG LAW

**Jennifer Solak, Esq.**
**Of Counsel**
✆ +1.203.653.2250 x 5528
☎ +1.203.653.3424
✉ jsolak@lemberglaw.com

July 22, 2021

**VIA EMAIL TO: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2018 Ford EcoSport S |
| **VIN #** | MAJ3P1RE0JC[redacted] |
| **Record Owner** | [redacted] |
| **State of Purchase or Lease** | Texas |

Dear Sir or Madam:

Lemberg Law L.L.C. is writing on behalf of the above client with regard to the above vehicle purchased. **Please consider this your statutory notice for an opportunity to correct the defects specified below.** Should litigation become necessary, a lawsuit shall be filed in the Texas court. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Texas consumers.

Since the purchase date and during the warranty period, this vehicle has been out of service at least forty-five (45) days and subject to four repairs due to defective engine, the "check engine" light turning on, a coolant leak, and vehicle going into limp mode. The same engine defects continue to persist.

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

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

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement.

Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

*/s/ Jennifer Solak*

Jennifer Solak, Esq.

SERVICE INVOICE

912 Sheppard Road

Tel: 940-569-5226

[redacted]

2) C/S LEFT REAR SEATBELT WONT LATCH
VERIFIED CONCERN INSPECT FOUND LATCH STUCK E MT5860044 41 S26 T41 13
PLACED LATCH VERIFIED REPAIR (F)GN1Z5860044CB (SEAT BELT) 1
Warranty Claim Repair Type: - 11
Customer Concern Code: S26
Condition Code: 41
(Tech:41) A .....(Warranty ).....

| | W.C | INT. | | CUSTOMER |
|---|---|---|---|---|
| Next Service ' Lube-Oil-Filter | | | Labor | .00 |
| | | | Parts | .00 |
| | | | Sublet/Fees | .00 |
| | | | Waste Dispos | .00 |
| | | | Oil/Grease | .00 |
| | | | Sub Total | .00 |
| | | | Tax | .00 |
| | | | Total | .00 |

**DISCLAIMER OF WARRANTIES**

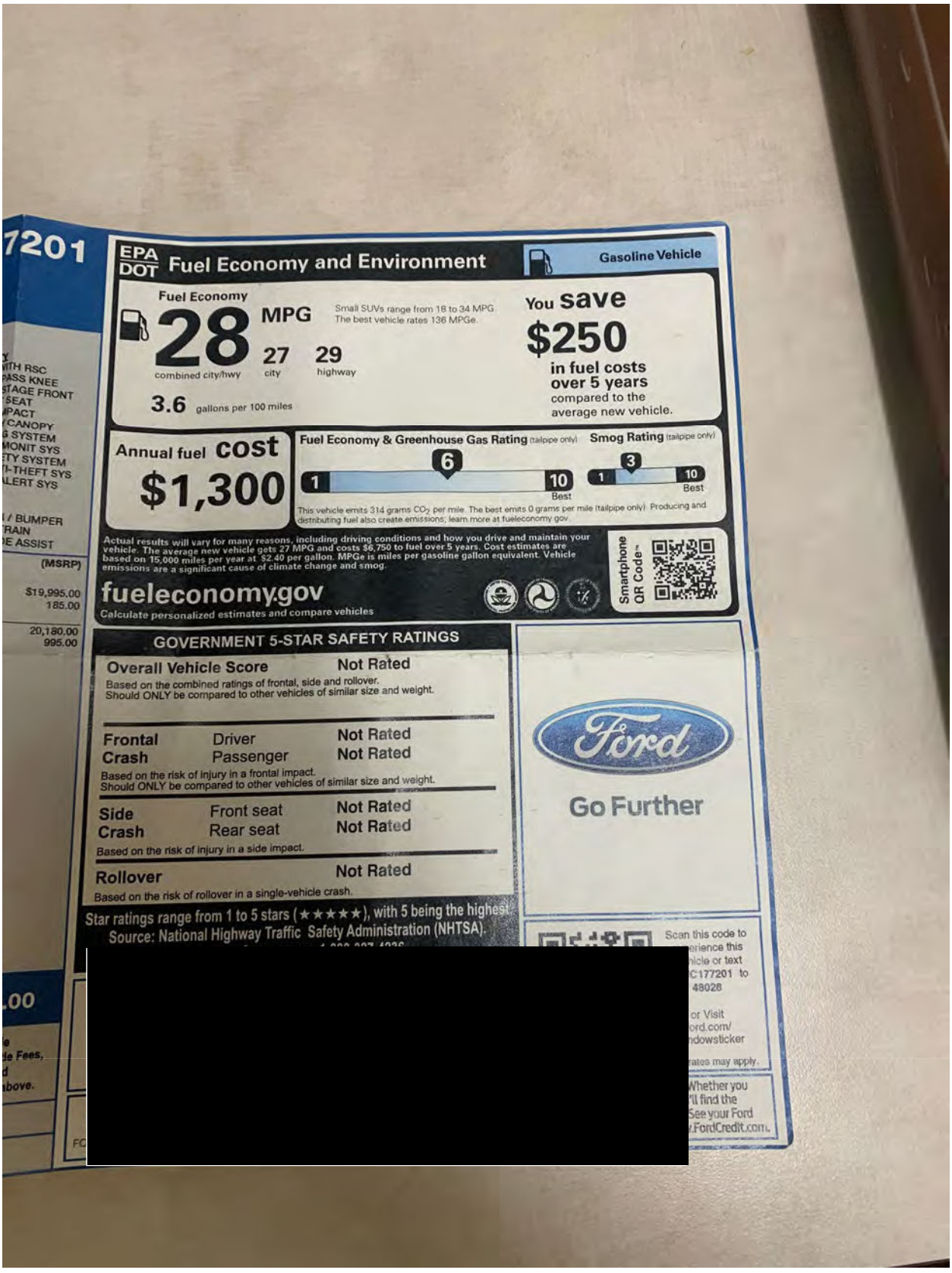
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume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

X CUSTOMER SIGNATURE

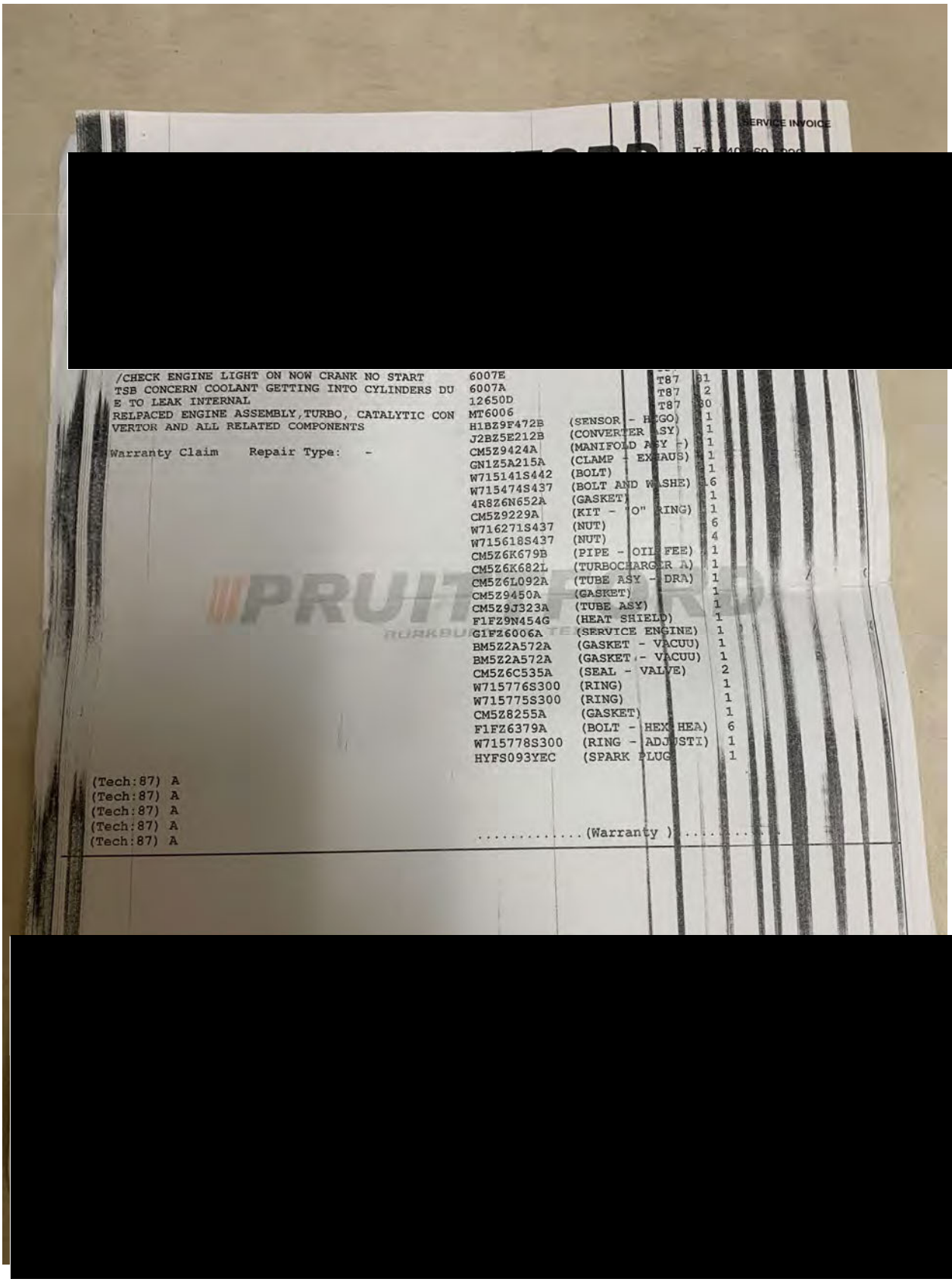
Page 2 of 2 Job 30344

30344 Customer Copy


Based on the
Should ONLY
Side
Crash
Based on th
Rollove
Based on
Star rating


7201
EPA DOT Fuel Economy and Environment
Gasoline Vehicle
Fuel Economy
28 MPG
combined city/hwy
27 city
29 highway
Small SUVs range from 18 to 34 MPG.
The best vehicle rates 136 MPGe.
3.6 gallons per 100 miles
You save $250 in fuel costs over 5 years compared to the average new vehicle.
Annual fuel cost $1,300
Fuel Economy & Greenhouse Gas Rating (tailpipe only)
6
1 10 Best
Smog Rating (tailpipe only)
3
1 10 Best
This vehicle emits 314 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov
Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs $6,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.40 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.
fueleconomy.gov
Calculate personalized estimates and compare vehicles
Smartphone QR Code™
GOVERNMENT 5-STAR SAFETY RATINGS
Overall Vehicle Score Not Rated
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.
Frontal Crash Driver Not Rated
Passenger Not Rated
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.
Side Crash Front seat Not Rated
Rear seat Not Rated
Based on the risk of injury in a side impact.
Rollover Not Rated
Based on the risk of rollover in a single-vehicle crash.
Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
Ford
Go Further
(MSRP)
$19,995.00
185.00
20,180.00
995.00


912 Sheppard Road
Burkburnett, TX 76354
PRUITTFORD
SERVICE INVOICE
Tel: 940-569-5226
www.pruittford.com
[redacted]
PRUITTFORD
BURKBURNETT, TEXAS
[redacted]



SERVICE INVOICE

[redacted]

/CHECK ENGINE LIGHT ON NOW CRANK NO START
TSB CONCERN COOLANT GETTING INTO CYLINDERS DU
E TO LEAK INTERNAL
RELPACED ENGINE ASSEMBLY,TURBO, CATALYTIC CON
VERTOR AND ALL RELATED COMPONENTS

Warranty Claim  Repair Type:  -

| | | | |
|---|---|---|---|
| 6007E | | T87 | 1 |
| 6007A | | T87 | 2 |
| 12650D | | T87 | 30 |
| MT6006 | | | 1 |
| H1BZ9F472B | (SENSOR - HEGO) | | 1 |
| J2BZ5E212B | (CONVERTER ASY) | | 1 |
| CM5Z9424A | (MANIFOLD ASY -) | | 1 |
| GN1Z5A215A | (CLAMP - EXHAUS) | | 1 |
| W715141S442 | (BOLT) | | 1 |
| W715474S437 | (BOLT AND WASHE) | | 6 |
| 4R8Z6N652A | (GASKET) | | 1 |
| CM5Z9229A | (KIT - "O" RING) | | 1 |
| W716271S437 | (NUT) | | 6 |
| W715618S437 | (NUT) | | 4 |
| CM5Z6K679B | (PIPE - OIL FEE) | | 1 |
| CM5Z6K682L | (TURBOCHARGER A) | | 1 |
| CM5Z6L092A | (TUBE ASY - DRA) | | 1 |
| CM5Z9450A | (GASKET) | | 1 |
| CM5Z9J323A | (TUBE ASY) | | 1 |
| F1FZ9N454G | (HEAT SHIELD) | | 1 |
| G1FZ6006A | (SERVICE ENGINE) | | 1 |
| BM5Z2A572A | (GASKET - VACUU) | | 1 |
| BM5Z2A572A | (GASKET - VACUU) | | 1 |
| CM5Z6C535A | (SEAL - VALVE) | | 2 |
| W715776S300 | (RING) | | 1 |
| W715775S300 | (RING) | | 1 |
| CM5Z8255A | (GASKET) | | 1 |
| F1FZ6379A | (BOLT - HEX HEA) | | 6 |
| W715778S300 | (RING - ADJUSTI) | | 1 |
| HYFS093YEC | (SPARK PLUG | | 1 |

(Tech:87) A
(Tech:87) A
(Tech:87) A
(Tech:87) A
(Tech:87) A

.....(Warranty ).....

[redacted]

[redacted]

| | | | | | | |
|---|---|---|---|---|---|---|
| VERIFIED CONCERN EEC TEST P04DB P051B PPT HG | 12650D | 42 | E29 | [41] | 2 | |
| IN PC/ED HG1 P04DB P051B PRESENT HG3 NO VISUA | 12650DX1 | | | [41] | 1 | 9.37 |
| L CONCERNS FOUND HG10 VACUUM PRESENT INDICATN | 12650D45 | | | [41] | 3 | 28.11 |
| G FAILED CRANKCASE PRESSURE SENSOR R&R CRANK | MT6578 | | | [41] | 5 | 46.85 |
| CASE PRESSURE SENSOR AND HOSE ASSY CLEARED CO | (F)F1FZ6758C | (TUBE ASY) | | | 1 | 27.54 |
| DES RETEST VERIFIED REPAIR | | | | | | |
| | Total Labor ..... | | | | | 103.07 |
| | Total Parts ..... | | | | | 27.54 |
| (Tech:41) | | | | | | |
| (Tech:41) | | | | | | |
| (Tech:41) | | | | | | |
| (Tech:41) | Total Repair (Warranty ) ..... | | | | | 130.61 |

| | | | | | |
|---|---|---|---|---|---|
| (2) COOLANT LEAK | | | | | |
| VERIFIED COOLANT LEVEL LOW PRESSURE TEST FOUN | Labor | | [41] | | .00 |
| D COOLANT LEAK COMING FROM DEGAS BOTTLE LINE | (F)GN1Z8A365A | (HOSE - OVERFL) | | 1 | 27.37 |
| R&R LINE RETEST NO FURTHER LEAK AT THIS TIME | Total Parts ..... | | | | 27.37 |
| (Tech:41) | Total Repair (Internal ) ..... | | | | 27.37 |

| | --C/P-- | --W/C-- | --INT-- | -Total- | |
|---|---|---|---|---|---|
| Labor Time | 0 | 11 | 0 | 11 | |
| Total Labor | .00 | 103.07 | .00 | 103.07 | |
| Total Parts | .00 | 27.54 | 27.37 | 54.91 | (N/A) |
| Total G/O/G | .00 | .00 | .00 | .00 | |
| Tot Sub/Fees | .00 | .00 | .00 | .00 | |
| Total R/O | .00 | 130.61 | 27.37 | 157.98 | (N/A) |

| W/C | INT | | CUSTOMER |
|---|---|---|---|
| 103.07 | .00 | Labor | .00 |
| 27.54 | 27.37 | Parts | .00 |
| .00 | .00 | Sublet/Fees | .00 |
| .00 | .00 | Warr Deduct | .00 |
| .00 | .00 | Waste Disposal | .00 |
| .00 | .00 | Oil/Grease | .00 |
| .00 | .00 | Less Disc. | .00 |
| 130.61 | 27.37 | Total | .00 |
| .00 | .00 | Tax | .00 |
| .00 | .00 | Tax2 | .00 |
| .00 | .00 | Tire Tax | .00 |
| 130.61 | 27.37 | TOTAL (DUE) | .00 |



Printed 1 time(s)

33577 Job 33577

VIEW R/O

[redacted]

EXHAUST PORT PER SSM FOUND COOLANT IN PORT PR FORMED COST CAP REPAIR DECISION REMOVED CYLIN DER HEAD CLEANED ALL SURFACES INSTALLED NEW C YLINDER HEAD STUD BROKE ON TURBO TRIED TO EXT RACT STUD UNABLE TO REPLACED TURBO PROGRAM PC M TEST DRIVE TO VERIFY REPAIR CLEAR CODES RET

| | | | |
|---|---|---|---|
| MTEXTRACT | [41] | 9 | 84.33 |
| CM5Z6065A | (BOLT - HEX.HE) | 8 | 11.76 |
| W716271S437 | (NUT) | 4 | 7.00 |
| W715309S300 | (STUD) | 8 | 23.44 |
| F1FZ9N454G | (HEAT SHIELD) | 1 | 23.17 |
| 4R8Z6N652A | (GASKET) | 1 | 2.45 |
| CM5Z6L092A | (TUBE ASY - DR) | 1 | 44.00 |
| CM5Z6K679B | (PIPE - OIL FE) | 1 | 52.92 |
| CM5Z6051B | (GASKET - CYLI) | 1 | 28.41 |
| (F)CM5Z6049E | (CYLINDER HEAD) | 1 | 355.04 |
| GN1Z5A215A | (CLAMP - EXHAU) | 1 | 38.46 |
| CM5Z8507A | (GASKET - WATE) | 1 | 22.85 |
| CM5Z6584B | (GASKET) | 1 | 13.82 |
| W716271S437 | (NUT) | 6 | 10.50 |
| CM5Z9450A | (GASKET) | 1 | 13.85 |
| W711508S442 | (SCREW AND WAS) | 2 | 2.10 |
| W715474S437 | (BOLT AND WASH) | 6 | 2.70 |
| CM5Z9229A | (KIT - "O" RIN) | 1 | 104.90 |
| CM5Z9J323A | (TUBE ASY) | 1 | 8.64 |
| CM5Z6378A | (WASHER) | 1 | 15.11 |
| CM5Z6A345A | (BOLT - HEX.HE) | 1 | 7.46 |
| W500224S437 | (BOLT) | 2 | 3.50 |
| CM5Z00812F | (BOLT) | 4 | 28.00 |
| CM5Z00812E | (BOLT) | 10 | 42.00 |
| CM5Z00812H | (BOLT - SPECIA) | 2 | 14.00 |
| CM5Z8255B | (GASKET) | 1 | 1.51 |
| CM5Z6700B | (SEAL ASY - CR) | 1 | 6.12 |
| CM5Z2A451B | (PUMP ASY - VA) | 1 | 89.01 |
| CM5Z6C570B | (VALVE ASY) | 2 | 95.78 |
| CM5Z6C535A | (SEAL - VALVE) | 2 | 11.82 |
| BE8Z6731AC | (KIT - ELEMENT) | 1 | 4.58 |
| XO5W20BSP | (MOTORCRAFT SA) | 5 | 16.45 |
| VC3DILB | (ANTI-FREEZE) | 3 | 41.97 |
| ZC31B | (CLEANER - MET) | 2 | 15.28 |
| ZC20 | (SHAMPOO - ENG) | 1 | 6.69 |
| ZC30A | (REMOVER - SIL) | 1 | 9.84 |
| Total Labor | | | 1583.53 |
| Total Parts | | | 1175.13 |

(Tech:41)
(Tech:41)

| WIC | INT | | CUSTOMER |
|---|---|---|---|
| | | | |

Page 1 of 2 Printed 1 time(s)
30344 Job 30344
VIEW R/O



**Rosenbaum & Associates, P.C.**

1818 Market Street, Suite 3200, Philadelphia, PA 19103
**[Tel]**215.569.0200 **[Main Fax]** 215.569.6099

**Samantha Lee [Fax]** 267.930.7224 **[Email]** slee@rosenbaumfirm.com

OGC Lit
Product Claims

October 15, 2019

**Via Regular Mail and Certified Mail - RRR**
Ford Motor Company
1 American Road

OCT 2 2 2019

[redacted]

Please be advised that this office represents the above named individuals in a claim for personal injuries arising out of an defective vehicle sold by your company, the particulars of which are set forth above.

I would appreciate you forwarding this letter to your insurance carrier and advising this office promptly of their name and your policy number. If you are uninsured, kindly contact my office at your earliest convenience and advise that you are not insured for this claim.

It is in your best interest to report this matter to your insurance company as soon as possible in order to avoid a possible loss of coverage.

Very truly yours,

[redacted]

JMR/sl

ROSENBAUM & ASSOCIATES, P.C.
ATTORNEYS AT LAW
1818 MARKET STREET
SUITE 3200
PHILADLEPHIA, PA. 19103-3611

(215) 569-0200
FAX (215) 569-6099

FORD MOTOR C
JUN 08 2021
OFFICE OF ... GENERAL
COUNSEL

June 1, 2021

Ford Motor Company
1 American Way
Dearborn, MI 48126

[redacted]

Dear Sir/Madam:

Enclosed please find a true and correct copy of a Civil Action together with a Notice to Plead in regard to the above matter. The original of this document was filed in the Court of Common Pleas of Philadelphia County on May 2, 2021.

Please note the endorsement thereon wherein you are notified to plead thereto within twenty (20) days of service or judgment may be entered against you.

Very truly yours,

[redacted]

JMR/kc
Enclosure
CERTIFIED MAIL:

[redacted]




www.pacificocars.com

PACIFICO FORD
6701 Essington Avenue
Philadelphia, PA 19153
(215) 492-1700

PACIFICO HYUNDAI
(215) 365-0300

PACIFICO MAZDA
(215) 365-7400

R: 63813 ANDREW KNOX

| | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
|---|---|---|---|---|---|
| N6 LIGHTNI | 18 FORD ECOSPORT | [redacted] | | [redacted] | [redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 23MAY18 IS | | | | | | | |
| 23MAY18 DD | 03JAN18 | | WAIT 25JUN19 | | 0.00 | CASH | 25JUN19 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 11:07 25JUN19 | 12:05 25JUN19 | SOLD-STK:Z87243 DLR:50359 ENG:1.0_Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| 14028 | mpi | | | | | | |

**********

C You consent to receiving texts from us 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 pro

TEXT You consent to receiving texts from us 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 pro
999 CINT

********** 0.00 0.00

| | |
|---|---|
| COMPANY NAME | FORD PREM ESP |
| COMPANY PHONE | |
| POLICY NUMBER | TBD |
| POLICY TERM | 72 |
| EFFECTIVE DATE | 23 MAY 2018 |
| DEDUCTIBLE | 100.00 |
| MILEAGE LIMIT | |
| BEGIN MILES | 26 |
| END MILES | 60000 |
| COMPONENTS | |

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employee's 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 the above vehicle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in parts shipments neither beyond dealer's control nor for loss or damage to vehicle or articles left in the vehicle in case of fire or any cause beyond our control.

**Disclaimer of Warranties**

The seller herby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

X _____

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 17.07 |
| PARTS AMOUNT | 20.29 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 37.36 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 2.99 |
| PLEASE PAY THIS AMOUNT | 40.35 |

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

[redacted]

FORD SERVICE

May contribute to vehicle efficiency and promote a greener environment

k and OK at this time | May require future attention | Requires immediate attention

## CUST

Owner Advantage Rewards #: _____ Service Balance: _____

Extended Service Plan: YES ☐ NO ☐ FordPass Member? YES ☐ NO ☐

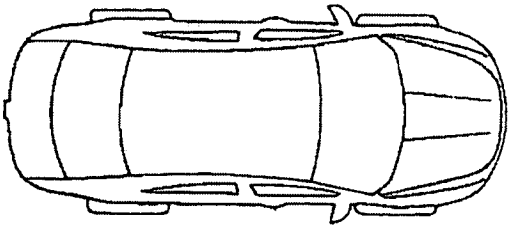
## SCHEDULED MAINTENANCE

| Serviced | DUE | Serviced | DUE |
|---|---|---|---|
| ☐ | ☐ THE WORKS | ☐ | ☐ Engine Air Filter ⌀ |
| ☑ | ☐ Oil Change & Filter ⌀ | ☐ | ☐ Engine Coolant |
| ☐ | ☐ Tire Rotation ⌀ | ☐ | ☐ Transmission Fluid &/or Filter |
| ☐ | ☐ Multi-Point Inspection | ☐ | ☐ Cabin Air Filter N/A ⌀ |
| ☐ | ☐ Fuel Filter N/A | ☐ | ☐ Spark Plugs ⌀ |

☐ _____ K Scheduled Maintenance

This is only a partial list maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit FordOwner.com for vehicle specific maintenance requirements. N/A is circled if certain part is not applicable.

## EXTER



Note any exterior body damage or defects on diagram

## FLUIDS

| OK | FILL | | OK | FILL | | OK | FILL | |
|---|---|---|---|---|---|---|---|---|
| ☐ | ☐ | Engine Oil | ☐ | ☐ | Power Steering | ☐ | ☐ | Transmission (if equipped with dipstick) |
| ☐ | ☐ | Brake Reservoir | ☐ | ☐ | Window Washer | ☐ | ☐ | Coolant Recovery Reservoir |

## LIGHTS/HORN/WIPERS

| Serviced | | Serviced | | Serviced | |
|---|---|---|---|---|---|
| ☐ | Horn | ☐ | Front Wipers | ☐ | Rear Wipers (if equipped) |
| ☐ | Windshield | ☐ | Front Lighting (Headlights, Parking Lights, Turn Signals, Fog Lights, 4-Way Flasher) | | |
| ☐ | Rear Lighting – 4-Way Flasher, Taillights, Stop Lights, Plate Lights | | | | |

## UNDER HOOD

| Serviced | | |
|---|---|---|
| ☐ | Battery State of Health (0% – 100%) | Battery Condition ☑ |
| | Factory spec cold cranking amps _____ | Actual cold cranking amps _____ |
| ☐ | Cooling System – Hoses and Piping | |
| ☐ | Engine Air Filter | |
| ☐ | Engine Drive Belt(s) | |
| ☐ | Cabin Air Filter N/A | |

## TIRES

| Serviced | Tire Tread Depth: 7/32" or Greater / Over 5mm | 6/32" to 4/32" / 5mm to 3mm | 2/32" or Less / Less than 3mm | | | |
|---|---|---|---|---|---|---|
| ☐ | Left Front Tire Condition | Size: | Tread Depth: 7 | Tire PSI: | Age: | |
| ☐ | Right Front Tire Condition | Size: | Tread Depth: 7 | Tire PSI: | Age: | |
| ☐ | Left Rear Tire Condition | Size: | Tread Depth: 7 | Tire PSI: | Age: | |
| ☐ | Right Rear Tire Condition | Size: | Tread Depth: 7 | Tire PSI: | Age: | |
| ☐ | Full Size/Temp Spare Tire Condition | Size: | Tread Depth: | Tire PSI: | Age: | |
| | Spare Not Inspected ☐ No Spare Tire ☐ | | | | | |

## BRAKES

| Serviced | Brake Lining: Over 5mm or 7/32" (Disc) or Over 2mm or 5/32" (Drum) | 4 mm to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm or 2/32" to 3/32" (Drum) | 3mm or less or 4/32" (Disc) or 1mm or 2/32" or less (Drum) | | |
|---|---|---|---|---|---|
| ☐ | Left Front Brake | Pad Thickness: | Rotor Actual: | Rotor Minimum Spec: | ☑ |
| ☐ | Right Front Brake | Pad Thickness: | Rotor Actual: | Rotor Minimum Spec: | ☑ |
| ☐ | Left Rear Brake | Pad/Shoe Thickness: | Rotor/Drum Actual: | Rotor/Drum Minimum Spec: | ☑ |
| ☐ | Right Rear Brake | Pad/Shoe Thickness: | Rotor/Drum Actual: | Rotor/Drum Minimum Spec: | ☑ |

NOT INSPECTED

## UNDERCARRIAGE

| | | |
|---|---|---|
| ☐ | Left Front suspension, struts, steering linkage, brake lines/hoses | Notes: |
| ☐ | Right Front suspension, struts, steering linkage, brake lines/hoses | Notes: |
| ☐ | Left Rear suspension, shocks/struts, linkage, brake lines/hoses | Notes: |
| ☐ | Right Rear suspension, shocks/struts, linkage, brake lines/hoses | Notes: |
| ☐ | Exhaust System | Notes: |
| ☐ | Drivetrain | Notes: |

| | DESCRIPTION | PARTS | LABOR | TOTAL ESTIMATE |
|---|---|---|---|---|
| RELATED | | | | |
| IMMEDIATE | | | | |
| MAINTENANCE | | | | |
| | *Tires should be replaced after 6 years. TOTAL | | | |

Advisor: Andrew Knox

Technician: Christopher R ...

Customer Signature: _____

Technician: _____

Case ID: 210502474

[redacted]

| | | | | | | |
|---|---|---|---|---|---|---|
| 23MAY18 19 | | | | | | |
| 23MAY18 DD03JAN18 | | WAIT 09AUG19 | | 0.00 | CASH | 09AUG19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:Z87243 DLR:50359 ENG:1.0_Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 13:45 09AUG19 | 14:20 09AUG19 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A Customer states perform engine oil and filter change includes up to 5 quarts of oil additional oil at 349 per quart Check all fluid levels Lube chassis if needed Reset oil life monitor Set tire pressure to specs | | | |
| PLOF Customer states perform engine oil and filter change- PACIFICO FOR LIFE CUSTOMER -4TH OIL CHANGE FREE Check all fluid levels Lube chassis if needed Reset oil life monitor Set tire pressure to specs | | | |
| 79057 IPFL | | | (N/C) |
| PFL PACIFICO FOR LIFE - DISCOUNT | | | (N/C) |
| 1 FL*910*SB12 FILTER ASY - OIL | | | (N/C) |
| 6 XO*5W20*BSP 5W-20 MOTORCRAFT OIL | | | (N/C) |
| Q99PX PERFORM QUICK LANE INSPECTION (VCU) - EXPRESS SERVICE | | | |
| 79057 CQL | | 0.00 | 0.00 |
| [illegible] PERFORMED OIL AND FILTER CHANGE, LUBED CHASSIS | | | |
| ********** | | | |
| B PERFORM QUICK LANE INSPECTION /You consent to receiving texts from us 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 NOT provide a landline | | | |
| Q99P PERFORM QUICK LANE INSPECTION /You consent to receiving texts from us 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 NOT provide a landline | | | |
| 79057CINTQ | | 0.00 | 0.00 |
| TEXT You consent to receiving texts from us 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 | | | |

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employee's 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 the above vehicle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in parts shipments neither beyond dealer's control nor for loss or damage to vehicle or articles left in the vehicle in case of fire or any cause beyond our control.

**Disclaimer of Warranties**

The seller herby expressly disclaims all warranties; either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

X _____

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

VEHICLES LEFT OVER 72 HRS. SUBJECT TO A STORAGE CHARGE OF $25.00 PER DAY. PARTS AND LABOR WARRANTED 90 DAYS OR 4,000 MILES: THIS COPY MUST BE RETURNED FOR ADJUSTMENT.

Any removable electronics, phones, accessories and Personal Articles MUST be removed before the car is left for service. We are not responsible for these items.

***NO APPOINTMENT NEEDED***

PA STATE INS & EM BRAKES
SHOCKS STRUTS MINOR TUNE UP ALIGNMENTS
TIRE SALES *ALL MAINTENANCE SERVICES *BATTERIES

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

Copyright 2000 ADP, Inc. SERVICE INVOICE TYPE 3 - 5120

CUSTOMER COPY

[redacted]

[redacted]

| | | | | | | |
|---|---|---|---|---|---|---|
| 23MAY18 DD03JAN18 | | WAIT 09AUG19 | | 0.00 | CASH | 09AUG19 |
| R.O. OPENED | READY | OPTIONS: SOLD-STK:Z87243 DLR:50359 ENG:1.0_Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT | | | | |
| 13:45 09AUG19 | 14:20 09AUG19 | | | | | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| | landline | | | | | | |
| | 79057CINTQ | | | | | 0.00 | 0.00 |
| 16749 | preformed quicklane inspection | | | | | | |

**********

| | |
|---|---|
| COMPANY NAME | FORD PREM ESP |
| COMPANY PHONE | |
| POLICY NUMBER | TBD |
| POLICY TERM | 72 |
| EFFECTIVE DATE | 23 MAY 2018 |
| DEDUCTIBLE | 100.00 |
| MILEAGE LIMIT | |
| BEGIN MILES | 26 |
| END MILES | 60000 |
| COMPONENTS | |

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employee's 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 the above vehicle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in parts shipments neither beyond dealer's control nor for loss or damage to vehicle or articles left in the vehicle in case of fire or any cause beyond our control.

**Disclaimer of Warranties**

The seller herby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a perticular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

X _____

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

VEHICLES LEFT OVER 72 HRS. SUBJECT TO A STORAGE CHARGE OF $25.00 PER DAY. PARTS AND LABOR WARRANTED 90 DAYS OR 4,000 MILES. THIS COPY MUST BE RETURNED FOR ADJUSTMENT.

Any removable electronics, phones, accessories and Personal Articles MUST be removed before the car is left for service. We are not responsible for these items.

***NO APPOINTMENT NEEDED***

| | |
|---|---|
| PA STATE INS & EM | TIRE SALES |
| BRAKES | *ALL |
| SHOCKS · STRUTS | MAINTENANCE |
| MINOR TUNE UP | SERVICES |
| ALIGNMENTS | *BATTERIES |

| 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 |

Copyright 2000 ADP, Inc. SERVICE INVOICE TYPE 2 - 5120

**CUSTOMER COPY**

[redacted]

# VEHICLE CHECK-UP

FORD SERVICE

MULTI-POINT INSPECTION AS RECOMMENDED BY FORD MOTOR COMPANY

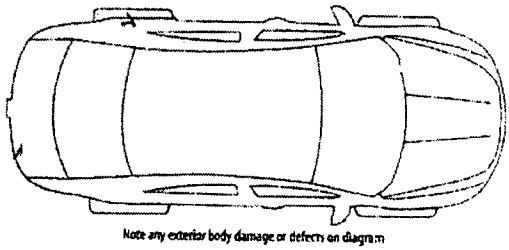
Date: 8-5-15 RO/Tag#: 057

Name:

[redacted]

May contribute to vehicle efficiency and promote a greener environment

Check and OK at this time | May require future attention | Requires immediate attention



Note any exterior body damage or defects on diagram

| FILL | OK FILL | OK FILL |
|---|---|---|
| Engine Oil | Power Steering | Transmission (if equipped with dipstick) |
| Brake Reservoir | Window Washer | Coolant Recovery Reservoir |

Battery State of Health — Battery Condition

Factory spec cold cranking amps ..... Actual cold cranking amps

- Cooling System - Hoses and Piping
- Engine Air Filter
- Engine Drive Belt(s)
- Cabin Air Filter

| | | | | | |
|---|---|---|---|---|---|
| | | / 5mm to 3mm | 3/32" or Less / Less than 3mm | | |
| | | Tread Depth: 9/32 | Tire PSI: 37 PSI | Age: | |
| | | Tread Depth: 9/32 | Tire PSI: 37 PSI | Age: | |
| | | Tread Depth: 11/32 | Tire PSI: 36 PSI | Age: | |
| | Right Rear Tire Condition: | Size: | Tread Depth: 10/32 | Tire PSI: 36 PSI | Age: |
| | Full Size/Temp Spare Tire Condition: | Size: | Tread Depth: | Tire PSI: | Age: |
| | Spare Not Inspected: No Spare Tire | Other/Comments: | | | |

*Tires should be replaced after 6 years.

## BRAKES

| Serviced | Brake Lining | [illegible] | 4mm to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm or 2/32" to 3/32" (Drum) | 3mm or Less or 4/32" (Disc) or 1mm or 2/32" or Less (Drum) | NOT INSPECTED |
|---|---|---|---|---|---|
| | Left Front Brake | Pad Thickness: | Rotor Actual: | Rotor Minimum Spec: | |
| | Right Front Brake | Pad Thickness: | Rotor Actual: | Rotor Minimum Spec: | |
| | Left Rear Brake | Pad/Shoe Thickness: | Rotor/Drum Actual: | Rotor/Drum Minimum Spec: | |
| | Right Rear Brake | Pad/Shoe Thickness: | Rotor/Drum Actual: | Rotor/Drum Minimum Spec: | |

## UNDERCARRIAGE

| | | |
|---|---|---|
| | Left Front suspension, struts, steering linkage, brake lines/hoses | Notes: |
| | Right Front suspension, struts, steering linkage, brake lines/hoses | Notes: |
| | Left Rear suspension, shocks/struts, linkage, brake lines/hoses | Notes: |
| | Right Rear suspension, shocks/struts, linkage, brake lines/hoses | Notes: |
| | Exhaust System | Notes: |
| | Drivetrain | Notes: |

| | DESCRIPTION | PARTS | LABOR | TOTAL ESTIMATE |
|---|---|---|---|---|
| RELATED | | | | |
| IMMEDIATE | | | | |
| MAINTENANCE | LCF | | | |
| | TOTAL | | | |

Advisor: Customer Signature:

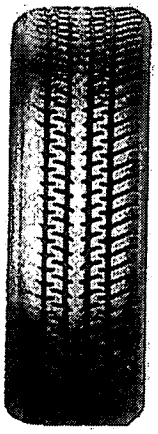
Technician: Technician:

Be sure to visit [illegible]

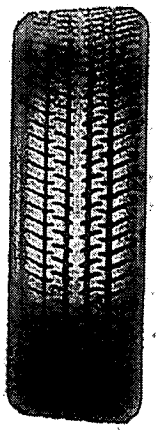
Case ID: 210502474

PE23-015 001137 LC SV

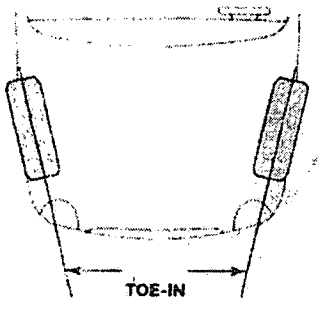
# Vehicle Check-Up

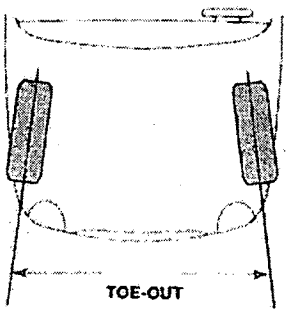


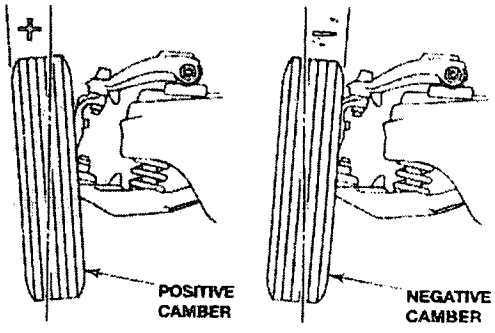
**TOE WEAR**
"Feathered" tread wear pattern suggests tires are turned in or out too far. Signals need for alignment. May be caused by worn shocks/struts.



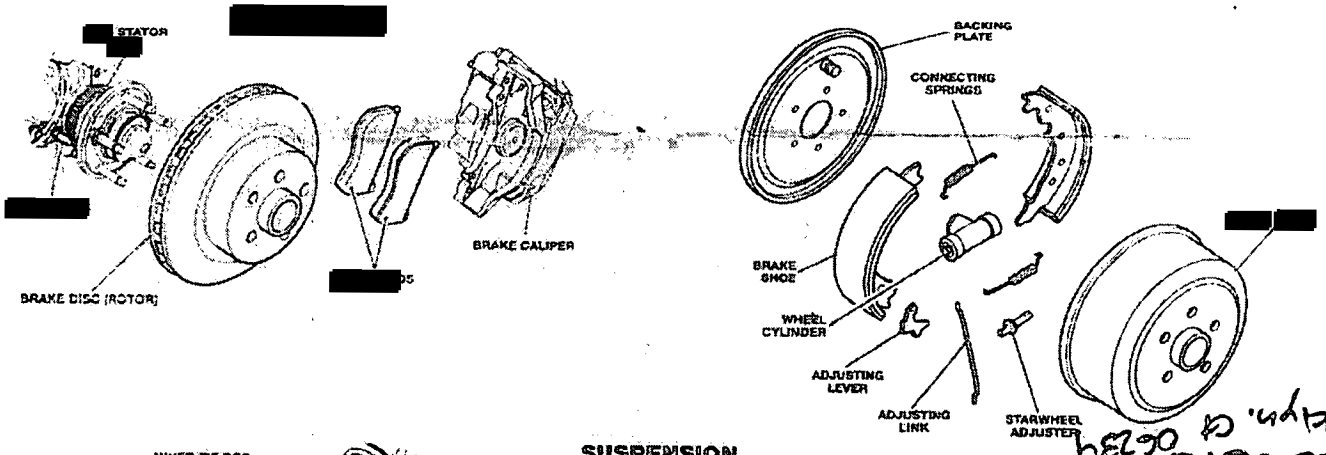
**CAMBER WEAR**
Exaggerated wear on inner or outer edge of tire indicates tires are tilted in or out too far (from vertical). Signals need for alignment. May be caused by worn shocks/struts.




## DRUM BRAKE




## SUSPENSION

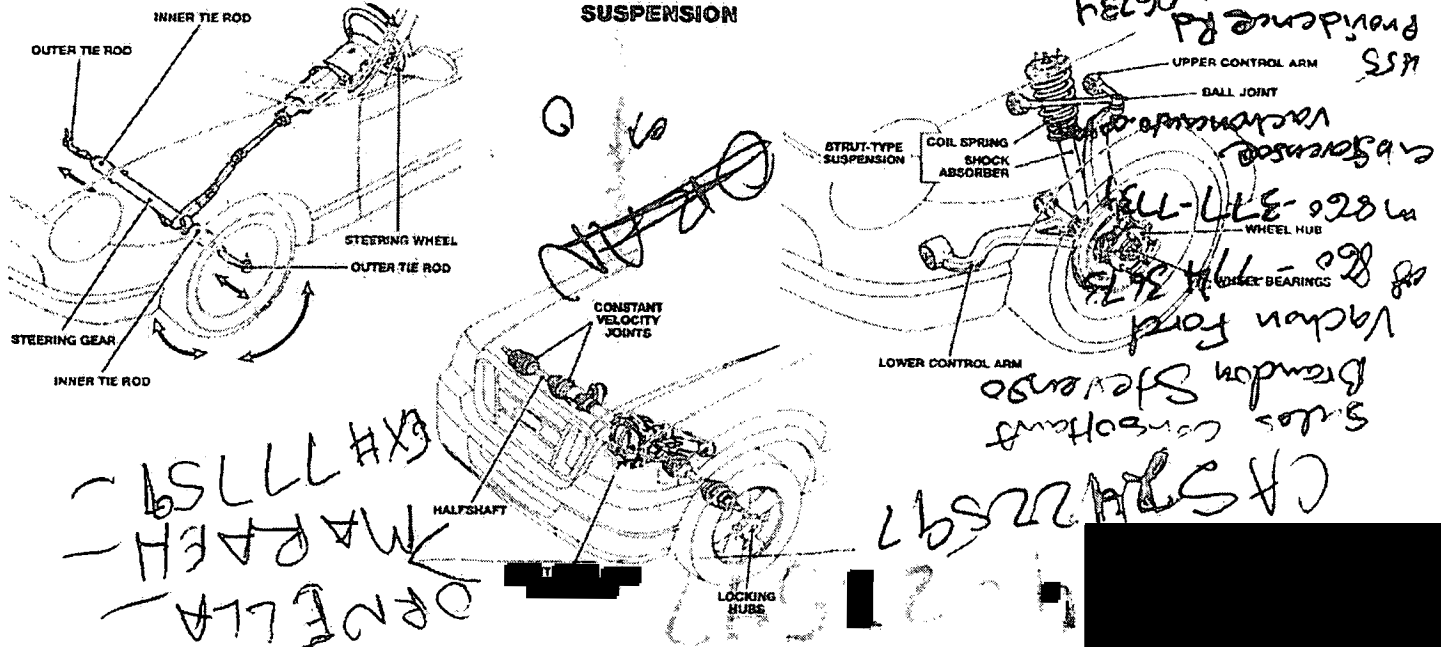


**EXHIBIT "B"**

[redacted]

| | | | | | | |
|---|---|---|---|---|---|---|
| 01JAN18 IS | | | | | | |
| 01JAN18 DD | | 17:30 23AUG19 | | 110.00 | CASH | 28AUG19 |

| R.O. OPENED | READY | OPTIONS: DLR:08852 ENG:1.0_Liter |
|---|---|---|
| 09:32 15AUG19 | 11:36 28AUG19 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A CUSTOMER STATES ENGINE STALLED AND WILL NOT RESTART | | | |
| CAUSE: . | | | |
| 11000A STARTER CIRCUIT - CHECK - L | | | |
| 3093 W | | | |
| 1 G1FZ*6006*A SERVICE ENGINE ASY | | | (N/C) |
| 3 CM5Z*9439*A GASKET - INTAKE MANIFOLD | | | (N/C) |
| 1 AA5Z*9E583*A SEAL | | | (N/C) |
| 1 8W9Z*6C287*A TAPPET ASY | | | (N/C) |
| 8 *W715309*S300 STUD | | | (N/C) |
| 8 *W716271*S437 NUT | | | (N/C) |
| 1 4R8Z*6N652*A GASKET | | | (N/C) |
| 1 CM5Z*9450*A GASKET | | | (N/C) |
| 1 GN1Z*5A215*A CLAMP - EXHAUST | | | (N/C) |
| 1 FL*910S* KIT - ELEMENT & GASKET - OIL F | | | (N/C) |
| 1 VC*3*B ANTI-FREEZE | | | (N/C) |
| 5 XO*5W20*BSP MOTORCRAFT SAE 5W-20 SN SNPLUS | | | (N/C) |
| 2 CM5Z*9229*A KIT - "O" RING | | | (N/C) |
| 1 CM5Z*6K682*L TURBOCHARGER ASY | | | (N/C) |
| 1 CM5Z*8255*A GASKET | | | (N/C) |
| 2 CM5Z*6C535*A SEAL - VALVE | | | (N/C) |
| 1 *W715777*S300 RING | | | (N/C) |
| 1 *W715778*S300 RING - ADJUSTING | | | (N/C) |
| 1 CM5Z*2A451*B PUMP ASY - VACUUM | | | (N/C) |
| 12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L | | | (N/C) |
| 3093 W | | | |
| 6007E ENGINE EXCHANGE - DIAGNOSIS (6009/6006/6007/6012) - M | | | (N/C) |
| 3093 W | | | |
| 6020AXQ GASKET OR CYLINDER FRONT COVER - REMOVE AND INSTALL OR REPLACE (6019/6020/6608) - L EXTRA TIME FOR A POST-REPAIR | | | (N/C) |
| 3093 W | | | |
| MT6007A REMOVE AND REPLACE ENGINE | | | (N/C) |
| 3093 W | | | (N/C) |

**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 neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. The product is sold by the seller "AS IS" and the entire risk as to quality and performance of the product is with the buyer and/or manufacturer. If the product proves to be defective after purchase, the buyer and/or manufacturer and the seller, shall assume the entire cost of all necessary remedies.

**TERMS: STRICTLY CASH UNLESS ARRANGED OTHERWISE**

I hereby authorize the repair work hereinafter set forth to be done along with the necessary parts and materials to be furnished by you and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or materials for any reason and that you neither assume nor authorize anyone to assume any liability in connection with such repair. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. In the event that you, the customer, authorize commencement but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection, repair or service. Customer labor charges may be based on the complexity of the repair and level of expertise required to effect the repair. A SERVICE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON ALL BALANCES OVER 30 DAYS.

CUSTOMER SIGNATURE X _____

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

[redacted]

[redacted]

09:32 15AUG19 | 11:36 28AUG19

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| | MT6781A DISASEMBLE AND INSPECT | | | | | | |
| | | 3093 | W | | | | |
| | FC: PART#: COUNT: | | | | | | (N/C) |
| | CLAIM TYPE: | | | | | | |
| | AUTH CODE: | | | | | | |
| | 3093 | | | | | | |

CONFIRMED CONCERN. PERFORMED BATTERY AND STARTER TESTS ALL PASS. FOUND ENGINE SEIZED. RAN OASIS SYMPTOM CODES. PER SSM 48093 REMOVED OIL PAN. FOUND OIL PUMP DRIVE BELT TENSIONER BROKEN. REMOVED ENGINE AND SET ON STAND TO FURTHER INSPECT. FOUND BROKEN EXHAUST CAM, VACUUM PUMP. AND DAMAGED TURBO ENGINE HAD BEN RUN WITH NO OIL PRESSURE. INSTALLED NEW LONG BLOCK ASSEMBLY AND RELATED PARTS. TOPED FLUIDS. ROAD TEST NOW RUNS AS DESIGNED.

**********

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| B | PERFORM COMPLEMENTARY MULTI-POINT INSPECTION | | | | | | |
| | CAUSE: MPI CODE LINE | | | | | | |
| | 99P Perform Complementary Multi Point Inspection | | | | | | |
| | | 3093 | W | | | | |
| | GBATT BATTERY CONDITION IS GOOD | | | | | | (N/C) |
| | | 3093 | W | | | | |
| | GBK BRAKE LININGS ARE OK AT THIS TIME | | | | | | (N/C) |
| | | 3093 | W | | | | |
| | GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME | | | | | | (N/C) |
| | | 3093 | W | | | | |
| | FC: PART#: COUNT: | | | | | | (N/C) |
| | CLAIM TYPE: | | | | | | |
| | AUTH CODE: | | | | | | |
| | 3093 | | | | | | |

**********

**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 neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. The product is sold by the seller "AS IS" and the entire risk as to quality and performance of the product is with the buyer and/or manufacturer. If the product proves to be defective after purchase, the buyer and/or manufacturer and the seller, shall assume the entire cost of all necessary remedies.

**TERMS: STRICTLY CASH UNLESS ARRANGED OTHERWISE**

I hereby authorize the repair work hereinafter set forth to be done along with the necessary parts and materials to be furnished by you and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or materials for any reason and that you neither assume nor authorize anyone to assume any liability in connection with such repair. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. In the event that you, the customer, authorize commencement but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection, repair or service. Customer labor charges may be based on the complexity of the repair and level of expertise required to effect the repair. A SERVICE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON ALL BALANCES OVER 30 DAYS.

CUSTOMER SIGNATURE X _____

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

[redacted]

[redacted]

| 2 | 4 | ☒ Complaint ☐ Petition Action ☐ Notice of Appeal<br>☐ Writ of Summons ☐ Transfer From Other Jurisdictions |
|---|---|---|

**AMOUNT IN CONTROVERSY**

☐ $50,000.00 or less
☒ More than $50,000.00

**COURT PROGRAMS**

| | | | |
|---|---|---|---|
| ☐ Arbitration | ☐ Mass Tort | ☐ Commerce | ☐ Settlement |
| ☐ Jury | ☐ Savings Action | ☐ Minor Court Appeal | ☐ Minors |
| ☒ Non-Jury | ☐ Petition | ☐ Statutory Appeals | ☐ W/D/Survival |
| ☐ Other: | | | |

**CASE TYPE AND CODE**

2P - PRODUCT LIABILITY

**STATUTORY BASIS FOR CAUSE OF ACTION**

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

FILED
PRO PROTHY
MAY 27 2021
G. IMPERATO

**IS CASE SUBJECT TO COORDINATION ORDER?**
YES NO

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: HERMAN MCNEAL , ELIZABETH WAIT-MCNEAL

Papers may be served at the address set forth below.

[redacted]



[redacted]

Dearborn, MI 48126 :
and :
PACIFICO FORD, INC. :
6701 Essington Avenue :
Philadelphia, PA 19153 :
and :
JOHN DOES 1-3 (FICTITIOUS NAMES) :
and :
JOHN DOES 4-6 (FICTITIOUS NAMES) :
:
Defendants :

## 2P- Product Liability-Complaint in Civil Action

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL & INFORMATION SERVICE
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107
Phone: (215) 238-6333

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN IAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. HACE FALTA ASENTAR UNA COMPARENCIA ESCRITA O EN PERSONA O CON UN ABOGADO Y ENTREGAR A LA CORE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE CONTINUAR LA DEMANDA EN CONTRA SUYA SIN PREVIO AVISO O NOTIFICACION. ADEMAS, LA CORTE PUEDE DECIDIR A FAVOR DEL DEMANDANTE Y REQUIERE QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES U OTROS DERECHOS IMPORTANTES PARA USTED. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA E INFORMACION LEGAL
Asociacion De Licenciados De Filadelfia
1101 Market Street, 11th Floor
Filadelfia, Pennsylvania 19107

Telefono: (215) 238-6333

[redacted]

[redacted]

FORD MOTOR COMPANY
1 American Way
Dearborn, MI 48126
and
PACIFICO FORD, INC.
6701 Essington Avenue
Philadelphia, PA 19153
and
JOHN DOES 1-3 (FICTITIOUS NAMES)
and
JOHN DOES 4-6 (FICTITIOUS NAMES)

Defendants

2P- Product Liability-Complaint in Civil Action

1. The plaintiffs [redacted] are husband and wife and residents of the Commonwealth of Pennsylvania, residing therein as captioned above.
2. The defendant, Ford Motor Company, is a corporation, limited liability company, partnership or fictitious name of an individual or individuals, with a place of business located at the above address and at all times relevant hereto was in the business of manufacturing, marketing, distributing and selling the 2018 Ford EcoSport, involved herein.

[redacted]

3. The defendant, Pacifico Ford, Inc., is a corporation, limited liability company, partnership or fictitious name of an individual or individuals, with a place of business located at the above address and at all times relevant hereto was in the business of marketing, distributing and selling the 2018 Ford EcoSport, involved herein.
4. The defendant, John Does 1-3 (fictitious names) are individuals, corporations, and/or other entities whose identities, after reasonable investigation, are currently unknown, but at all times relevant hereto were in the business of manufacturing, marketing, distributing and selling the 2018 Ford EcoSport.
5. The defendant, John Does 4-6 (fictitious names) are individuals, corporations, and/or other entities whose identities, after reasonable investigation, are currently unknown, but at all times relevant hereto were in the business of performing auto repair services and performed auto repair services to the subject 2018 Ford EcoSport.
6. At all times relevant hereto, the defendants were acting through their agents, servants and/or employees within the course and scope of their employment, and the doctrine of Respondeat Superior is invoked herein.
7. At all times relevant hereto, all defendants were acting as the agents, servants, workmen and/or employees of all other named defendants.
8. All defendants regularly and systematically conduct business in Philadelphia County, Pennsylvania.
9. On or about May 23, 2018, the plaintiff purchased from the defendant, Pacifico Ford, Inc., a 2018 Ford EcoSport, VIN# MAJ3PITEXJC[redacted].
10. The aforementioned 2018 Ford EcoSport purchased by plaintiff, [redacted], was manufactured by defendant, Ford Motor Company.

[redacted]

11. Plaintiffs' vehicle was serviced regularly. A copy of the service forms from defendant, Pacifico Ford, are attached hereto as Exhibit "A".

12. In October, 2018, plaintiffs were traveling in Maine when said vehicle began smoking, prompting plaintiffs to take the vehicle to a local dealership for service. Plaintiffs were informed that the oil cap became dislodged, spraying oil onto the engine.

13. On or about the 14th day of August, 2019, plaintiffs were traveling home from Maine when the vehicle began sputtering.

14. Plaintiffs took said vehicle to a local dealership, who informed plaintiffs that the vehicle had no oil. After putting oil in the vehicle, plaintiffs resumed their trip. A copy of the invoice from Vachon Ford in Brooklyn, Connecticut, is attached as Exhibit "B".

15. On or about the 14th day of August, 2[redacted], was operating the aforementioned 2018 Ford EcoSport in which plaintiff Herman McNeal was a passenger, on Route 12 in Brooklyn, Connecticut when suddenly and without warning, the vehicle lost power and shut off, resulting in loss of power steering and brake function, forcing plaintiffs to veer the vehicle off the road to avoid hitting a truck in front of them, a result of which caused plaintiffs to sustain severe and serious injuries as more fully set forth hereinafter.

16. The carelessness and/or negligence of the defendants, Ford Motor Company, Pacifico Ford, Inc., John Does 1-3 (fictitious names) and John Does 4-6 (fictitious names), consisted of the following:

a. Failing to maintain said 2018 Ford EcoSport in a safe and reasonable condition for persons such as the plaintiff using said 2018 Ford EcoSport;

b. Failing to reasonably inspect the aforesaid vehicle to ascertain the

[redacted]

existence of the negligent condition when defendants knew or should have known of the existence of said negligent condition;

c. Failing to warn consumers such as plaintiff of the negligent and/or defective condition;

d. Failing to properly and adequately repair said defective condition;

e. Failing to respond to requests to repair said defective condition; and.

f. Failing to properly repair said vehicle so as to prevent a loss of power.

17. Solely because of the tortious conduct of the defendants acting as aforesaid, the plaintiff was caused to sustain serious physical injury in and about the person, including but not limited to shoulder and arm, as well as a severe shock to the nerves and nervous system and was or may have been otherwise injured, whereby plaintiff has suffered and may continue to suffer in the future.

18. The plaintiff may have sustained other injuries and pre-existing conditions may have been aggravated.

19. The plaintiff avers that some or all of the injuries sustained may be or are of a permanent nature and character.

20. As a further result of the aforesaid accident, plaintiff has been unable in the past, and is likely to continue to be unable in the future, to attend to plaintiff's usual duties, activities, vocations and avocations, all to plaintiff's great financial loss and detriment.

21. As a further result of the aforesaid accident and resultant injuries, plaintiff has expended and is in the future likely to expend substantial sums of monies for the care, treatment and attempted cure of plaintiff's injuries, all to plaintiff's great financial loss and detriment.

22. As a further result of the aforesaid accident and resultant injuries, plaintiff has been caused to undergo in the past and is likely to undergo in the future, severe pain,

[redacted]

suffering, inconvenience and embarrassment, all to plaintiff's great financial loss and detriment.

*WHEREFORE*, plaintiff, [redacted] demands judgment against defendants, Ford Motor Company, Pacifico Ford, Inc., John Does 1-3 (fictitious names) and John Does 4-6 (fictitious names), in a sum in excess of the arbitration limits and in excess of the Federal Court jurisdictional limits for cases based on diversity jurisdiction.

COUNT I

PLAINTIFF, [redacted] vs. ALL DEFENDANTS

23. The plaintiff, [redacted] hereby incorporates by reference herein the allegations contained in the preceding paragraphs of this Complaint as though same were fully set forth at length herein.

24. The negligence, carelessness and recklessness of the defendants, Ford Motor Company, Pacifico Ford, Inc., John Does 1-3 (fictitious names) and John Does 4-6 (fictitious names), consisted of, but is not limited to, the following:

a. Failure to adequately warn of the inherent dangerous propensities of the product;

b. Failure to adequately provide for protective measures against failure of the product;

c. Failure to protect the product from ceasing to function properly;

d. Failure to inspect the product so as to prevent the accident or accidental dysfunction from occurring;

e. Failure to properly design said product in such a manner as would afford adequate protection from injury of the lawful user thereof;

[redacted]

f. Failure to supply adequate notices or warnings of the dangers of the product;

g. Failure to design, manufacture and assemble said product in such a manner that it could not easily become defective;

h. Failure to warn the plaintiff and/or consumers of the risk of the product;

i. Failure to exercise due care and caution in the design, assembly and manufacture of said product required under the circumstances;

j. Failure to place or install warning notices in an obvious or conspicuous place on said product;

k. Failure to place and install adequate warning notices on said product;

l. Failure to comply with various laws, regulations, and customs of the industry with regard to safety in such products including, but not limited to, the laws of the United States of America and the Commonwealth of Pennsylvania;

m. Failure to assemble the product so as to prevent an accident;

n. Failure to properly inspect the product prior to placing it in the stream of commerce;

o. Failure to design a product with adequate materials and safety devices;

p. Distributing a defective product to the general public and to the plaintiff;

q. Advertising a defective product to the general public and to the plaintiff;

r. Failure to inspect said product prior to the purchase of said product by plaintiff and prior to plaintiff taking possession;

s. Failure to properly train, control and supervise its employees in the design, manufacture, and assembly of said product;

t. Making false representations to plaintiff and/or the installers of the product, that the product was safe for use, when in fact said product was defective and in a dangerous condition;

u. Utilizing defective materials in the manufacture of the product; and,

v. Failing to recall said product in a timely manner.

[redacted]

25. The negligence, carelessness and recklessness of the defendants as set forth herein was the proximate and sole cause of the injuries to the plaintiff and the damage and expenses incurred as set forth above.

*WHEREFORE*, plaintiff [redacted], demands judgment against defendants, Ford Motor Company, Pacifico Ford, Inc., John Does 1-3 (fictitious names) and John Does 4-6 (fictitious names), in a sum in excess of the arbitration limits and in excess of the Federal Court jurisdictional limits for cases based on diversity jurisdiction.

COUNT II

PLAINTIFF, [redacted], vs. ALL DEFENDANTS

26. The plaintiff, [redacted], hereby incorporates by reference herein the allegations contained in the preceding paragraphs of this Complaint as though same were fully set forth at length herein.

27. Defendants are strictly liable pursuant to Section 402(a) of the Restatement of Torts 2nd as said product was defective and unreasonably dangerous at the time it was distributed and defendants failed to warn plaintiff and other prospective users of the said defects and dangers.

28. As a result of the said defects and/or other reasonably dangerous propensities of the product, plaintiff was caused to sustain the injuries and damages as set forth herein.

*WHEREFORE*, plaintiff [redacted], demands judgment against defendants, Ford Motor Company, Pacifico Ford, Inc., John Does 1-3 (fictitious names) and John Does 4-6 (fictitious names), in a sum in excess of the arbitration limits and in

[redacted]

excess of the Federal Court jurisdictional limits for cases based on diversity jurisdiction.

COUNT III

PLAINTIFF, [redacted] vs. FORD MOTOR COMPANY AND JOHN DOES 1-3 (FICTITIOUS NAMES) AND JOHN DOES 4-6 (FICTITIOUS NAMES)

29. The plaintiff, [redacted] hereby incorporates by reference herein the allegations contained in the preceding paragraphs of this Complaint as though same were fully set forth at length herein.
30. The plaintiff avers that the defendants are jointly and/or severally liable for the injuries to the plaintiff, and for the resulting damages, in that the product was defectively designed and manufactured and in a defective condition when sold to the plaintiff thereby violating the express warranties.
31. The plaintiff relied upon the skill and judgment of defendants and upon defendants' express warranty that the product was safe.
32. As a result of the defects in material and workmanship, defendants breached their express warranty that the product was in a marketable condition, safe for use by ultimate users and in particular the plaintiff.
33. The injuries and damages as set forth herein were caused by the breach of the express warranty by defendants.

*WHEREFORE*, plaintiff, [redacted] demands judgment against the defendants, Ford Motor Company, John Does 1-3 (fictitious names) and John Does 4-6 (fictitious names), in a sum in excess of the arbitration limits and in excess of the Federal Court jurisdictional limits for cases based on diversity jurisdiction.

COUNT IV

PLAINTIFF, [redacted] vs. ALL DEFENDANTS

[redacted]

34. The plaintiff, [redacted] hereby incorporates by reference herein the allegations contained in the preceding paragraphs of this Complaint as though same were fully set forth at length herein.

35. Defendants impliedly warranted that the product, when used, was fit for the purpose for which it was designed, that it was safe and suitable product to be used by persons such as the plaintiff, that the product was equipped with safety features that would protect the users, and that said product was fit and suitable for that purpose. In reliance upon defendants' skill and judgment and the implied warranties of fitness for that purpose, the plaintiff used and operated the product.

36. . The product was, in fact, not fit for use for its intended purpose and defendants breached the implied warranties set forth above.

37. The injuries and damages as set forth herein were caused by the breach of the express warranty by defendants.

*WHEREFORE*, plaintiff, [redacted] demands judgment against defendants, Ford Motor Company, Pacifico Ford, Inc., John Does 1-3 (fictitious names) and John Does 4-6 (fictitious names), in a sum in excess of the arbitration limits and in excess of the Federal Court jurisdictional limits for cases based on diversity jurisdiction.

COUNT V

PLAINTIFF, [redacted] vs. ALL DEFENDANTS

38. The plaintiff, Herman McNeal, hereby incorporates by reference herein the allegations contained in the preceding paragraphs of this Complaint as though same were fully set forth at length herein.

39. Plaintiff avers that he is the spouse of plaintiff, [redacted]

40. As a result of the aforementioned occurrence, said plaintiff has been and may in

[redacted]

the future be required to expend various sums of money for medical services, medicines and/or x-rays in an effort to treat and cure the spouse of the injuries sustained in the occurrence and has incurred or may incur other losses for which plaintiff is entitled to be compensated.

41. Further, by reason of the aforesaid, said plaintiff has been deprived of the assistance and society of the spouse, all of which has been to the great financial damage and loss of plaintiff.

*WHEREFORE*, plaintiff, [redacted] demands judgment against defendants, Ford Motor Company, Pacifico Ford, Inc., John Does 1-3 (fictitious names) and John Does 4-6 (fictitious names), in a sum in excess of the arbitration limits and in excess of the Federal Court jurisdictional limits for cases based on diversity jurisdiction.

COUNT VI

PLAINTIFF, [redacted] WAIT-[redacted] vs. ALL DEFENDANTS

42. The plaintiff, [redacted] hereby incorporates by reference herein the allegations contained in the preceding paragraphs of this Complaint as though same were fully set forth at length herein.

43. Plaintiff avers that she is the spouse of plaintiff, [redacted]

44. As a result of the aforementioned occurrence, said plaintiff has been and may in the future be required to expend various sums of money for medical services, medicines and/or x-rays in an effort to treat and cure the spouse of the injuries sustained in the occurrence and has incurred or may incur other losses for which plaintiff is entitled to be compensated.

[redacted]

45. Further, by reason of the aforesaid, said plaintiff has been deprived of the assistance and society of the spouse, all of which has been to the great financial damage and loss of plaintiff.

*WHEREFORE*, plaintiff, [redacted] Wait-[redacted] demands judgment against defendants, Ford Motor Company, Pacifico Ford, Inc., John Does 1-3 (fictitious names) and John Does 4-6 (fictitious names), in a sum in excess of the arbitration limits and in excess of the Federal Court jurisdictional limits for cases based on diversity jurisdiction.

ROSENBAUM and ASSOCIATES, P.C.

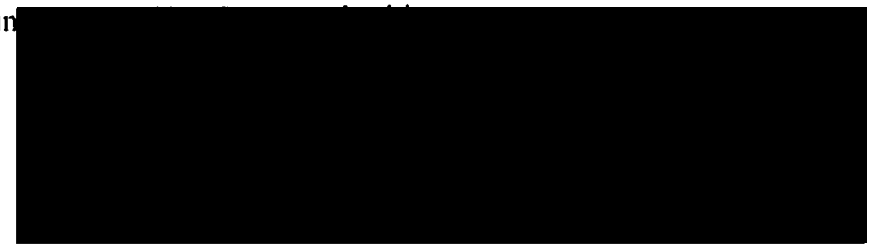
[redacted]

DATE:_____

[redacted]

# VERIFICATION

Jeffrey M. Rosenbaum, Esquire, states that he is the attorney for the Plaintiffs herein, that he is acquainted with the facts set forth in the foregoing Complaint in Civil Action and that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa.C.S. ' 4904 relating to un



DATE: _____

**EXHIBIT "A"**

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 23MAY18 IS | | | | | | | |
| 23MAY18 DD | 03JAN18 | | 17:30 07AUG18 | | 0.00 | CASH | 07AUG18 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:Z87243 DLR:50359 ENG:1.0_Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 11:28 07AUG18 | 12:27 07AUG18 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A PERFORM MULTI-POINT INSPECTIONYou consent to receiving texts from us on your cell phone at the number you have provided You agree that we may contact you regarding service updates or offers via text I | | | |
| 99P PERFORM MULTI-POINT INSPECTIONYou consent to receiving texts from us on your cell phone at the number you have provided You agree that we may contact you regarding service updates or offers via text I | | | |
| 75274 CP | 0.00 | 0.00 | |
| GBATT BATTERY CONDITION IS GOOD | | | |
| 75274 CP | 0.00 | 0.00 | |
| GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME | | | |
| 75274 CP | 0.00 | 0.00 | |
| NBK NO BRAKE MEASUREMENTS TAKEN ON THIS SERVICE VISIT | | | |
| 75274 CP | 0.00 | 0.00 | |
| 4093 MPI | | | |
| ********** | | | |
| E CUSTOMER STATES CHANGE ENGINE OIL AND FILTER CHECK AND TOP OFF ALL FLUID LEVELS RESET OIL LIFE MONITOR THIS IS YOUR FIRST FREE OIL CHANGE | | | |
| FLOF CUSTOMER STATES CHANGE ENGINE OIL AND FILTER CHECK AND TOP OFF ALL FLUID LEVELS RESET OIL LIFE MONITOR THIS IS YOUR FIRST FREE OIL CHANGE | | | |
| 75274IFREE | | | |
| 6 5W20BULK CAM 2 SYNTHETIC BLEND OIL | | | (N/C) |
| 1 FL*910*SB12 FILTER ASY - OIL | | | (N/C) |
| 4093 LOF | | | (N/C) |
| ********** | | | |

COMPANY NAME FORD PREM ESP
COMPANY PHONE

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employee's 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 the above vehicle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in parts shipments neither beyond dealer's control nor for loss or damage to vehicle or articles left in the vehicle in case of fire or any cause beyond our control.

**Disclaimer of Warranties**

The seller herby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

X _____

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

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

Copyright 2014 CDK Global, LLC 6SERVICE INVOICE/ TYPE 3 - 512C - IMAGING

CUSTOMER COPY

[redacted]

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 23MAY18 IS | | | | | | | |
| 23MAY18 DL | 03JAN18 | | 17:30 07AUG18 | | 0.00 | CASH | 07AUG18 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:Z87243 DLR:50359 ENG:1.0_Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 11:28 07AUG18 | 12:27 07AUG18 | |

| LINE OPCODE TECH TYPE HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|
| POLICY NUMBER | TBD | | | |
| POLICY TERM | 72 | | | |
| EFFECTIVE DATE | 23 MAY 2018 | | | |
| DEDUCTIBLE | 100.00 | | | |
| MILEAGE LIMIT | | | | |
| BEGIN MILES | 26 | | | |
| END MILES | 60000 | | | |
| COMPONENTS | | | | |

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employee's 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 the above vehicle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in parts shipments neither beyond dealer's control nor for loss or damage to vehicle or articles left in the vehicle in case of fire or any cause beyond our control.

**Disclaimer of Warranties**

The seller herby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

X _____

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

| 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 |

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - 6I2C - IMAGING

**CUSTOMER COPY**

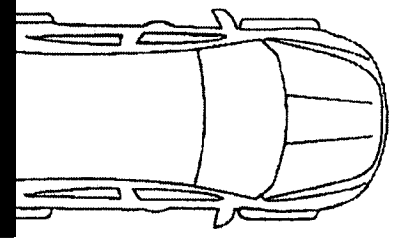
[redacted]

[redacted]

FORD SERVICE

ehicle efficiency and promote a greener environment

☐ May require future attention ☐ Requires immediate attention



Note any exterior body damage or defects on diagram.

## SCHEDULED MAINTENA

| | | | |
|---|---|---|---|
| ☑ | Oil Change & Filter | ☐ | Engine Coolant |
| ☐ | Tire Rotation | ☐ | Transmission Fluid &/or Filter |
| ☐ | Multi-Point Inspection | ☐ | Cabin Air Filter N/A |
| ☐ | Fuel Filter N/A | ☐ | Spark Plugs |

☐ _____ K Scheduled Maintenance

This is only a partial list of maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit fordowner.com for vehicle specific maintenance requirements. N/A is coded if certain part is not applicable.

## FLUIDS

| OK | FILL | | OK | FILL | | OK | FILL | |
|---|---|---|---|---|---|---|---|---|
| ☑ | ☐ | Engine Oil | ☑ | ☐ | Power Steering | ☑ | ☐ | Transmission (if equipped with dipstick) |
| ☑ | ☐ | Brake Reservoir | ☑ | ☐ | Window Washer | ☑ | ☐ | Coolant Recovery Reservoir |

## LIGHTS/HORN/WIPERS

| Serviced | | Serviced | | Serviced | |
|---|---|---|---|---|---|
| ☐ | ☑ Horn | ☐ | ☑ Front Wipers | ☐ | ☑ Rear Wipers (if equipped) |
| ☐ | ☑ Windshield | ☐ | ☑ Front Lighting (Headlights, Parking Lights, Turn Signals, Fog Lights, 4-Way Flasher) | | |
| ☐ | ☑ Rear Lighting - 4-Way Flasher, Tail lights, Stop Lights, Plate Lights | | | | |

## UNDER HOOD

| Serviced | | |
|---|---|---|
| ☐ | Battery State of Health (0% – 100%) | Battery Condition ☑ ☐ ☐ |
| | Factory spec cold cranking amps _____ | Actual cold cranking amps _____ |
| ☐ | ☑ Cooling System - Hoses and Piping | |
| ☐ | ☑ Engine Air Filter | |
| ☐ | ☑ Engine Drive Belt(s) | |
| ☐ | ☑ Cabin Air Filter N/A | |

## TIRES

| Serviced | Tire Tread Depth | 7/32" or Greater / Over 5mm | 6/32" to 4/32" / 5mm to 3mm | 3/32" or Less / Less than 3mm | |
|---|---|---|---|---|---|
| ☐ | ☑ Left Front Tire Condition | Size: | Tread Depth: | Tire PSI: | Age: |
| ☐ | ☑ Right Front Tire Condition | Size: | Tread Depth: | Tire PSI: | Age: |
| ☐ | ☑ Left Rear Tire Condition | Size: | Tread Depth: | Tire PSI: | Age: |
| ☐ | ☑ Right Rear Tire Condition | Size: | Tread Depth: | Tire PSI: | Age: |
| ☐ | ☑ Full Size/Temp Spare Tire Condition | Size: | Tread Depth: | Tire PSI: | Age: |
| | Spare Not Inspected ☐ | No Spare Tire ☐ | | | |

## BRAKES

| Serviced | Brake Lining | Over 5mm or 7/32" (Disc or Over 2mm or 5/32" (Drum) | 4 mm to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm or 2/32" to 3/32" (Drum) | 3mm or less or 4/32" (Disc) or 1mm or 2/32" or less (Drum) | NOT INSPECTED |
|---|---|---|---|---|---|
| ☐ | ☑ Left Front Brake | Pad Thickness: | Rotor Actual: | Rotor Minimum Spec: | ☑ |
| ☐ | ☑ Right Front Brake | Pad Thickness: | Rotor Actual: | Rotor Minimum Spec: | ☑ |
| ☐ | ☑ Left Rear Brake | Pad/Shoe Thickness: | Rotor/Drum Actual: | Rotor/Drum Minimum Spec: | ☑ |
| ☐ | ☑ Right Rear Brake | Pad/Shoe Thickness: | Rotor/Drum Actual: | Rotor/Drum Minimum Spec: | ☑ |

## UNDERCARRIAGE

| | | |
|---|---|---|
| ☐ | ☑ Left Front suspension, struts, steering linkage, brake lines/hoses | Notes: |
| ☐ | ☑ Right Front suspension, struts, steering linkage, brake lines/hoses | Notes: |
| ☐ | ☑ Left Rear suspension, shocks/struts, linkage, brake lines/hoses | Notes: |
| ☐ | ☑ Right Rear suspension, shocks/struts, linkage, brake lines/hoses | Notes: |
| ☐ | ☑ Exhaust System | Notes: |
| ☐ | ☑ Drivetrain | Notes: |

| | DESCRIPTION | PARTS | LABOR | TOTAL ESTIMATE |
|---|---|---|---|---|
| RELATED | | | | |
| IMMEDIATE | | | | |
| MAINTENANCE | | | | |
| *Tires should be replaced after 5 years. | TOTAL | | | |

Advisor: Bob Rauh

Technician: Jonathan S Smi...

Customer Signature: _____

Technician: _____

[redacted]

[redacted]

| | | | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 17:00 10SEP18 | | | CASH | 10SEP18 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 10SEP18 | 10SEP18 | DLR:11J547 ENG:1.0_Liter |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A CUSTOMER STATES HAD OIL CHANGED IN PA AT 4093 MILES - STARTED NOTICING SMOKE FROM UNDER THE HOOD - OPENED THE HOOD AND FOUND THE OIL CAP WAS LEFT OFF - PUT IT BACK ON BUT THERE IS OIL EVERYWHERE - HAS NOT ADDED OIL TO THE VEHICLE - CHECK AND ADVISE | | | |
| SS SEE TECH STORY | | | |
| 1529 C | 0.00 | | 0.00 |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: | | | 0.00 |
| 6114 MISSING OIL CAP CAUSED OIL TO SPILL CLEANED OIL OFF THE ENGINE AND ADDED 2 QTS. MOST OF THE OIL WAS STILL IN THE ENGINE. NO SIGNS OF ANY DAMAGE. | | | |
| ********** | | | |
| B NO MULTI POINT INSPECTION WAS COMPLETED THIS VISIT | | | |
| NVIR NO MULTI POINT INSPECTION WAS COMPLETED THIS VISIT | | | |
| 1529 C | 0.00 | | 0.00 |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: | | | 0.00 |
| ********** | | | |

WE APPRECIATE YOUR BUSINESS. YOU MAY RECEIVE AN EMAIL SURVEY FROM FORD IN THE NEXT FEW WEEKS. IF YOU ARE UNABLE TO MARK US EXCELLENT FOR ANY REASON (VERY GOOD IS A FAILING GRADE) PLEASE CONTACT US IMMEDIATELY.
CONTACT JENNY OR MATT TO SEE ABOUT SETTING UP AN EXTENDED SERVICE PLAN.

FORD

That ticking sound you hear may be your factory warranty running out ...and even if it has already run out, EasyCare is There! "See your service Advisor for details & Pricing"

***AT WISCASSET FORD, OUR GOAL IS YOUR COMPLETE SATISFACTION.***

*IF YOU ARE PLEASED, PLEASE TELL YOUR FRIENDS - IF NOT, PLEASE CALL OUR SERVICE MANAGER OR OUR PARTS AND SERVICE DIRECTOR IMMEDIATELY. OF COURSE, WE WELCOME YOUR COMMENTS AT ANY TIME!*

WE EMPLOY FORD - TRAINED TECHNICIANS, AND WE USE GENUINE FORD SERVICE PARTS

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. / ENVIRONMENTAL | 0.00 |
| TOTAL CHARGES | 0.00 |
| DISCOUNT | 0.00 |
| SALES TAX | 0.00 |
| **PLEASE PAY THIS AMOUNT** | 0.00 |

Copyright 2014 CDK Global LLC SERVICE INVOICE TYPE 2 - SIDC - IMAGING

**CUSTOMER COPY**

[redacted]

[redacted]

| | | | | | | |
|---|---|---|---|---|---|---|
| 23MAY18 IS | | | | | | |
| 23MAY18 DD03JAN18 | | 17:30 19OCT18 | | 0.00 | CASH | 19OCT18 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:Z87243 DLR:50359 ENG:1.0_Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 13:22 19OCT18 | 13:56 19OCT18 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A PERFORM MULTI-POINT INSPECTIONYou consent to receiving texts from us on your cell phone at the number you have provided You agree that we may contact you regarding service updates or offers via text I | | | |
| 99P PERFORM MULTI-POINT INSPECTIONYou consent to receiving texts from us on your cell phone at the number you have provided You agree that we may contact you regarding service updates or offers via text I | | | |
| 13836 CP | | 0.00 | 0.00 |
| GBATT BATTERY CONDITION IS GOOD | | | |
| 13836 CP | | 0.00 | 0.00 |
| GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME | | | |
| 13836 CP | | 0.00 | 0.00 |
| NBK NO BRAKE MEASUREMENTS TAKEN ON THIS SERVICE VISIT | | | |
| 13836 CP | | 0.00 | 0.00 |
| ********** | | | |
| B You consent to receiving texts from us 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 pro | | | |
| TEXT You consent to receiving texts from us 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 pro | | | |
| 13836 CP | | 0.00 | 0.00 |
| ********** | | | |
| C Up to 5 quarts of Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection | | | |
| MA10 Up to 5 quarts of Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection | | | |

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employee's 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 the above vehicle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in parts shipments neither beyond dealer's control nor for loss or damage to vehicle or articles left in the vehicle in case of fire or any cause beyond our control.

**Disclaimer of Warranties**

The seller herby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

X _____

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

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

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - BIZC - IMAGING

CUSTOMER COPY

[redacted]

[redacted]

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 23MAY18 IS | | | | | | | |
| 23MAY18 DD | 03JAN18 | | 17:30 19OCT18 | | 0.00 | CASH | 19OCT18 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:Z87243 DLR:50359 ENG:1.0_Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 13:22 19OCT18 | 13:56 19OCT18 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| | 13836 | ISP | | | | | (N/C) |
| | 5 | 5W20BULK | CAM 2 SYNTHETIC BLEND OIL | | | | (N/C) |
| | 1 | FL*910*SB12 | FILTER ASY - OIL | | | | (N/C) |

7051 PERFORMED OIL AND FILTER CHANGE, LUBED CHASSIS. NO CHARGE CSI
RE RO 281411 OIL CAP LEFT OFF LAST VISIT

**********

| | |
|---|---|
| COMPANY NAME | FORD PREM ESP |
| COMPANY PHONE | |
| POLICY NUMBER | TBD |
| POLICY TERM | 72 |
| EFFECTIVE DATE | 23 MAY 2018 |
| DEDUCTIBLE | 100.00 |
| MILEAGE LIMIT | |
| BEGIN MILES | 26 |
| END MILES | 60000 |
| COMPONENTS | |

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employee's 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 the above vehicle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in parts shipments neither beyond dealer's control nor for loss or damage to vehicle or articles left in the vehicle in case of fire or any cause beyond our control.

**Disclaimer of Warranties**

The seller herby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

X _____

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

| 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 |

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - 8.2C - IMAGING

CUSTOMER COPY

Case ID: 210502474

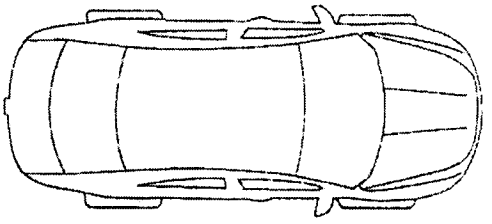
[redacted]

ve
2001

FORD SERVICE

May contribute to vehicle efficiency and promote a greener environment

Check and OK at this time | May require future attention | Requires immediate attention



Note any exterior body damage or defects on diagram

| OK | FILL | | OK | FILL | | OK | FILL | |
|---|---|---|---|---|---|---|---|---|
| ☑ | ☐ | Engine Oil | ☑ | ☐ | Power Steering | ☑ | ☐ | Transmission (If equipped with dipstick) |
| ☑ | ☐ | Brake Reservoir | ☑ | ☐ | Window Washer | ☑ | ☐ | Coolant Recovery Reservoir |

| Serviced | | |
|---|---|---|
| ☐ | Battery State of Health (0% — 100%) | Battery Condition ☑☐☐ |
| | Factory spec cold cranking amps _____ | Actual cold cranking amps _____ |
| ☐ | ☑☐ Cooling System - Hoses and Piping | |
| ☐ | ☑☐ Engine Air Filter | |
| ☐ | ☑☐ Engine Drive Belt(s) | |
| ☐ | ☑☐ Cabin Air Filter N/A | |

**TIRES**

2" to 4/32" / 5mm to 3mm | 3/32" or Less / Less than 3mm

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| ☐ | ☑☐ Left Front Tire Condition | Size: | Tread Depth: | 7, 7, 7 | Tire PSI: | 32 | Age: | |
| ☐ | ☑☐ Right Front Tire Condition | Size: | Tread Depth: | 7, 7 | Tire PSI: | 32 | Age: | |
| ☐ | ☑☐ Left Rear Tire Condition | Size: | Tread Depth: | 7, 7 | Tire PSI: | 32 | Age: | |
| ☐ | ☑☐ Right Rear Tire Condition | Size: | Tread Depth: | 7 | Tire PSI: | 32 | Age: | |
| ☐ | ☑☐ Full Size/Temp Spare Tire Condition | Size: | Tread Depth: | | Tire PSI: | | Age: | |

Spare Not Inspected ☐ No Spare Tire ☐

**BRAKES**

| Serviced | Brake Lining | 4 mm to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm or 2/32" to 3/32" (Drum) | 3mm or less or 4/32" (Disc) or 1mm or 2/32" or less (Drum) | NOT INSPECTED |
|---|---|---|---|---|
| ☐ | ☑☐ Left Front Brake | Pad Thickness: | Rotor Actual: | Rotor Minimum Spec: ☑ |
| ☐ | ☑☐ Right Front Brake | Pad Thickness: | Rotor Actual: | Rotor Minimum Spec: ☑ |
| ☐ | ☑☐ Left Rear Brake | Pad/Shoe Thickness: | Rotor/Drum Actual: | Rotor/Drum Minimum Spec: ☑ |
| ☐ | ☑☐ Right Rear Brake | Pad/Shoe Thickness: | Rotor/Drum Actual: | Rotor/DrumMinimum Spec: ☑ |

**UNDERCARRIAGE**

| | | |
|---|---|---|
| ☐ | ☑☐ Left Front suspension, struts, steering linkage, brake lines/hoses | Notes: |
| ☐ | ☑☐ Right Front suspension, struts, steering linkage, brake lines/hoses | Notes: |
| ☐ | ☑☐ Left Rear suspension, shocks/struts, linkage, brake lines/hoses | Notes: |
| ☐ | ☑☐ Right Rear suspension, shocks/struts, linkage, brake lines/hoses | Notes: |
| ☐ | ☑☐ Exhaust System | Notes: |
| ☐ | ☑☐ Drivetrain | Notes: |

| DESCRIPTION | PARTS | LABOR | TOTAL ESTIMATE |
|---|---|---|---|
| [redacted] | | | |
| IMMEDIATE | | | |
| MAINTENANCE | | | |
| *Tires should be replaced after 6 years. TOTAL | | | |

Advisor: Bob Rauh

Technician: Keota Rajavong

Customer Signature: _____

Technician: _____

Case ID: 210502474

[redacted]

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 23MAY18 IS | | | | | | | |
| 23MAY18 DD | 03JAN18 | | WAIT 28JAN19 | | 0.00 | CASH | 28JAN19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:Z87243 DLR:50359 ENG:1.0_Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 09:50 28JAN19 | 11:27 28JAN19 | |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| A | Up to 5 quarts of Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection, and Tire Rotation. | | | | | | | |
| | WRKS | | | | Up to 5 quarts of Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection, and Tire Rotation. | | | |
| | | | | | 78006 WASHINGTON,LEONARD LIC#: 002637495 | | | |
| | | | | | CP | | | |
| | 1 | | | | FL*910*SB12 FILTER ASY - OIL | | | |
| | 4.3 | | | | XO*5W20*BSP 5W-20 MOTORCRAFT OIL | | | |
| | 10025 | | | | PERFORMED OIL AND FILTER CHANGE, ROTATED TIRES INSPECT | | | |
| | | | | | ********** | | | |
| B | PERFORM MULTI-POINT INSPECTIONYou consent to receiving texts from us on your cell phone at the number you have provided You agree that we may contact you regarding service updates or offers via text I | | | | | | | |
| | 99P | | | | PERFORM MULTI-POINT INSPECTIONYou consent to receiving texts from us on your cell phone at the number you have provided You agree that we may contact you regarding service updates or offers via text I | | | |
| | | | | | 78006 WASHINGTON,LEONARD LIC#: 002637495 | | | |
| | | | | | CP | | | |
| | GTIRE | | | | TIRE TREAD AND WEAR IS OK AT THIS TIME | 0.00 | 0.00 | |
| | | | | | 78006 WASHINGTON,LEONARD LIC#: 002637495 | | | |
| | | | | | CP | | | |
| | GBK | | | | BRAKE LININGS ARE OK AT THIS TIME | 0.00 | 0.00 | |
| | | | | | 78006 WASHINGTON,LEONARD LIC#: 002637495 | | | |
| | | | | | CP | | | |
| | GBATT | | | | BATTERY CONDITION IS GOOD | 0.00 | 0.00 | |
| | | | | | 78006 WASHINGTON,LEONARD LIC#: 002637495 | | | |
| | | | | | CP | | | |
| | 10025 | | | | mpi | 0.00 | 0.00 | |
| | | | | | ********** | | | |

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employee's 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 the above vehicle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in parts shipments neither beyond dealer's control nor for loss or damage to vehicle or articles left in the vehicle in case of fire or any cause beyond our control.

**Disclaimer of Warranties**

The seller herby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

X _____

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

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

[redacted]

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

| | | | | | | |
|---|---|---|---|---|---|---|
| 23MAY18 IS | | | | | | |
| 23MAY18 DD03JAN18 | | WAIT 28JAN19 | | 0.00 | CASH | 28JAN19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:Z87243 DLR:50359 ENG:1.0_Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 09:50 28JAN19 | 11:27 28JAN19 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| C | You consent to receiving texts from us 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 pro | | | | | | |
| | TEXT | | | You consent to receiving texts from us 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 pro | | | |
| | 999 | | CP | | | 0.00 | 0.00 |

**********

| | |
|---|---|
| COMPANY NAME | FORD PREM ESP |
| COMPANY PHONE | |
| POLICY NUMBER | TBD |
| POLICY TERM | 72 |
| EFFECTIVE DATE | 23 MAY 2018 |
| DEDUCTIBLE | 100.00 |
| MILEAGE LIMIT | |
| BEGIN MILES | 26 |
| END MILES | 60000 |
| COMPONENTS | |

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employee's 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 the above vehicle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in parts shipments neither beyond dealer's control nor for loss or damage to vehicle or articles left in the vehicle in case of fire or any cause beyond our control.

**Disclaimer of Warranties**

The seller herby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

X _____

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 33.05 |
| PARTS AMOUNT | 19.59 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 52.64 |
| LESS INSURANCE | 0.00 |
| SALES TAX | [redacted] |
| PLEASE PAY THIS AMOUNT | [redacted] |

Copyright 2016 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

| | | | | | | |
|---|---|---|---|---|---|---|
| 23MAY18 DD | 03JAN18 | | 17:30 02MAY19 | | 0.00 | CASH | 02MAY19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:Z87243 DLR:50359 ENG:1.0_Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 14:15 02MAY19 | 16:40 02MAY19 | |

| LINE OPCODE TECH TYPE HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|
| A | CUSTOMER STATES PERFORM STATE SAFETY & EMISSIONS INSPECTION - PACIFICO FOR LIFE CUSTOMER | | | |
| | 10P CUSTOMER STATES PERFORM STATE SAFETY & EMISSIONS INSPECTION - PACIFICO FOR LIFE CUSTOMER | | | |
| | 74492 TULINA,ANTHONY LIC#: 002335749 | | | |
| | CP | | | |
| | PMF STATE INSPECTION EMISSIONS PROGRAM MANAGEMENT FEE (PMF) | 51.30 | | 51.30 |
| | PAS PA INSPECTION STICKER | 1.65 | | 1.65 |
| | PF10S PACIFICO FOR LIFE - SERVICE DISCOUNT | 7.00 | | 7.00 |
| | PF10P PACIFICO FOR LIFE - PARTS DISCOUNT | -15.00 | | -15.00 |
| | 12000 PERFORMED STATE AND EMISSIONS INSPEC | -5.00 | | -5.00 |
| | ********** | | | |
| B | Up to 5 quarts of Synthetic Blend Oil, Mo | | | |
| | Multi-Point Inspection, and Tire Ro | | | |
| | WRKS Up to 5 quarts of Synthetic Blend Motorcraft Oil Filter, Multi-Point Inspection, and Tire Rotation. | | | |
| | 74492 TULINA,ANTHONY LIC#: 00233 | | | |
| | CP | | | |
| | 1 FL*910*SB12 FILTER ASY - OIL | | | 27.54 |
| | 4.8 XO*5W20*BSP 5W-20 MOTORCRAFT OI | | | 4.58 |
| | 12000 PERFORMED OIL AND FILTER CHANGE, ROTA INSPECT | | | 16.75 |
| | ********** | | | |
| C | PERFORM MULTI-POINT INSPECTIONYou consent to receiving texts from us on your cell phone at the number you have provided You agree that we may contact you regarding service updates or offers via text I | | | |
| | 99P PERFORM MULTI-POINT INSPECTIONYou consent to receiving texts from us on your cell phone at the number you have provided You agree that we may contact you regarding service | | | |

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employee's 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 the above vehicle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in parts shipments neither beyond dealer's control nor for loss or damage to vehicle or articles left in the vehicle in case of fire or any cause beyond our control.

**Disclaimer of Warranties**

The seller herby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

X _____

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

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

© CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

[redacted]

[redacted]

| DELIV. DATE | PROD. DATE | WARR. EXP. | MILEAGE | P.O. NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 23MAY18 IS | | | | | | | |
| 23MAY18 DL | 03JAN18 | | 17:30 02MAY19 | | 0.00 | CASH | 02MAY19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:Z87243 DLR:50359 ENG:1.0_Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 14:15 02MAY19 | 16:40 02MAY19 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| | updates or offers via text I | | | | | | |
| | 74492 TULINA,ANTHONY LIC#: 002335749 | | | | | | |
| | | | CP | | | 0.00 | 0.00 |
| | GBATT BATTERY CONDITION IS GOOD | | | | | | |
| | 74492 TULINA,ANTHONY LIC#: 002335749 | | | | | | |
| | | | CP | | | 0.00 | 0.00 |
| | GBK BRAKE LININGS ARE OK AT THIS TIME | | | | | | |
| | 74492 TULINA,ANTHONY LIC#: 002335749 | | | | | | |
| | | | CP | | | 0.00 | 0.00 |
| | GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME | | | | | | |
| | 74492 TULINA,ANTHONY LIC#: 002335749 | | | | | | |
| | | | CP | | | 0.00 | 0.00 |
| | ********** | | | | | | |
| D | You consent to receiving texts from us 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 pro | | | | | | |
| | TEXT You consent to receiving texts from us 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 pro | | | | | | |
| | 999 | | CP | | | 0.00 | 0.00 |
| | ********** | | | | | | |

| | |
|---|---|
| COMPANY NAME | FORD PREM ESP |
| COMPANY PHONE | |
| POLICY NUMBER | TBD |
| POLICY TERM | 72 |
| EFFECTIVE DATE | 23 MAY 2018 |
| DEDUCTIBLE | 100.00 |
| MILEAGE LIMIT | |
| BEGIN MILES | 26 |
| END MILES | 60000 |

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employee's 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 the above vehicle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in parts shipments neither beyond dealer's control nor for loss or damage to vehicle or articles left in the vehicle in case of fire or any cause beyond our control.

**Disclaimer of Warranties**

The seller herby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

**I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.**

X _____

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

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

© 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

**CUSTOMER COPY**

[redacted]

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 23MAY18 IS<br>23MAY18 DL | 03JAN18 | | 17:30 02MAY19 | | 0.00 | CASH | 02MAY19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:Z87243 DLR:50359 ENG:1.0_Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 14:15 02MAY19 | 16:40 02MAY19 | |

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

ereby authorize the above repair work to be done along with the necessary materials, and hereby grant you d/or your employee's permission to operate the vehicle herein described on streets, highways or elsewhere the purpose of testing and or inspection. An express mechanic's lien is hereby acknowledged on the above icle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in 's shipments neither beyond dealer's control nor for loss or damage to vehicle or articles left in the vehicle ase of fire or any cause beyond our control.

**Disclaimer of Warranties**

seller herby expressly disclaims all warranties, either expressed or implied, including any implied warranty erchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to ne for it any liability in connection with the sale of said products.

NOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 78.84 |
| PARTS AMOUNT | 21.33 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | -11.35 |
| TOTAL CHARGES | 88.82 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 6.42 |
| **PLEASE PAY THIS AMOUNT** | 95.24 |



**CUSTOMER COPY**

[redacted]





[redacted]

**RETAIN THIS DOCUMENT FOR YOUR RECORDS.**

Vehicle tested in accordance with Pa. Code Title 67, Chapter 177

[redacted]

Pacifico Ford, Inc

6701 Essington Avenue

[redacted]

I Agree to Pay Above Total Amount According to Card Issuer Agreement (Merchant Agreement if Credit Voucher).
Merchant / Customer Copy

[redacted]

Pacifico Fora, Inc

[redacted]

Match ZIP: Not Present

[redacted]

[redacted]

[redacted]

| 23MAY18 DD | 03JAN18 | | WAIT 25JUN19 | | 0.00 | CASH | 25JUN19 |
|---|---|---|---|---|---|---|---|
| R.O. OPENED | READY | OPTIONS: SOLD-STK:Z87243 DLR:50359 ENG:1.0_Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT | | | | | |
| 11:07 25JUN19 | 12:05 25JUN19 | | | | | | |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| A | Up to 5 quarts of Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection | | | | | | | |
| | MA10 | | | | Customer states perform engine oil and filter change includes up to 5 quarts of oil additional oil at 290 per quart Check all fluid levels Lube chassis if needed Reset oil life monitor Set tire pressure to spec | | | |
| | | | | | 78087 WASHINGTON,CHRISTOPHER R LIC#: 002598464 CP | | | |
| | 1 | | FL*910*SB12 | | FILTER ASY - OIL | | 17.07 | 17.07 |
| | 4.5 | | XO*5W20*BSP | | 5W-20 MOTORCRAFT OIL | 8.38 | 4.58 | 4.58 |
| | 14028 | | | | PERFORMED OIL AND FILTER CHANGE, LUBED CHASSIS | 3.49 | 3.49 | 15.71 |
| | | | | | ********** | | | |
| B | PERFORM MULTI-POINT INSPECTIONYou consent to receiving texts from us on your cell phone at the number you have provided You agree that we may contact you regarding service updates or offers via text I | | | | | | | |
| | 99P | | | | PERFORM MULTI-POINT INSPECTIONYou consent t[redacted] receiving texts from us on your cell phone at the number you have provided You agree that we may contact you regarding service updates or offers via text I | | | |
| | | | | | 78087 WASHINGTON,CHRISTOPHER R LIC#: 0025 CINT | | | |
| | GBATT | | | | BATTERY CONDITION IS GOOD | | | |
| | | | | | 78087 WASHINGTON,CHRISTOPHER R LIC#: 002598464 CINT | | | |
| | GTIRE | | | | TIRE TREAD AND WEAR IS OK AT THIS TIME | | 0.00 | 0.00 |
| | | | | | 78087 WASHINGTON,CHRISTOPHER R LIC#: 002598464 CINT | | | |
| | NBK | | | | NO BRAKE MEASUREMENTS TAKEN ON THIS SERVICE VISIT | | 0.00 | 0.00 |
| | | | | | 78087 WASHINGTON,CHRISTOPHER R LIC#: 002598464 CINT | | | |
| | | | | | | | 0.00 | 0.00 |

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employee's 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 the above vehicle to secure the amount of repairs thereto. Dealer is not responsible for unavailability of parts or delays in parts shipments neither beyond dealer's control nor for loss or damage to vehicle or articles left in the vehicle in case of fire or any cause beyond our control.

**Disclaimer of Warranties**

The seller herby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED.

X _____

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

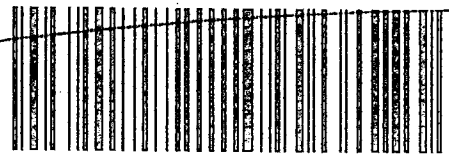
| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| PLEASE PAY THIS AMOUNT | [redacted] |

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - 5120 - IMAGING

CUSTOMER COPY

CERTIFIED MAIL™

ROSENBAUM & ASSOCIATES, P.C.
1818 MARKET STREET
SUITE 3200
PHILADELPHIA, PA. 19103-3611



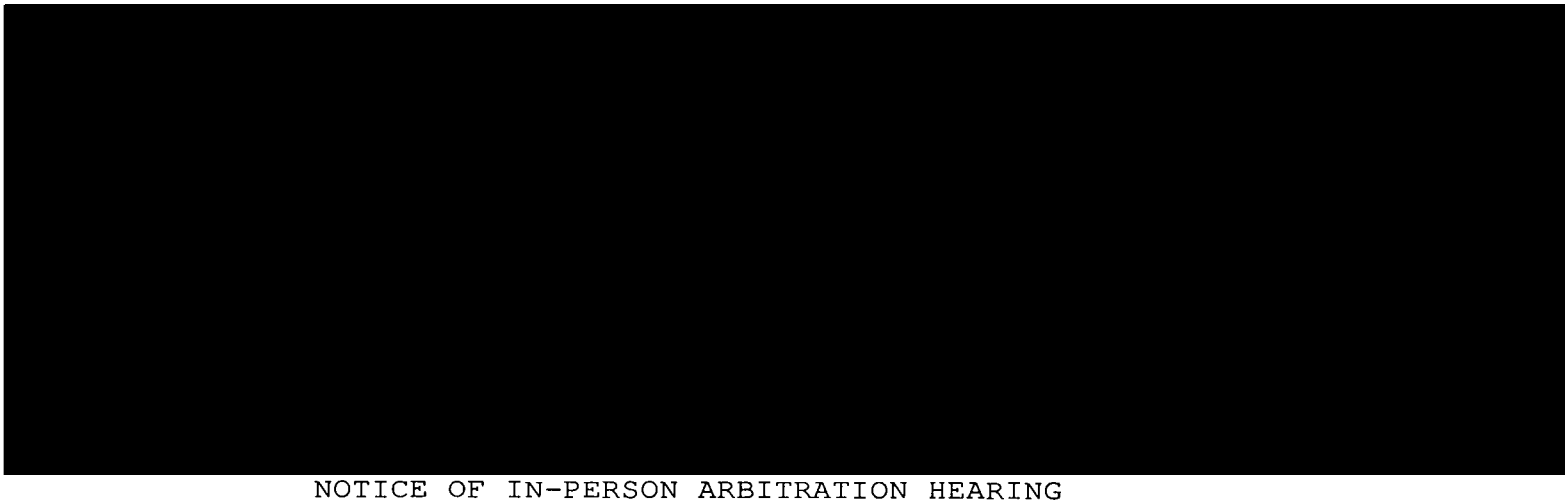
7012 1010 0002 8849 6333

Ford Motor Company
1 American Way
Dearborn, MI 48126

PE23-015 001175 LC SV

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION - CIVIL

MARCH 16, 2022



NOTICE OF IN-PERSON ARBITRATION HEARING

The above captioned case has been scheduled for an Arbitration Hearing on February 09, 2023 AT 10:45 A.M., at the Arbitration Center, 1880 JFK Blvd., 5th Floor Philadelphia, Pa. 19103. Please note that the arbitration hearing will be conducted in-person and thus all counsel, parties, witnesses, and arbitrators must physically appear at the Arbitration Center. See Pennsylvania Supreme Court Order No. 553, dated June 21, 2021 (requiring the Unified Judicial System to "return to pre-pandemic status").

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

All counsel are required to appear promptly at the time and place set forth above.

Any questions regarding this notice should be directed to the Manager of the Arbitration Unit at (215) 686-9590.

TRIAL DIVISION
OFFICE OF CIVIL ADMINISTRATION

PRST 1CL MAILED8196 DS2E69 031722

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
COURT OF COMMON PLEAS-TRIAL DIVISION
OFFICE OF JUDICIAL RECORDS
284 CITY HALL
PHILADELPHIA, PA 19107

OGC

BAHRSMM 48126

XH-1

PE23-015 001177 LC SV



[redacted]

[redacted]

[redacted]

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

[redacted]

[redacted]

disclaims all liability for the information contained in this form, including
contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:**
**Server Name:**

[redacted]

| | |
|---|---|
| Entity Served | |
| Case Number | |
| Jurisdiction | |

| | |
|---|---|
| | |
| | |



[redacted]

**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.*

[redacted]

[redacted]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

[redacted]

vs.

FORD MOTOR COMPANY, a Delaware Corporation and WAYNE GOSSETT FORD, INC., a California Corporation d/b/a ENCINITAS FORD, and DOES 1 through 10, inclusive,

Defendants.

1. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF EXPRESS WARRANTY**
2. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF IMPLIED WARRANTY**
3. **VIOLATION OF THE SONG-BEVERLY ACT SECTION 1793.2**
4. **NEGLIGENT REPAIR**



PE23-015 001183 LC SV

Plaintif[redacted]n individual ("Plaintiff"), alleges as follows against Defendants, FORD MOTOR COMPANY, a Delaware Corporation ("FORD MOTOR COMPANY") and WAYNE GOSSETT FORD, INC., a California Corporation d/b/a ENCINITAS FORD ("ENCINITAS FORD"), and DOES 1 through 10 inclusive, on information and belief, formed after a reasonable inquiry under the circumstances:

**DEMAND FOR JURY TRIAL**

1. Plaintiff, [redacted] hereby demands trial by jury in this action.

**GENERAL ALLEGATIONS**

2. Plaintiff, [redacted] is an individual residing in the City of Oceanside, State of California.

3. Defendant, FORD MOTOR COMPANY, is and was a Delaware Corporation operating and doing business in the State of California.

4. Defendant, ENCINITAS FORD, is and was a California Corporation registered to do business in the State of California with its principal place of business in the City of Encinitas, State of California.

5. These causes of causes of action arise out of warranty and repair obligations of FORD MOTOR COMPANY in connection with a vehicle Plaintiff purchased and for which FORD MOTOR COMPANY issued a written warranty. The warranty was not issued by the selling dealership.

6. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual, or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences, and transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendant, together with appropriate charging allegations, when ascertained.

7. All acts of corporate employees as alleged were authorized or ratified by an officer, director, or managing agent of the corporate employer.



QUILL&ARROW•LLP
ATTORNEYS AT LAW

8. Each Defendant, whether actually or fictitiously named herein, was the principal, agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal or within the course and scope of such employment or agency, took some part in the acts and omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief prayed for herein.

9. On July 3, 2019, Plaintiff purchased a 2019 Ford EcoSport, having VIN No.: MAJ3S2GE8KC[redacted] the Subject Vehicle"). These causes of action arise out of warranty and repair obligations of FORD MOTOR COMPANY in connection with a vehicle that Plaintiff purchased and for which FORD MOTOR COMPANY issued a written warranty. The warranty was not issued by the selling dealership.

10. FORD MOTOR COMPANY warranted the Subject Vehicle and agreed to preserve or maintain the utility or performance of Plaintiff's vehicle or to provide compensation if there was a failure in such utility or performance. In connection with the purchase, Plaintiff received various warranties, inter alia, a 3-year/36,000 mile express bumper to bumper warranty, a 5-year/60,000 mile powertrain warranty which, inter alia, covers the engine and the transmission, as well as various emissions warranties that exceed the time and mileage limitations of the bumper to bumper and powertrain warranties.

11. The Subject Vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, electrical, transmission, structural, and engine system defects.

12. Plaintiff hereby revokes acceptance of the sales contract.

13. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

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

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

16. Plaintiff hereby demands trial by jury in this action.



QUILL&ARROW•LLP
ATTORNEYS AT LAW

## FIRST CAUSE OF ACTION

**Violation of the Song-Beverly Act – Breach of Express Warranty**

**(Against Defendant FORD MOTOR COMPANY)**

17. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

18. The Subject Vehicle was sold to Plaintiff with express warranties that the Subject Vehicle would be free from defects in materials, nonconformity, or workmanship during the applicable warranty period and to the extent that the Subject Vehicle had defects, Defendant FORD MOTOR COMPANY would repair the defects.

19. The Subject Vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, electrical, transmission, structural, and engine system defects.

20. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff has used the Subject Vehicle primarily for those purposes.

21. Plaintiff is the "buyer" of consumer goods under the Act.

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

23. The foregoing defects and nonconformities to warranty manifested themselves in the Subject Vehicle within the applicable express warranty period. The nonconformities substantially impair the use, value, and/or safety of the vehicle.

24. Plaintiff delivered the vehicle to an authorized FORD MOTOR COMPANY repair facility for repair of the nonconformities.

25. Defendant was unable to conform Plaintiff's vehicle to the applicable express warranty after a reasonable number of repair attempts.

26. Notwithstanding Plaintiff's entitlement, Defendant FORD MOTOR COMPANY has failed to either promptly replace the new motor vehicle or to promptly make restitution in accordance with the Song-Beverly Act.



QUILL&ARROW•LLP
ATTORNEYS AT LAW

27. By failure of Defendant to remedy the defects as alleged above or to issue a refund or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

28. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle less that amount directly attributable to use by the Plaintiff prior to the first presentation of the nonconformities.

29. Plaintiff is entitled to all incidental, consequential, and general damages resulting from Defendant's failure to comply with its obligations under the Song-Beverly Act.

30. Plaintiff is entitled under the Song-Beverly 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.

31. Because Defendant willfully violated the Song-Beverly Act, Plaintiff is entitled, in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages for FORD MOTOR COMPANY's willful failure to comply with its responsibilities under the Act.

## SECOND CAUSE OF ACTION

### Violation of the Song-Beverly Act – Breach of Implied Warranty

### (Against Defendant FORD MOTOR COMPANY)

32. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

33. FORD MOTOR COMPANY and its authorized dealership at which Plaintiff purchased the subject vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the subject vehicle. The Subject Vehicle was accompanied by implied warranties provided for under the law.

34. Among other warranties, the Subject Vehicle was accompanied by an implied warranty that the Subject vehicle was merchantable pursuant to Civil Code section 1792.

35. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability means and includes that the Vehicle will comply with each of the following requirements: (1) The Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately



QUILL&ARROW • LLP
ATTORNEYS AT LAW

contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of fact made on the container or label.

36. The Subject Vehicle was not fit for the ordinary purpose for which such goods are used because it was equipped with one or more defective vehicle systems/components.

37. The Subject Vehicle did not measure up to the promises or facts stated on the container or label because it was equipped with one or more defective vehicle systems/components.

38. The Subject Vehicle was not of the same quality as those generally accepted in the trade because it was sold with one or more defective vehicle systems/components which manifested as electrical, transmission, structural, and engine system defects.

39. Upon information and belief, the defective vehicle systems and components were present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied warranty under *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other applicable laws.

40. Plaintiff is entitled to justifiably revoke acceptance of the subject vehicle under Civil Code, section 1794, *et seq.*

41. Plaintiff hereby revokes acceptance of the Subject Vehicle.

42. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, *et seq.*

43. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794, *et seq.* and Commercial Code, section 2711.

44. Plaintiff is entitled to recover any incidental, consequential, and/or "cover" damages under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*

## THIRD CAUSE OF ACTION

### Violation of the Song-Beverly Act Section 1793.2(b)

### (Against Defendant FORD MOTOR COMPANY)

45. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

46. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells



QUILL & ARROW • LLP
ATTORNEYS AT LAW

consumer goods in California, for which it has made an express warranty, shall maintain service and repair facilities or designate and authorize independent service and repair facilities to carry out the terms of those warranties.

47. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of goods are necessary because they do not conform with the applicable express warranties, service and repair shall be commenced within a reasonable time by the manufacturer or its representative.

48. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable time.

49. The sale of the Subject Vehicle was accompanied by express warranties, including a warranty guaranteeing that the subject vehicle was safe to drive and not equipped with defective parts, including the electrical system.

50. Plaintiff delivered the subject vehicle to FORD MOTOR COMPANY's authorized service representatives on multiple occasions. The subject vehicle was delivered for repairs of defects, which amount to nonconformities to the express warranties that accompanied the sale of the subject vehicle.

51. Defendant's authorized facilities did not conform the Subject Vehicle to warranty within 30-days and/or commence repairs within a reasonable time, and FORD MOTOR COMPANY has failed to tender the subject vehicle back to Plaintiff in conformance with its warranties within the timeframes set forth in Civil Code section 1793.2(b).

52. Plaintiff is entitled to justifiably revoke acceptance of the subject vehicle under Civil Code, section 1794, *et seq.*

53. Plaintiff hereby revokes acceptance of the subject vehicle.

54. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, *et seq.*

55. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794, *et seq.* and Commercial Code, section 2711.

56. Plaintiff is entitled to recover any "cover" damages under Commercial Code



QUILL&ARROW•LLP
ATTORNEYS AT LAW

sections 2711, 2712, and Civil Code, section 1794, *et seq.*

57. Plaintiff is entitled to recover all incidental and consequential damages pursuant to 1794 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq.*

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

## FOURTH CAUSE OF ACTION

### Negligent Repair

### (Against Defendant ENCINITAS FORD)

59. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as through herein fully restated and re-alleged.

60. Plaintiff delivered the Subject Vehicle to Defendant ENCINITAS FORD for repairs on numerous occasions.

61. Defendant ENCINITAS FORD owed a duty to Plaintiff to use ordinary care and skill in storage, preparation, and repair of the Subject Vehicle in accordance with industry standards.

62. Defendant ENCINITAS FORD breached its duty to Plaintiff to ordinary care and skill by failing to properly store, prepare, and repair of the Subject Vehicle in accordance with industry standards.

63. Defendant ENCINITAS FORD's negligent breach of its duties owed to Plaintiff was a proximate cause of Plaintiff's damages.

///

///

///

///

///

///

///



QUILL&ARROW•LLP
ATTORNEYS AT LAW

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For general, special, and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiff's actual damages;
6. For prejudgment interest at the legal rate;
7. For reasonable attorney's fees and costs of suit; and

For such other and further relief as the Court deems just and proper under the circumstances.

Dated: May 2, 2023

QUILL & ARROW LLP

[redacted]

Plaintiff, [redacted] hereby demands trial by jury in this action.

QUILL&ARROW•LLP
ATTORNEYS AT LAW

[redacted]

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**
- [x] 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 [x] 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. [x] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [x] punitive
4. Number of causes of action *(specify)*: 4
5. This case [ ] is [x] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related c[redacted]

Date: May 2, 2023

Kevin Y. Jacobson, Esq.
(TYPE OR PRINT NAME)

[redacted]RTY)

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

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

### CASE TYPES AND EXAMPLES

**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

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2023-00018506-CU-BC-CTL CASE TITLE: Mendez vs Ford Motor Company [IMAGED]

**NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:**
**(1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),**
**(2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), *and***
**(3) the Notice of Case Assignment form (SDSC form #CIV-721).**

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

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

### Potential Advantages and Disadvantages of ADR

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

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

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

### Most Common Types of ADR

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

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

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

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

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

## Local ADR Programs for Civil Cases

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

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

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

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

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

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

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

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

## Legal Representation and Advice

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

[redacted]

Judge: James A Mangione

Department: C-75

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

- ☐ Mediation (court-connected)
- ☐ Mediation (private)
- ☐ Voluntary settlement conference (private)
- ☐ Neutral evaluation (private)
- ☐ Non-binding private arbitration
- ☐ Binding private arbitration
- ☐ Non-binding judicial arbitration (discovery until 15 days before trial)
- ☐ Non-binding judicial arbitration (discovery until 30 days before trial)
- ☐ Other (*specify e.g., private mini-trial, private judge, etc.*): _____

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

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

Date: _____

Name of Plaintiff

Signature

Name of Plaintiff's Attorney

Signature

Date: _____

Name of Defendant

Signature

Name of Defendant's Attorney

Signature

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

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

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

Dated: 05/03/2023

JUDGE OF THE SUPERIOR COURT

[redacted]

Judge: James A Mangione

Department: C-75

**COMPLAINT/PETITION FILED:** 05/02/2023

| TYPE OF HEARING SCHEDULED | DATE | TIME | DEPT | JUDGE |
|---|---|---|---|---|
| Civil Case Management Conference | 10/27/2023 | 10:30 am | C-75 | James A Mangione |

**Due to the COVID-19 pandemic, all Case Management Conferences (CMCs) are being conducted virtually unless there is a court order stating otherwise.** Prior to the hearing date, visit the "virtual hearings" page for the most current instructions on how to appear for the applicable case-type/department on the court's website at www.sdcourt.ca.gov.

A Case Management Statement (JC Form #CM-110) must be completed by counsel for all parties and by all self-represented litigants and timely filed with the court at least 15 days prior to the initial CMC. (San Diego Superior Court (SDSC) Local Rules, rule 2.1.9; Cal. Rules of Court, rule 3.725).

All counsel of record and self-represented litigants must appear at the CMC, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of Alternative Dispute Resolution (ADR) options.

It is the duty of each plaintiff (and cross-complainant) to serve a copy of this Notice of Case Assignment and Case Management Conference (SDSC Form #CIV-721) with the complaint (and cross-complaint), the Alternative Dispute Resolution (ADR) Information Form (SDSC Form # CIV-730), a Stipulation to Use Alternative Dispute Resolution (ADR) (SDSC Form # CIV-359), and other documents on all parties to the action as set out in SDSC Local Rules, rule 2.1.5.

TIME FOR SERVICE AND RESPONSE: The following rules apply to civil cases except for collections cases under California Rules of Court, rule 3.740(a), unlawful detainer actions, proceedings under the Family Code, and other proceedings for which different service requirements are prescribed by law (Cal. Rules of Court, rule 3.110; SDSC Local Rules, rule 2.1.5):

- **Service:** The complaint must be served on all named defendants, and proof of service filed with the court within 60 days after filing the complaint. An amended complaint adding a defendant must be served on the added defendant and proof of service filed within 30 days after filing of the amended complaint. A cross-complaint against a party who has appeared in the action must be accompanied by proof of service on that party at the time it is filed. If it adds a new party, the cross-complaint must be served on all parties and proof of service on the new party must be filed within 30 days of the filing of the cross-complaint.
- **Defendant's appearance:** Unless a special appearance is made, each defendant served must generally appear (as defined in Code of Civ. Proc. § 1014) within 30 days of service of the complaint/cross-complaint.
- **Extensions:** The parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint (SDSC Local Rules, rule 2.1.6). If a party fails to serve and file pleadings as required under this rule, and has not obtained an order extending time to serve its pleadings, the court may issue an order to show cause why sanctions shall not be imposed.

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

COURT REPORTERS: Official Court Reporters are not normally available in civil matters, but may be requested in certain situations no later than 10 days before the hearing date. See SDSC Local Rules, rule 1.2.3 and Policy Regarding Normal Availability and Unavailability of Official Court Reporters (SDSC Form #ADM-317) for further information.

ALTERNATIVE DISPUTE RESOLUTION (ADR): The court discourages any unnecessary delay in civil actions; therefore, continuances are discouraged and timely resolution of all actions, including submitting to any form of ADR is encouraged. The court encourages and expects the parties to consider using ADR options prior to the CMC. The use of ADR will be discussed at the CMC. Prior to the CMC, parties stipulating to the ADR process may file the Stipulation to Use Alternative Dispute Resolution (SDSC Form #CIV-359).

# NOTICE OF E-FILING REQUIREMENTS AND IMAGED DOCUMENTS

Effective April 15, 2021, e-filing is required for attorneys in represented cases in all limited and unlimited civil cases, pursuant to the San Diego Superior Court General Order: In Re Procedures Regarding Electronically Imaged Court Records, Electronic Filing and Access to Electronic Court Records in Civil and Probate Cases. Additionally, you are encouraged to review CIV-409 for a listing of documents that are not eligible for e-filing. E-filing is also encouraged, but not mandated, for self-represented litigants, unless otherwise ordered by the court. All e-filers are required to comply with the e-filing requirements set forth in Electronic Filing Requirements (Civil) (SDSC Form #CIV-409) and Cal. Rules of Court, rules 2.250-2.261.

All Civil cases are assigned to departments that are part of the court's "Imaging Program." This means that original documents filed with the court will be imaged, held for 30 days, and then destroyed, with the exception of those original documents the court is statutorily required to maintain. The electronic copy of the filed document(s) will be the official court record, pursuant to Government Code § 68150. Thus, original documents should not be attached to pleadings filed with the San Diego Superior Court, unless it is a document for which the law requires an original be filed. Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant, or petitioner to serve a copy of this Notice of Case Assignment and Case Management Conference (Civil) (SDSC Form #CIV-721) with the complaint, cross-complaint, or petition on all parties to the action.

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

The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and may be found on the court's website at www.sdcourt.ca.gov.



# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
48660 Pontiac Trail, #930792
Wixom, MI 48393

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


August 25, 2023

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

[redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests o[redacted] relating to the purchase of the above-mentioned vehicle. Let this immediately cease and desist all communications with our client. **The only exception is the dealership may communicate with our client in reference to current and future repairs. The dealer must also provide all necessary documentation for our client including but not limited to repair orders, sales documents and current registration.** Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

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

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

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

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Edward L. Ewald Jr.
Attorney for Plaintiff

CC: Avis Ford, Inc., 29200 Telegraph Rd, Southfield, MI 48034

669963X3X1XPRI
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach, FL 33160

FORD MOTOR COMPANY

SEP 13 REC'D

OFFICE OF THE GENERAL COUNSEL

1**********SNGLP 480

USPS CERTIFIED MAIL™

9214 8901 3247 3400 1892 7675 97

PRESORTED
FIRST-CLASS MAIL
POSTAGE AND FEES PAID
C2M LLC
22202

CASEMAIL®

**NOTICE:**
The enclosed documents were mailed on behalf of the sender by CaseMail. www.CaseMail.us

Ford Motor Company
PO Box 6248
Dearborn, MI 48121-6248

CASEMAIL®

# CERTIFICATE OF SERVICE

[redacted]

The enclosed documents marked with the CASEMAIL ID listed above, were deposited for delivery by The United States Postal Service, via **First class Certified mail with return signature.** prepaid, with sufficient postage thereon to the recipient listed below.

On Behalf of:
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach FL 33160

Recipient:
Ford Motor Company
PO Box 6248
Dearborn MI 48121-6248

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have mailed the enclosed document(s) marked with the above listed CASEMAL ID hereto in the manner shown and prepared a Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

[redacted]

DIGITAL STAMP:



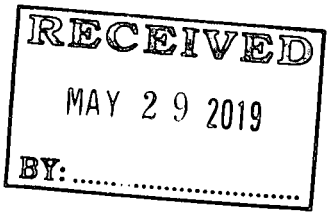
UNITED STATES POSTAL SERVICE®
*Approved Postal Provider®*



D180853
(#108840)



LEMON LAW
PARTNERS LLP




**VIA U.S. CERTIFIED MAIL**

May 24, 2019

Privileged Communication:
*Cal. Evidence Code § 1152*

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

Re: Lemon Law Claim of May Miranda

Dear Sir or Madam:

Ms. [redacted] has retained my services to assist her in obtaining relief for her defective 2018 Ford Ecosport, VIN MAJ3P1TE5JC[redacted] which she purchased from Future Ford of Concord ("the Dealer") on August 18, 2018. As I now represent Ms. May, please direct any and all further communications regarding this matter to my office. Please note that this letter serves as a formal demand that your company comply with its legal obligations to Ms. May, including, but not limited to, those under the purchase agreement and California Civil Code Section 1793.2(d). This letter also serves as a preliminary notice and demand for corrective action pursuant to the provisions of California Civil Code section 1782 on behalf of my client and all other similarly situated persons.

As you may already know from [redacted] numerous visits to the Dealer, the automobile has been plagued by significant system failures. The vehicle will intermittently shut down completely, lose power completely, or lose power partially. The vehicle is currently undergoing its third repair attempt. To date, the vehicle has been out of service for 145 days. Despite repeated efforts during which significant engine components have been replaced, Ford Motor Company has been unable to resolve the problem.

Thus, [redacted] is faced with an automobile that cannot be repaired by the people most knowledgeable about it. She has lost all faith in the reliability of the vehicle. Indeed, in its current state, the vehicle's use, safety, and value have been compromised. The repeated repair visits and substantial time without the automobile have become a major inconvenience. The severe engine failures not only result in [redacted] nable to use the automobile for its intended purpose, it also poses a significant safety risk to her, other drivers, and pedestrians. In addition, if [redacted] were to try to sell the vehicle on the used-market, she would find that its value has significantly dropped.

With no other solution in sigh[redacted]s naturally considering her legal options, which are considerable. For example, California's "lemon law," Civil Code section 1790, *et seq.*, provides for economic damages, civil penalties of twice those damages, and full attorneys' fees and court costs. *See* Cal. Civ. Code § 1794. Making this case will be rather easy since the automobile has been presented for repair at least three times and has spent at least 145 days out of service but the issue currently remains. *See* Cal. Civ. Code § 1793.2(d)(1). Moreover, these repair attempts all occurred within the first 18 months of ownership and within the first 18,000 miles of use. In other words, through two separate statutory provisions, the vehicle is now presumptively considered a "lemon." *See* Cal. Civ. Code § 1793.22(b)(2)-(3).

As you may know, California courts routinely impose significant judgments against manufacturers that refuse to refund a consumer's money, despite evidence of a defect—particularly if they require the consumer to litigate their claims. *See, e.g., Lukather v. General Motors, LLC* (2010) 181 Cal.App.4th 1041 ($185,000 for defective Cadillac); *Orozco v. Ford Motor Company* (2006) ($155,000 for defective Ford F-250); *Tabata Properties v. General Motors Corporation* (2004) ($90,000 for defective 2004 Cadillac); *Jiagbogu v. Mercedes-Benz USA* (2004) 118 Cal.App.4th 1235 ($206,000 for defective Mercedes); *Nightingale v. Hyundai Motor America* (1994) 31 Cal. App. 4th 99 ($149,000 for defective Hyundai); *Levy v. Toyota Motor Sales, U.S.A., Inc.* (1992) 4 Cal.App.4th 807 ($56,000 for defective Toyota).

Fortunately [redacted]would prefer to resolve this matter quickly and amicably, as she is not a litigious person. Given the significant costs and risks associated with litigation, an informal [redacted]uld surely be in your company's interests as well. With that in mind, I propose that [redacted]immediately return the automobile, in exchange for a full refund of all money spent on it. Of course, the statute also requires that her legal fees and costs be covered. *See* Cal. Civ. Code § 1794(d), (e). These expenses are presently very modest but will escalate quickly if litigation is necessary.

If your company will agree to these very reasonable—and statutorily mandated—terms, [redacted] prepared to waive her right to seek damages and penalties. Should you like to discuss this matter, I can be reached at the telephone number and address shown above.

This offer will expire at 5:00 p.m. on June 24, 2019. If I do not hear from you by then, I will presume that Ford Motor Company is not interested in resolving this matter informally and will proceed accordingly.

Thank you for your anticipated cooperation. I hope to hear from you soon.

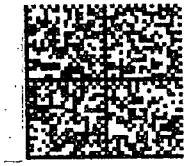
Yours truly,

[redacted]

CERTIFIED MAIL™



7010 2780 0000 9743 8976



UNITED STATES POSTAGE
PITNEY BOWES
$006.80⁰
02 1P
0000650928 MAY 24 2019
MAILED FROM ZIP CODE 94710

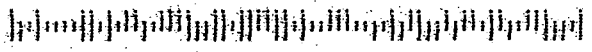


LEMON LAW
PARTNERS LLP
1808 Sixth Street, Berkeley, CA 94710

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

MAY 28 2019
MAY 28 2019

48121-624848



PE23-015 001205 LC SV



LEMBERG LAW

**Trinette G. Kent, Esq.**
**Associate**
✆ +1.203.653.2250 x 5533
☎ +1.203.653.3424
✉ tkent@lemberglaw.com

[redacted]

Lemberg Law L.L.C. is writing on behalf of the above client with regard to the above vehicle purchased. **Please consider this your notice for an opportunity to correct the defects specified below.** We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting California consumers, including the California Unfair Trade Practices Act. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service over 30 days and subject to repair due to the engine failure and the vehicle remains unrepaired.

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

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

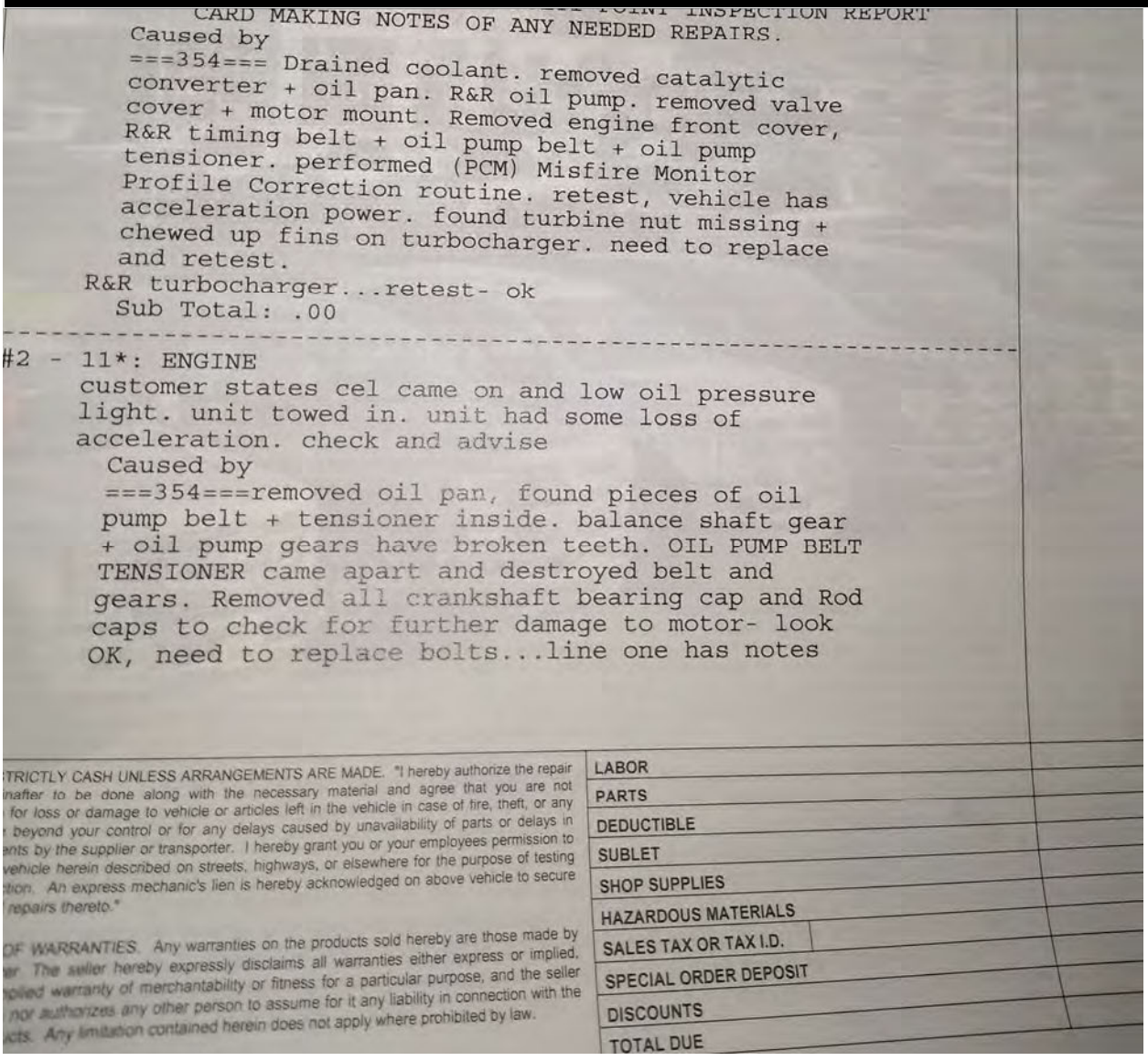
Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

*/s/ Trinette Kent*

Trinette Kent, Esq.

[redacted]



CARD MAKING NOTES OF ANY NEEDED REPAIRS.
Caused by
===354=== Drained coolant. removed catalytic converter + oil pan. R&R oil pump. removed valve cover + motor mount. Removed engine front cover, R&R timing belt + oil pump belt + oil pump tensioner. performed (PCM) Misfire Monitor Profile Correction routine. retest, vehicle has acceleration power. found turbine nut missing + chewed up fins on turbocharger. need to replace and retest.
R&R turbocharger...retest- ok
Sub Total: .00

---

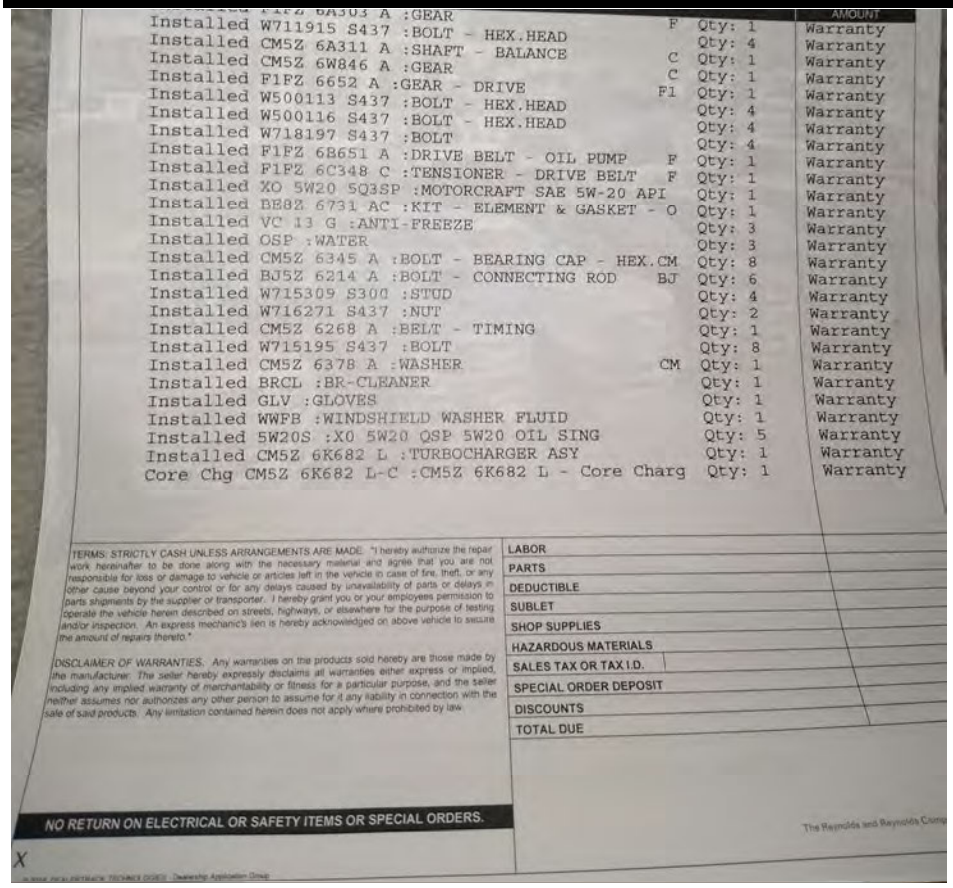
#2 - 11*: ENGINE
customer states cel came on and low oil pressure light. unit towed in. unit had some loss of acceleration. check and advise
Caused by
===354===removed oil pan, found pieces of oil pump belt + tensioner inside. balance shaft gear + oil pump gears have broken teeth. OIL PUMP BELT TENSIONER came apart and destroyed belt and gears. Removed all crankshaft bearing cap and Rod caps to check for further damage to motor- look OK, need to replace bolts...line one has notes

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

OF WARRANTIES. Any warranties on the products sold hereby are those made by er. The seller hereby expressly disclaims all warranties either express or implied, plied warranty of merchantability or fitness for a particular purpose, and the seller nor authorizes any other person to assume for it any liability in connection with the cts. 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 | |

[redacted]



| | | | | |
|---|---|---|---|---|
| | F1FZ 6A303 A :GEAR | | | AMOUNT |
| Installed | W711915 S437 :BOLT - HEX.HEAD | F | Qty: 1 | Warranty |
| Installed | CM5Z 6A311 A :SHAFT - BALANCE | | Qty: 4 | Warranty |
| Installed | CM5Z 6W846 A :GEAR | C | Qty: 1 | Warranty |
| Installed | F1FZ 6652 A :GEAR - DRIVE | C | Qty: 1 | Warranty |
| Installed | W500113 S437 :BOLT - HEX.HEAD | F1 | Qty: 1 | Warranty |
| Installed | W500116 S437 :BOLT - HEX.HEAD | | Qty: 4 | Warranty |
| Installed | W718197 S437 :BOLT | | Qty: 4 | Warranty |
| Installed | F1FZ 6B651 A :DRIVE BELT - OIL PUMP | F | Qty: 4 | Warranty |
| Installed | F1FZ 6C348 C :TENSIONER - DRIVE BELT | F | Qty: 1 | Warranty |
| Installed | XO 5W20 SQ3SP :MOTORCRAFT SAE 5W-20 API | | Qty: 1 | Warranty |
| Installed | BE8Z 6731 AC :KIT - ELEMENT & GASKET - O | | Qty: 1 | Warranty |
| Installed | VC 13 G :ANTI-FREEZE | | Qty: 1 | Warranty |
| Installed | OSP :WATER | | Qty: 3 | Warranty |
| Installed | CM5Z 6345 A :BOLT - BEARING CAP - HEX.CM | | Qty: 3 | Warranty |
| Installed | BJ5Z 6214 A :BOLT - CONNECTING ROD | BJ | Qty: 8 | Warranty |
| Installed | W715309 S300 :STUD | | Qty: 6 | Warranty |
| Installed | W716271 S437 :NUT | | Qty: 4 | Warranty |
| Installed | CM5Z 6268 A :BELT - TIMING | | Qty: 2 | Warranty |
| Installed | W715195 S437 :BOLT | | Qty: 1 | Warranty |
| Installed | CM5Z 6378 A :WASHER | CM | Qty: 8 | Warranty |
| Installed | BRCL :BR-CLEANER | | Qty: 1 | Warranty |
| Installed | GLV :GLOVES | | Qty: 1 | Warranty |
| Installed | WWFB :WINDSHIELD WASHER FLUID | | Qty: 1 | Warranty |
| Installed | 5W20S :XO 5W20 QSP 5W20 OIL SING | | Qty: 5 | Warranty |
| Installed | CM5Z 6K682 L :TURBOCHARGER ASY | | Qty: 1 | Warranty |
| Core Chg | CM5Z 6K682 L-C :CM5Z 6K682 L - Core Charg | | Qty: 1 | Warranty |

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

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

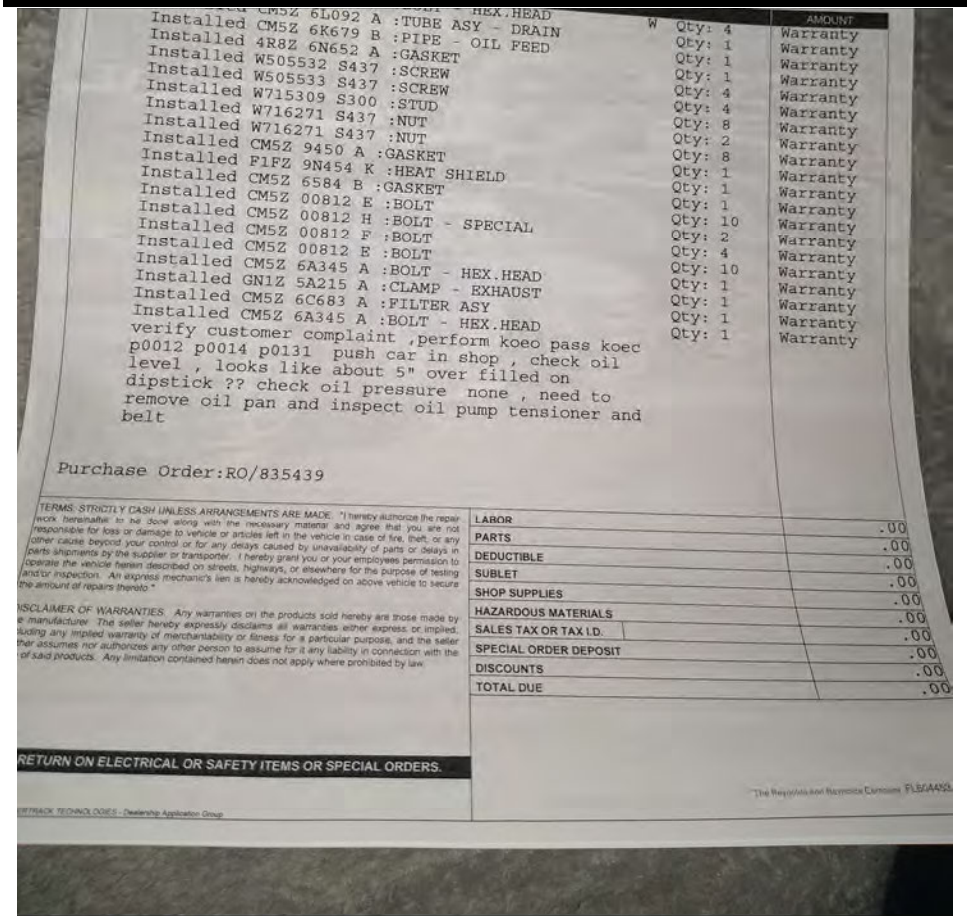
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

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

The Reynolds and Reynolds Comp

[redacted]



| | | | |
|---|---|---|---|
| | Installed CM5Z 6L092 A :TUBE ASY - DRAIN | W Qty: 4 | Warranty |
| | Installed CM5Z 6K679 B :PIPE - OIL FEED | Qty: 1 | Warranty |
| | Installed 4R8Z 6N652 A :GASKET | Qty: 1 | Warranty |
| | Installed W505532 S437 :SCREW | Qty: 1 | Warranty |
| | Installed W505533 S437 :SCREW | Qty: 4 | Warranty |
| | Installed W715309 S300 :STUD | Qty: 4 | Warranty |
| | Installed W716271 S437 :NUT | Qty: 8 | Warranty |
| | Installed W716271 S437 :NUT | Qty: 2 | Warranty |
| | Installed CM5Z 9450 A :GASKET | Qty: 8 | Warranty |
| | Installed F1FZ 9N454 K :HEAT SHIELD | Qty: 1 | Warranty |
| | Installed CM5Z 6584 B :GASKET | Qty: 1 | Warranty |
| | Installed CM5Z 00812 E :BOLT | Qty: 1 | Warranty |
| | Installed CM5Z 00812 H :BOLT - SPECIAL | Qty: 10 | Warranty |
| | Installed CM5Z 00812 F :BOLT | Qty: 2 | Warranty |
| | Installed CM5Z 00812 E :BOLT | Qty: 4 | Warranty |
| | Installed CM5Z 6A345 A :BOLT - HEX.HEAD | Qty: 10 | Warranty |
| | Installed GN1Z 5A215 A :CLAMP - EXHAUST | Qty: 1 | Warranty |
| | Installed CM5Z 6C683 A :FILTER ASY | Qty: 1 | Warranty |
| | Installed CM5Z 6A345 A :BOLT - HEX.HEAD | Qty: 1 | Warranty |
| | verify customer complaint ,perform koeo pass koec p0012 p0014 p0131 push car in shop , check oil level , looks like about 5" over filled on dipstick ?? check oil pressure none , need to remove oil pan and inspect oil pump tensioner and belt | Qty: 1 | Warranty |

Purchase Order:RO/835439

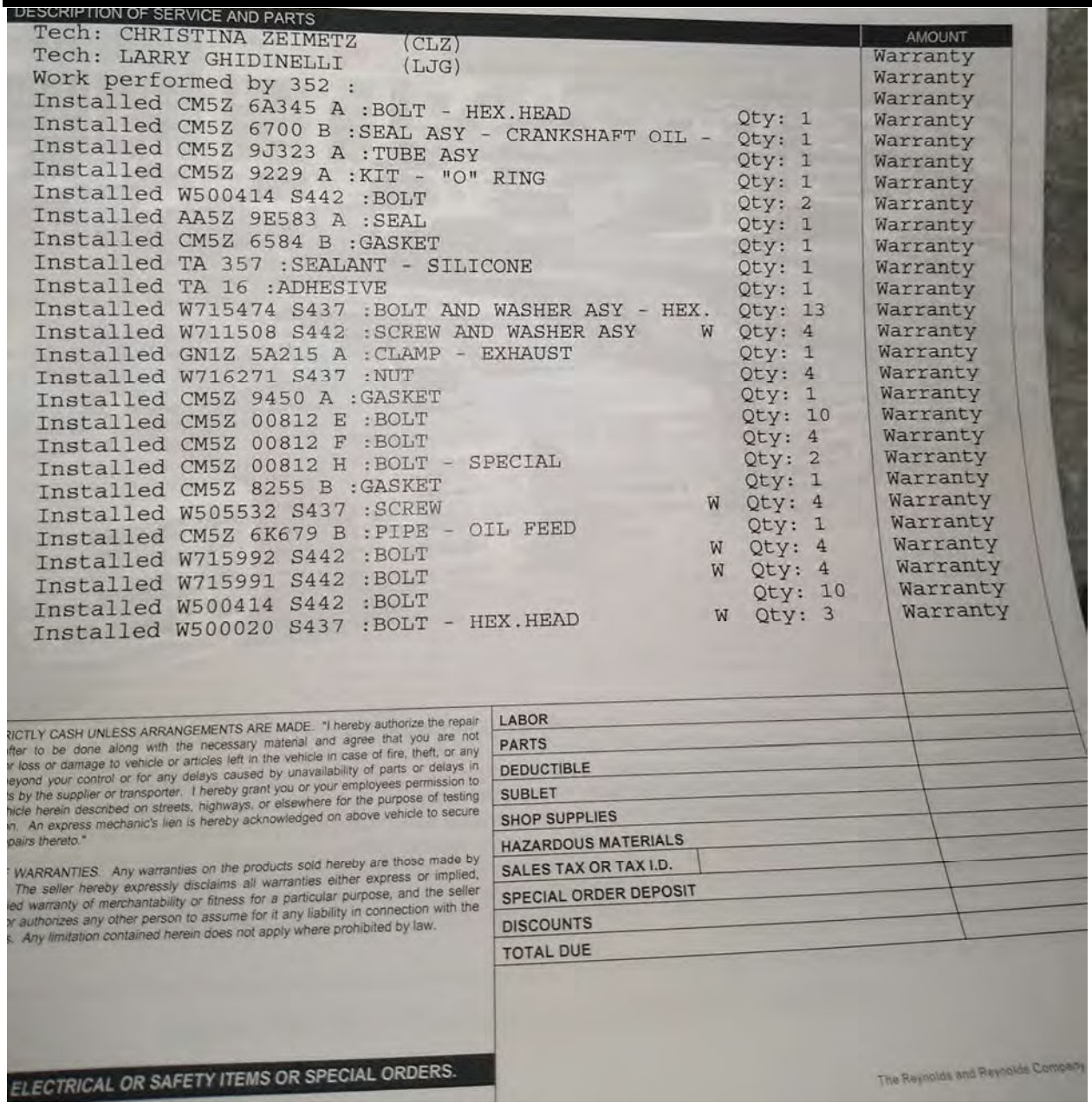
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control 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.

RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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

[redacted]



DESCRIPTION OF SERVICE AND PARTS

| | | | AMOUNT |
|---|---|---|---|
| Tech: CHRISTINA ZEIMETZ (CLZ) | | | Warranty |
| Tech: LARRY GHIDINELLI (LJG) | | | Warranty |
| Work performed by 352 : | | | Warranty |
| Installed CM5Z 6A345 A :BOLT - HEX.HEAD | | Qty: 1 | Warranty |
| Installed CM5Z 6700 B :SEAL ASY - CRANKSHAFT OIL - | | Qty: 1 | Warranty |
| Installed CM5Z 9J323 A :TUBE ASY | | Qty: 1 | Warranty |
| Installed CM5Z 9229 A :KIT - "O" RING | | Qty: 1 | Warranty |
| Installed W500414 S442 :BOLT | | Qty: 2 | Warranty |
| Installed AA5Z 9E583 A :SEAL | | Qty: 1 | Warranty |
| Installed CM5Z 6584 B :GASKET | | Qty: 1 | Warranty |
| Installed TA 357 :SEALANT - SILICONE | | Qty: 1 | Warranty |
| Installed TA 16 :ADHESIVE | | Qty: 1 | Warranty |
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. | | Qty: 13 | Warranty |
| Installed W711508 S442 :SCREW AND WASHER ASY | W | Qty: 4 | Warranty |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | | Qty: 1 | Warranty |
| Installed W716271 S437 :NUT | | Qty: 4 | Warranty |
| Installed CM5Z 9450 A :GASKET | | Qty: 1 | Warranty |
| Installed CM5Z 00812 E :BOLT | | Qty: 10 | Warranty |
| Installed CM5Z 00812 F :BOLT | | Qty: 4 | Warranty |
| Installed CM5Z 00812 H :BOLT - SPECIAL | | Qty: 2 | Warranty |
| Installed CM5Z 8255 B :GASKET | | Qty: 1 | Warranty |
| Installed W505532 S437 :SCREW | W | Qty: 4 | Warranty |
| Installed CM5Z 6K679 B :PIPE - OIL FEED | | Qty: 1 | Warranty |
| Installed W715992 S442 :BOLT | W | Qty: 4 | Warranty |
| Installed W715991 S442 :BOLT | W | Qty: 4 | Warranty |
| Installed W500414 S442 :BOLT | | Qty: 10 | Warranty |
| Installed W500020 S437 :BOLT - HEX.HEAD | W | Qty: 3 | Warranty |

RICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair ifter to be done along with the necessary material and agree that you are not r loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any eyond your control or for any delays caused by unavailability of parts or delays in s by the supplier or transporter. I hereby grant you or your employees permission to hicle herein described on streets, highways, or elsewhere for the purpose of testing n. An express mechanic's lien is hereby acknowledged on above vehicle to secure pairs thereto."

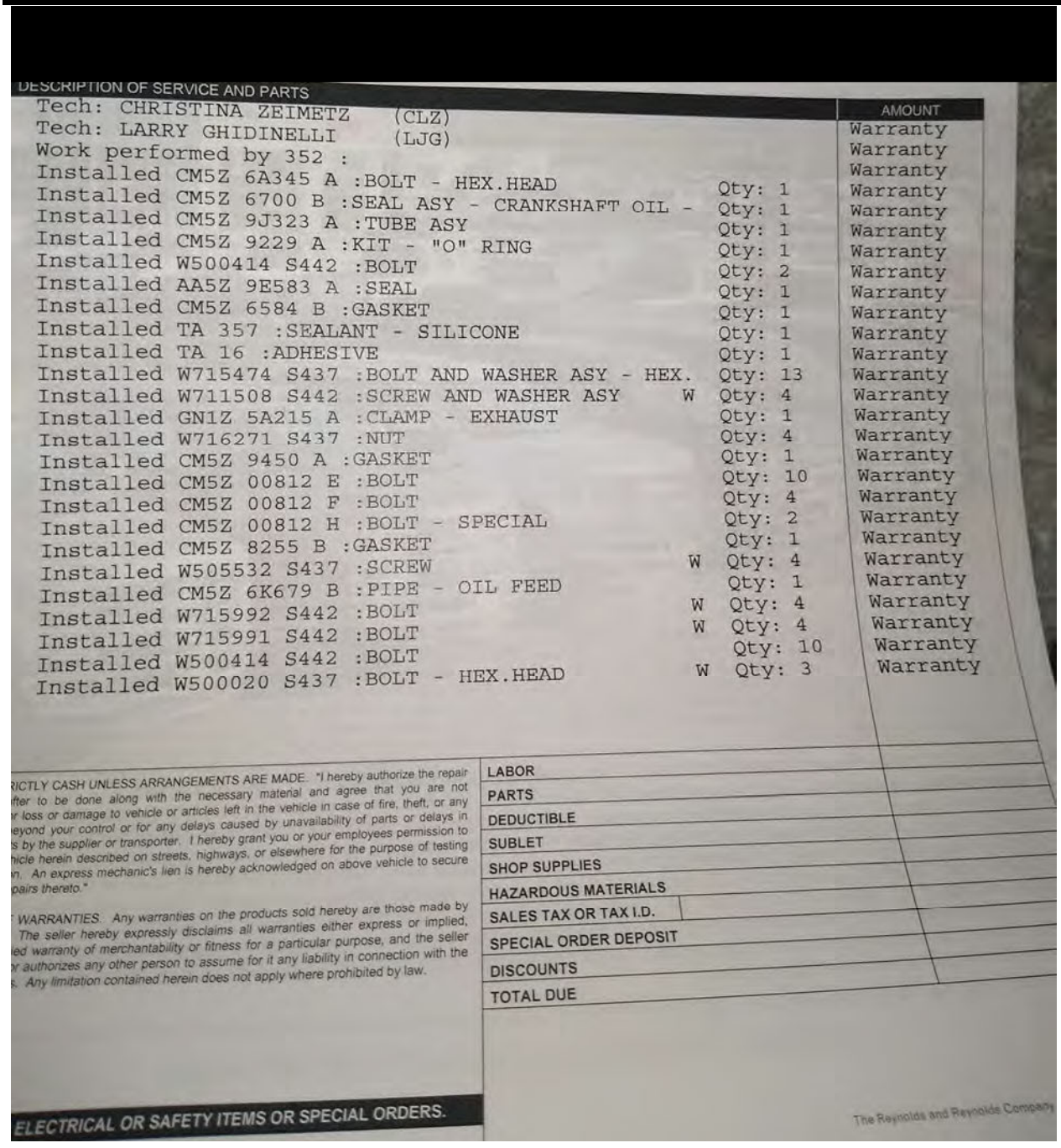
WARRANTIES. Any warranties on the products sold hereby are those made by The seller hereby expressly disclaims all warranties either express or implied, ed warranty of merchantability or fitness for a particular purpose, and the seller r authorizes any other person to assume for it any liability in connection with the s. Any limitation contained herein does not apply where prohibited by law.

ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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

The Reynolds and Reynolds Company

[redacted]



DESCRIPTION OF SERVICE AND PARTS

| | | | AMOUNT |
|---|---|---|---|
| Tech: CHRISTINA ZEIMETZ (CLZ) | | | Warranty |
| Tech: LARRY GHIDINELLI (LJG) | | | Warranty |
| Work performed by 352 : | | | Warranty |
| Installed CM5Z 6A345 A :BOLT - HEX.HEAD | | Qty: 1 | Warranty |
| Installed CM5Z 6700 B :SEAL ASY - CRANKSHAFT OIL - | | Qty: 1 | Warranty |
| Installed CM5Z 9J323 A :TUBE ASY | | Qty: 1 | Warranty |
| Installed CM5Z 9229 A :KIT - "O" RING | | Qty: 1 | Warranty |
| Installed W500414 S442 :BOLT | | Qty: 2 | Warranty |
| Installed AA5Z 9E583 A :SEAL | | Qty: 1 | Warranty |
| Installed CM5Z 6584 B :GASKET | | Qty: 1 | Warranty |
| Installed TA 357 :SEALANT - SILICONE | | Qty: 1 | Warranty |
| Installed TA 16 :ADHESIVE | | Qty: 1 | Warranty |
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. | | Qty: 13 | Warranty |
| Installed W711508 S442 :SCREW AND WASHER ASY | W | Qty: 4 | Warranty |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | | Qty: 1 | Warranty |
| Installed W716271 S437 :NUT | | Qty: 4 | Warranty |
| Installed CM5Z 9450 A :GASKET | | Qty: 1 | Warranty |
| Installed CM5Z 00812 E :BOLT | | Qty: 10 | Warranty |
| Installed CM5Z 00812 F :BOLT | | Qty: 4 | Warranty |
| Installed CM5Z 00812 H :BOLT - SPECIAL | | Qty: 2 | Warranty |
| Installed CM5Z 8255 B :GASKET | | Qty: 1 | Warranty |
| Installed W505532 S437 :SCREW | W | Qty: 4 | Warranty |
| Installed CM5Z 6K679 B :PIPE - OIL FEED | | Qty: 1 | Warranty |
| Installed W715992 S442 :BOLT | W | Qty: 4 | Warranty |
| Installed W715991 S442 :BOLT | W | Qty: 4 | Warranty |
| Installed W500414 S442 :BOLT | | Qty: 10 | Warranty |
| Installed W500020 S437 :BOLT - HEX.HEAD | W | Qty: 3 | Warranty |

RICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair ...fter to be done along with the necessary material and agree that you are not ...r loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any ...eyond your control or for any delays caused by unavailability of parts or delays in ...s by the supplier or transporter. I hereby grant you or your employees permission to ...hicle herein described on streets, highways, or elsewhere for the purpose of testing ...n. An express mechanic's lien is hereby acknowledged on above vehicle to secure ...pairs thereto."

WARRANTIES. Any warranties on the products sold hereby are those made by ... The seller hereby expressly disclaims all warranties either express or implied, ...ed warranty of merchantability or fitness for a particular purpose, and the seller ...r authorizes any other person to assume for it any liability in connection with the ...s. Any limitation contained herein does not apply where prohibited by law.

ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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

The Reynolds and Reynolds Company



[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

disclaims all liability for the information contained in this form, including f
contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Mon, Jul 17, 2023
**Server Name:** [redacted]

| | |
|---|---|
| Entity Served | FORD MOTOR COMPANY |
| Case Number | [redacted] |
| Jurisdiction | CA |

| Inserts | | |
|---|---|---|
| | | |



[redacted]

**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: County of LOS ANGELES Superior Court
*(El nombre y dirección de la corte es):*
GLENDALE COURTHOUSE, 600 East Broadway, Glendale, CA 91206

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):*
Kevin Y. Jacobson, Esq. and Daniel Nickfardjam, Esq.; QUILL & ARROW, LLP; 10900 Wilshire Boulevard, Suite 300, Los Angeles, CA 90024; Tel: (310) 933-4271

DATE: *(Fecha)* 07/10/2023

David W. Slayton, Executive Officer/Clerk of Court
Clerk, by *(Secretario)* Z. Agazaryan , Deputy *(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, a Delaware Corporation
   under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date):*



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*

[redacted]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

[redacted] an individual,

Plaintiff,

vs.

FORD MOTOR COMPANY, a Delaware Corporation and GALPIN MOTORS, INC., a California Corporation d/b/a/ GALPIN FORD, and DOES 1 through 10, inclusive,

Defendants.

Case No.: [redacted]
Unlimited Jurisdiction

**COMPLAINT**

1. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF EXPRESS WARRANTY**
2. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF IMPLIED WARRANTY**
3. **VIOLATION OF THE SONG-BEVERLY ACT SECTION 1793.2**
4. **NEGLIGENT REPAIR**

QUILL & ARROW • LLP
ATTORNEYS AT LAW

Plaintiff, [redacted] an individual ("Plaintiff"), alleges as follows against Defendants, FORD MOTOR COMPANY, a Delaware Corporation ("FORD MOTOR COMPANY") and GALPIN MOTORS, INC., a California Corporation d/b/a/ GALPIN FORD ("GALPIN FORD"), and DOES 1 through 10 inclusive, on information and belief, formed after a reasonable inquiry under the circumstances:

**DEMAND FOR JURY TRIAL**

1. Plaintiff, [redacted] hereby demands trial by jury in this action.

**GENERAL ALLEGATIONS**

2. Plaintiff, [redacted] is an individual residing in the City of North Hollywood, State of California.

3. Defendant, FORD MOTOR COMPANY, is and was a Delaware Corporation operating and doing business in the State of California.

4. Defendant, GALPIN FORD, is and was a California Corporation registered to do business in the State of California with its principal place of business in the City of North Hills, State of California.

5. These causes of causes of action arise out of warranty and repair obligations of FORD MOTOR COMPANY in connection with a vehicle Plaintiff purchased and for which FORD MOTOR COMPANY issued a written warranty. The warranty was not issued by the selling dealership.

6. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual, or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences, and transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendant, together with appropriate charging allegations, when ascertained.

7. All acts of corporate employees as alleged were authorized or ratified by an officer, director, or managing agent of the corporate employer.



QUILL&ARROW·LLP
ATTORNEYS AT LAW

8. Each Defendant, whether actually or fictitiously named herein, was the principal, agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal or within the course and scope of such employment or agency, took some part in the acts and omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief prayed for herein.

9. On July 21, 2020, Plaintiff purchased a 2018 Ford Ecosport, having VIN No.: [redacted] the Subject Vehicle"). These causes of action arise out of warranty and repair obligations of FORD MOTOR COMPANY in connection with a vehicle that Plaintiff purchased and for which FORD MOTOR COMPANY issued a written warranty. The warranty was not issued by the selling dealership.

10. FORD MOTOR COMPANY warranted the Subject Vehicle and agreed to preserve or maintain the utility or performance of Plaintiff's vehicle or to provide compensation if there was a failure in such utility or performance. In connection with the purchase, Plaintiff received various warranties, inter alia, a 3-year/36,000 mile express bumper to bumper warranty, a 5-year/60,000 mile powertrain warranty which, inter alia, covers the engine and the transmission, as well as various emissions warranties that exceed the time and mileage limitations of the bumper to bumper and powertrain warranties.

11. The Subject Vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, emission, engine, and electrical system defects.

12. Plaintiff hereby revokes acceptance of the sales contract.

13. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

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

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

16. Plaintiff hereby demands trial by jury in this action.



QUILL & ARROW • LLP
ATTORNEYS AT LAW

## FIRST CAUSE OF ACTION

**Violation of the Song-Beverly Act – Breach of Express Warranty**

**(Against Defendant FORD MOTOR COMPANY)**

17. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

18. The Subject Vehicle was sold to Plaintiff with express warranties that the Subject Vehicle would be free from defects in materials, nonconformity, or workmanship during the applicable warranty period and to the extent that the Subject Vehicle had defects, Defendant FORD MOTOR COMPANY would repair the defects.

19. The Subject Vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, emission, engine, and electrical system defects.

20. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff has used the Subject Vehicle primarily for those purposes.

21. Plaintiff is the "buyer" of consumer goods under the Act.

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

23. The foregoing defects and nonconformities to warranty manifested themselves in the Subject Vehicle within the applicable express warranty period. The nonconformities substantially impair the use, value, and/or safety of the vehicle.

24. Plaintiff delivered the vehicle to an authorized FORD MOTOR COMPANY repair facility for repair of the nonconformities.

25. Defendant was unable to conform Plaintiff's vehicle to the applicable express warranty after a reasonable number of repair attempts.

26. Notwithstanding Plaintiff's entitlement, Defendant FORD MOTOR COMPANY has failed to either promptly replace the new motor vehicle or to promptly make restitution in accordance with the Song-Beverly Act.



QUILL&ARROW•LLP ATTORNEYS AT LAW

27. By failure of Defendant to remedy the defects as alleged above or to issue a refund or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

28. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle less that amount directly attributable to use by the Plaintiff prior to the first presentation of the nonconformities.

29. Plaintiff is entitled to all incidental, consequential, and general damages resulting from Defendant's failure to comply with its obligations under the Song-Beverly Act.

30. Plaintiff is entitled under the Song-Beverly 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.

31. Because Defendant willfully violated the Song-Beverly Act, Plaintiff is entitled, in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages for FORD MOTOR COMPANY's willful failure to comply with its responsibilities under the Act.

## SECOND CAUSE OF ACTION

### Violation of the Song-Beverly Act – Breach of Implied Warranty

### (Against Defendant FORD MOTOR COMPANY)

32. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

33. FORD MOTOR COMPANY and its authorized dealership at which Plaintiff purchased the subject vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the subject vehicle. The Subject Vehicle was accompanied by implied warranties provided for under the law.

34. Among other warranties, the Subject Vehicle was accompanied by an implied warranty that the Subject vehicle was merchantable pursuant to Civil Code section 1792.

35. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability means and includes that the Vehicle will comply with each of the following requirements: (1) The Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately



QUILL&ARROW·LLP
ATTORNEYS AT LAW

contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of fact made on the container or label.

36. The Subject Vehicle was not fit for the ordinary purpose for which such goods are used because it was equipped with one or more defective vehicle systems/components.

37. The Subject Vehicle did not measure up to the promises or facts stated on the container or label because it was equipped with one or more defective vehicle systems/components.

38. The Subject Vehicle was not of the same quality as those generally accepted in the trade because it was sold with one or more defective vehicle systems/components which manifested as emission, engine, and electrical system defects.

39. Upon information and belief, the defective vehicle systems and components were present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied warranty under *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other applicable laws.

40. Plaintiff is entitled to justifiably revoke acceptance of the subject vehicle under Civil Code, section 1794, *et seq.*

41. Plaintiff hereby revokes acceptance of the Subject Vehicle.

42. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, *et seq.*

43. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794, *et seq.* and Commercial Code, section 2711.

44. Plaintiff is entitled to recover any incidental, consequential, and/or "cover" damages under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*

## THIRD CAUSE OF ACTION

### Violation of the Song-Beverly Act Section 1793.2(b)

### (Against Defendant FORD MOTOR COMPANY)

45. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

46. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells



QUILL&ARROW·LLP
ATTORNEYS AT LAW

consumer goods in California, for which it has made an express warranty, shall maintain service and repair facilities or designate and authorize independent service and repair facilities to carry out the terms of those warranties.

47. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of goods are necessary because they do not conform with the applicable express warranties, service and repair shall be commenced within a reasonable time by the manufacturer or its representative.

48. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable time.

49. The sale of the Subject Vehicle was accompanied by express warranties, including a warranty guaranteeing that the subject vehicle was safe to drive and not equipped with defective parts, including the electrical system.

50. Plaintiff delivered the subject vehicle to FORD MOTOR COMPANY's authorized service representatives on multiple occasions. The subject vehicle was delivered for repairs of defects, which amount to nonconformities to the express warranties that accompanied the sale of the subject vehicle.

51. Defendant's authorized facilities did not conform the Subject Vehicle to warranty within 30-days and/or commence repairs within a reasonable time, and FORD MOTOR COMPANY has failed to tender the subject vehicle back to Plaintiff in conformance with its warranties within the timeframes set forth in Civil Code section 1793.2(b).

52. Plaintiff is entitled to justifiably revoke acceptance of the subject vehicle under Civil Code, section 1794, *et seq.*

53. Plaintiff hereby revokes acceptance of the subject vehicle.

54. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, *et seq.*

55. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794, *et seq.* and Commercial Code, section 2711.

56. Plaintiff is entitled to recover any "cover" damages under Commercial Code



QUILL&ARROW·LLP
ATTORNEYS AT LAW

sections 2711, 2712, and Civil Code, section 1794, *et seq.*

57. Plaintiff is entitled to recover all incidental and consequential damages pursuant to 1794 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq.*

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

## FOURTH CAUSE OF ACTION

### Negligent Repair

### (Against Defendant GALPIN FORD)

59. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as through herein fully restated and re-alleged.

60. Plaintiff delivered the Subject Vehicle to Defendant GALPIN FORD for repairs on numerous occasions.

61. Defendant GALPIN FORD owed a duty to Plaintiff to use ordinary care and skill in storage, preparation, and repair of the Subject Vehicle in accordance with industry standards.

62. Defendant GALPIN FORD breached its duty to Plaintiff to ordinary care and skill by failing to properly store, prepare, and repair of the Subject Vehicle in accordance with industry standards.

63. Defendant GALPIN FORD's negligent breach of its duties owed to Plaintiff was a proximate cause of Plaintiff's damages.

///

///

///

///

///

///

///

///



QUILL&ARROW·LLP
ATTORNEYS AT LAW

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For general, special, and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiff's actual damages;
6. For prejudgment interest at the legal rate;
7. For reasonable attorney's fees and costs of suit; and

For such other and further relief as the Court deems just and proper under the circumstances.

Dated: July 10, 2023

QUILL & ARROW LLP

[redacted]

Plaintiff, [redacted] hereby demands trial by jury in this action.

QUILL&ARROW•LLP
ATTORNEYS AT LAW

[redacted]

*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)*: 4
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 ma*[redacted]

Date: July 10, 2023

Kevin Y. Jacobson, Esq.
(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. September 1, 2021]

**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.courts.ca.gov

DocuSign Envelope ID: 2D2A015-001-2D7-3L1C SV

## 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



PE23-015901228 LC SV

[redacted]

# CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

**(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

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

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

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

**Applicable Reasons for Choosing Courthouse Location (Column C)**

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

| | A<br>Civil Case Cover Sheet Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons<br>(See Step 3 above) |
|---|---|---|---|
| **Personal Injury Cases Assigned to the Personal Injury Hub Courts** | | | |
| **Auto Tort** | Auto (22) | ☐ 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death | 1, 4, 11 |
| | Uninsured Motorist (46) | ☐ 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death | 1, 4, 11 |
| | Other Personal Injury/ Property Damage/ Wrongful Death (23) | ☐ 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.) | 1, 4, 11 |
| | | ☐ 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.) | 1, 4, 11 |
| | | ☐ 2303 Intentional Infliction of Emotional Distress | 1, 4, 11 |
| | | ☐ 2304 Other Personal Injury/Property Damage/Wrongful Death | 1, 4, 11 |
| | | ☐ 2307 Construction Accidents | 1, 4, 11 |

[redacted]

| | A<br>Civil Case Cover Sheet Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons<br>(See Step 3 above) |
|---|---|---|---|
| **Personal Injury Cases Assigned to the Independent Calendar Courts** | | | |
| **Other Personal Injury/Property Damage/Wrongful Death Tort** | Product Liability (24) | ☐ 2401 Product Liability (not asbestos or toxic/ environmental) | 1, 3, 5 |
| | | ☑ 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law) | 1, (3), 5 |
| | Medical Malpractice (45) | ☐ 4501 Medical Malpractice – Physicians & Surgeons | 1, 3, 5 |
| | | ☐ 4502 Other Professional Health Case Malpractice | 1, 3, 5 |
| | Other Personal Injury / Property Damage / Wrongful Death (23) | ☐ 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility | 1, 3, 5 |
| | | ☐ 2306 Intentional Conduct – Sexual Abuse Case (in any form) | 1, 3, 5 |
| | | ☐ 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.) | 1, 3, 5 |
| **Other Civil Cases Assigned to Independent Calendar Courts** | | | |
| **Non-Personal Injury/Property Damage /Wrongful Death Tort** | Business Tort (07) | ☐ 0701 Other Commercial/Business Tort (not fraud or breach of contract) | 1, 2, 3 |
| | Civil Rights (08) | ☐ 0801 Civil Rights/Discrimination | 1, 2, 3 |
| | Defamation (13) | ☐ 1301 Defamation (slander/libel) | 1, 2, 3 |
| | Fraud (16) | ☐ 1601 Fraud (no contract) | 1, 2, 3 |
| | Professional Negligence (25) | ☐ 2501 Legal Malpractice | 1, 2, 3 |
| | | ☐ 2502 Other Professional Malpractice (not medical or legal) | 1, 2, 3 |
| | Other (35) | ☐ 3501 Other Non-Personal Injury/Property Damage Tort | 1, 2, 3 |
| **Employment** | Wrongful Termination (36) | ☐ 3601 Wrongful Termination | 1, 2, 3 |
| | Other Employment (15) | ☐ 1501 Other Employment Complaint Case | 1, 2, 3 |
| | | ☐ 1502 Labor Commissioner Appeals | 10 |
| **Contract** | Breach of Contract / Warranty (06) (not insurance) | ☐ 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) | 2, 5 |
| | | ☐ 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence) | 2, 5 |
| | | ☐ 0603 Negligent Breach of Contract/Warranty (no fraud) | 1, 2, 5 |

[redacted]

| | A<br>Civil Case Cover Sheet Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons<br>(See Step 3 above) |
|---|---|---|---|
| Contract | Breach of Contract/ Warranty (06) (not insurance) | ☐ 0604 Other Breach of Contract/Warranty (no fraud/ negligence) | 1, 2, 5 |
| | | ☐ 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt) | 2, 5 |
| | Collections (09) | ☐ 0901 Collections Case – Seller Plaintiff | 5, 6, 11 |
| | | ☐ 0902 Other Promissory Note/Collections Case | 5, 11 |
| | | ☐ 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014) | 5, 6, 11 |
| | | ☐ 0904 Collections Case – COVID-19 Rental Debt | 5, 11 |
| | Insurance Coverage (18) | ☐ 1801 Insurance Coverage (not complex) | 1, 2, 5, 8 |
| | Other Contract (37) | ☐ 3701 Contractual Fraud | 1, 2, 3, 5 |
| | | ☐ 3702 Tortious Interference | 1, 2, 3, 5 |
| | | ☐ 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence) | 1, 2, 3, 8, 9 |
| Real Property | Eminent Domain/ Inverse Condemnation (14) | ☐ 1401 Eminent Domain/Condemnation<br>Number of Parcels _____ | 2, 6 |
| | Wrongful Eviction (33) | ☐ 3301 Wrongful Eviction Case | 2, 6 |
| | Other Real Property (26) | ☐ 2601 Mortgage Foreclosure | 2, 6 |
| | | ☐ 2602 Quiet Title | 2, 6 |
| | | ☐ 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2, 6 |
| Unlawful Detainer | Unlawful Detainer – Commercial (31) | ☐ 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer – Residential (32) | ☐ 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer – Post Foreclosure (34) | ☐ 3401 Unlawful Detainer – Post Foreclosure | 2, 6, 11 |
| | Unlawful Detainer – Drugs (38) | ☐ 3801 Unlawful Detainer – Drugs | 2, 6, 11 |
| Judicial Review | Asset Forfeiture (05) | ☐ 0501 Asset Forfeiture Case | 2, 3, 6 |
| | Petition re Arbitration (11) | ☐ 1101 Petition to Compel/Confirm/Vacate Arbitration | 2, 5 |
| | Writ of Mandate (02) | ☐ 0201 Writ – Administrative Mandamus | 2, 8 |
| | | ☐ 0202 Writ – Mandamus on Limited Court Case Matter | 2 |
| | | ☐ 0203 Writ – Other Limited Court Case Review | 2 |

[redacted]

| | A<br>Civil Case Cover Sheet Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons<br>(See Step 3 above) |
|---|---|---|---|
| Judicial Review | Other Judicial Review (39) | ☐ 3901 Other Writ/Judicial Review | 2, 8 |
| | | ☐ 3902 Administrative Hearing | 2, 8 |
| | | ☐ 3903 Parking Appeal | 2, 8 |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | ☐ 0301 Antitrust/Trade Regulation | 1, 2, 8 |
| | Asbestos (04) | ☐ 0401 Asbestos Property Damage | 1, 11 |
| | | ☐ 0402 Asbestos Personal Injury/Wrongful Death | 1, 11 |
| | Construction Defect (10) | ☐ 1001 Construction Defect | 1, 2, 3 |
| | Claims Involving Mass Tort (40) | ☐ 4001 Claims Involving Mass Tort | 1, 2, 8 |
| | Securities Litigation (28) | ☐ 2801 Securities Litigation Case | 1, 2, 8 |
| | Toxic Tort Environmental (30) | ☐ 3001 Toxic Tort/Environmental | 1, 2, 3, 8 |
| | Insurance Coverage Claims from Complex Case (41) | ☐ 4101 Insurance Coverage/Subrogation (complex case only) | 1, 2, 5, 8 |
| Enforcement of Judgment | Enforcement of Judgment (20) | ☐ 2001 Sister State Judgment | 2, 5, 11 |
| | | ☐ 2002 Abstract of Judgment | 2, 6 |
| | | ☐ 2003 Confession of Judgment (non-domestic relations) | 2, 9 |
| | | ☐ 2004 Administrative Agency Award (not unpaid taxes) | 2, 8 |
| | | ☐ 2005 Petition/Certificate for Entry of Judgment Unpaid Tax | 2, 8 |
| | | ☐ 2006 Other Enforcement of Judgment Case | 2, 8, 9 |
| Miscellaneous Civil Complaints | RICO (27) | ☐ 2701 Racketeering (RICO) Case | 1, 2, 8 |
| | Other Complaints (not specified above) (42) | ☐ 4201 Declaratory Relief Only | 1, 2, 8 |
| | | ☐ 4202 Injunctive Relief Only (not domestic/harassment) | 2, 8 |
| | | ☐ 4203 Other Commercial Complaint Case (non-tort/non-complex) | 1, 2, 8 |
| | | ☐ 4304 Other Civil Complaint (non-tort/non-complex) | 1, 2, 8 |
| Miscellaneous Civil Petitions | Partnership Corporation Governance (21) | ☐ 2101 Partnership and Corporation Governance Case | 2, 8 |
| | Other Petitions (not specified above) (43) | ☐ 4301 Civil Harassment with Damages | 2, 3, 9 |
| | | ☐ 4302 Workplace Harassment with Damages | 2, 3, 9 |

[redacted]

| | A<br>Civil Case Cover Sheet Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons<br>(See Step 3 above) |
|---|---|---|---|
| Miscellaneous Civil Petitions | Other Petitions<br>(not specified above) (43) | ☐ 4303 Elder/Dependent Adult Abuse Case with Damages | 2, 3, 9 |
| | | ☐ 4304 Election Contest | 2 |
| | | ☐ 4305 Petition for Change of Name/Change of Gender | 2, 7 |
| | | ☐ 4306 Petition for Relief from Late Claim Law | 2, 3, 8 |
| | | ☐ 4307 Other Civil Petition | 2, 9 |

**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases).

| REASON: | | | ADDRESS: |
|---|---|---|---|
| ☐ 1. ☐ 2. ☑ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11. | | | |
| CITY: | STATE: | ZIP CODE: | |
| Glendale | CA | 91203 | 330 N Brand Blvd |

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

Dated: July 10, 2023

[redacted]

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (05/22).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

# VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

Superior Court of California
County of Los Angeles

LACBA

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section

Consumer Attorneys
Association of Los Angeles

Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

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

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

**◆Los Angeles County Bar Association Litigation Section◆**

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

**◆Consumer Attorneys Association of Los Angeles◆**

**◆Southern California Defense Counsel◆**

**◆Association of Business Trial Lawyers◆**

**◆California Employment Lawyers Association◆**

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

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

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lacourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at *www.lacourt.org* under "*Civil*", click on "*General Information*", then click on "*Voluntary Efficient Litigation Stipulations*".

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

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

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

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

    a. The party requesting the Informal Discovery Conference will:

        i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

        ii. Include a brief summary of the dispute and specify the relief requested; and

        iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

    b. Any Answer to a Request for Informal Discovery Conference must:

        i. Also be filed on the approved form (copy attached);

        ii. Include a brief summary of why the requested relief should be denied;

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

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

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

**The following parties stipulate:**

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR _____)

Print Save Clear

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

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

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

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

**The parties agree that:**

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

**The following parties stipulate:**

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

**THE COURT SO ORDERS.**

Date: _____

_____ JUDICIAL OFFICER

Print Save Clear

[redacted]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

| | |
|---|---|
| General Order Re Use of Voluntary Efficient Litigation Stipulations | ORDER PURSUANT TO CCP 1054(a), EXTENDING TIME TO RESPOND BY 30 DAYS WHEN PARTIES AGREE TO EARLY ORGANIZATIONAL MEETING STIPULATION |

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"



PE23-015 001243 LC SV

Whereas the Early Organizational Meeting Stipulation is intended to encourage cooperation among the parties at an early stage in litigation in order to achieve litigation efficiencies;

Whereas it is intended that use of the Early Organizational Meeting Stipulation will promote economic case resolution and judicial efficiency;

Whereas, in order to promote a meaningful discussion of pleading issues at the Early Organizational Meeting and potentially to reduce the need for motions to challenge the pleadings, it is necessary to allow additional time to conduct the Early Organizational Meeting before the time to respond to a complaint or cross complaint has expired;

Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in which an action is pending to extend for not more than 30 days the time to respond to a pleading "upon good cause shown";

Now, therefore, this Court hereby finds that there is good cause to extend for 30 days the time to respond to a complaint or to a cross complaint in any action in which the parties have entered into the Early Organizational Meeting Stipulation. This finding of good cause is based on the anticipated judicial efficiency and benefits of economic case resolution that the Early Organizational Meeting Stipulation is intended to promote.

IT IS HEREBY ORDERED that, in any case in which the parties have entered into an Early Organizational Meeting Stipulation, the time for a defending party to respond to a complaint or cross complaint shall be extended by the 30 days permitted



PE23-015 001244 LC SV

by Code of Civil Procedure section [redacted]

[redacted] May 11, 2011

[redacted]



[redacted]

| SUPERIOR COURT OF CALIFORNIA<br>COUNTY OF LOS ANGELES | Reserved for Clerk's File Stamp<br>FILED<br>Superior Court of California<br>County of Los Angeles<br>07/10/2023<br>David W. Slayton, Executive Officer / Clerk of Court<br>By: Z. Agazaryan Deputy |
|---|---|
| COURTHOUSE ADDRESS:<br>Glendale Courthouse<br>600 East Broadway, Glendale, CA 91206 | |
| **NOTICE OF CASE ASSIGNMENT**<br>**UNLIMITED CIVIL CASE** | |
| **Your case is assigned for all purposes to the judicial officer indicated below.** | CASE NUMBER:<br>23GDCV01425 |

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

| | ASSIGNED JUDGE | DEPT | ROOM | | ASSIGNED JUDGE | DEPT | ROOM |
|---|---|---|---|---|---|---|---|
| ✔ | Ralph C. Hofer | D | | | | | |

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court

on 07/11/2023 (Date) By Z. Agazaryan, Deputy Clerk

## INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

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

**PRIORITY OVER OTHER RULES**
The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

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

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

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

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

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

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

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

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

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

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

2019-GEN-014-00

**FILED**
**Superior Court of California**
**County of Los Angeles**

**MAY 03 2019**

**Sherri R. Carter, Executive Officer/Clerk**
**By** _____, **Deputy**
**Rizalinda Mina**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

| | |
|---|---|
| IN RE LOS ANGELES SUPERIOR COURT – MANDATORY ELECTRONIC FILING FOR CIVIL | FIRST AMENDED GENERAL ORDER |

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.

b) **"Efiling Portal"** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.

c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.

d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)



PE23-015 001248 LC SV

e) **"Electronic Filing Service Provider"** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

f) **"Electronic Signature"** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term "Electronic Signature" is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.

g) **"Hyperlink"** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.

h) **"Portable Document Format"** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court's website, at www.lacourt.org.



PE23-015 001249 LC SV

d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.

b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;

ii) Bonds/Undertaking documents;

iii) Trial and Evidentiary Hearing Exhibits

iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and

v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

//

//



PE23-015 001250 LC SV

5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

Electronic filing service providers must obtain and manage registration information for persons and entities electronically filing with the court.

6) TECHNICAL REQUIREMENTS

a) Electronic documents must be electronically filed in PDF, text searchable format **when** technologically feasible without impairment of the document's image.

b) The table of contents for any filing must be bookmarked.

c) Electronic documents, including but not limited to, declarations, proofs of service, and exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the bookedmarked item and briefly describe the item.

d) Attachments to primary documents must be bookmarked. Examples include, but are not limited to, the following:

i) Depositions;

ii) Declarations;

iii) Exhibits (including exhibits to declarations);

iv) Transcripts (including excerpts within transcripts);

v) Points and Authorities;

vi) Citations; and

vii) Supporting Briefs.

e) Use of hyperlinks within documents (including attachments and exhibits) is strongly encouraged.

f) Accompanying Documents

Each document acompanying a single pleading must be electronically filed as a **separate** digital PDF document.

g) Multiple Documents

Multiple documents relating to one case can be uploaded in one envelope transaction.



PE23-015 001251 LC SV

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.



PE23-015 001252 LC SV

b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiling is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.

b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:

i) Any printed document required pursuant to a Standing or General Order;

ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;

iii) Pleadings and motions that include points and authorities;

iv) Demurrers;

v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;

vi) Motions for Summary Judgment/Adjudication; and

vii) Motions to Compel Further Discovery.

c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)

b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

11) SIGNATURES ON ELECTRONIC FILING

For purposes of this General Order, all electronic filings must be in compliance with California Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil Division of the Los Angeles County Superior Court.

This First Amended General Order supersedes any previous order related to electronic filing, and is effective immediately, and is to remain in effect until otherwise ordered by the Civil Supervising Judge and/or Presiding Judge.

DATED: May 3, 2019




[redacted]

Superior Court of California, County of Los Angeles

# ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

## What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

## Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

## Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

## Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.

2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

   **Mediation may be appropriate when the parties**
   - want to work out a solution but need help from a neutral person.
   - have communication problems or strong emotions that interfere with resolution.

   **Mediation may <u>not</u> be appropriate when the parties**
   - want a public trial and want a judge or jury to decide the outcome.
   - lack equal bargaining power or have a history of physical/emotional abuse.

## How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**
If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com (213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

**These organizations cannot accept every case and they may decline cases at their discretion.** They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

**NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.**

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases. https://dcba.lacounty.gov/countywidedrp/

**Online Dispute Resolution (ODR).** Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. https://my.lacourt.org/odr/

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit https://www.courts.ca.gov/programs-adr.htm

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit https://www.lacourt.org/division/civil/CI0047.aspx

Los Angeles Superior Court ADR website: https://www.lacourt.org/division/civil/CI0109.aspx
For general information and videos about ADR, visit http://www.courts.ca.gov/programs-adr.htm



# LAW OFFICE OF RONALD J. BOLZ, PLLC

30928 Ford Road
Garden City, MI 48135
Phone: 1-888-453-6667
Fax: 1-888-334-8333
www.LemonAuto.com
RBolz@LemonAuto.com

January 24, 2020

FMC Consumer Claims
Ford Motor Company
One America Road
Suite 400
Dearborn, MI 48126

[redacted]

Dear Sir/Madam:

Please be advised that I represent [redacted] regarding the above referenced matter. I will refrain from filing suit in an effort to resolve this matter prior to litigation upon your request. In order for you to evaluate this matter, the following is a detailed repair summary relative to [redacted] 2018 Ford Escape.

| Date | Mileage | Invoice # | Complaint |
|---|---|---|---|
| 09/12/19 | 31,451 | 304754 | **ENGINE DEFECT:** The low oil pressure message cam on. **REPLACED THE ENGINE.**<br><br>**-86 DAYS OUT OF SERVICE** |
| 12/23/19 | 32,409 | 311913 | **ENGINE DEFECT:** The vehicle is overheating. **REPLACED THE COOLANT HOSE.**<br><br>**-9 DAYS OUT OF SERVICE** |

| Date | Mileage | Invoice # | Complaint |
|---|---|---|---|
| 01/10/20 | 33,368 | 313151 | **ELECTRICAL DEFECT:** The FM radio does not work. **Updated the ACM.** |

**-5 DAYS OUT OF SERVICE**

**THE VEHICLE HAS BEEN OUT OF SERVICE DUE TO REPAIR FOR AT LEAST 100 DAYS.**

[redacted] Ms. Moore purchased the 2018 Ford EcoSport from [redacted] Ford. [redacted] has submitted the 2018 Ford EcoSport for vehicle defects on at least three (3) different occasions. The limited written warranty provides that Ford Motor Company, or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle after three (3) attempts is a breach of its warranty.

It is my understanding that you will review this matter and contact me within 30 days upon receipt of this letter.

This offer and all of its contents are for settlement purposes only.

Thank you for your time and attention. I look forward to hearing from you.

Very Truly Yours,

**LAW OFFICE OF RONALD J. BOLZ, PLLC**

[redacted]

RJB/snm
Encl.

## ADDITIONAL TERMS OF THIS CONTRACT AND SECURITY AGREEMENT

**GENERAL TERMS:** You have been given the opportunity to purchase the Vehicle and described services for the Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any services if you buy them over time. You agreed to purchase the items over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee, that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to reduce the principal balance, and when the principal has been paid in full, refund it to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract.

**UNEQUAL PAYMENTS:** If this Contract is not payable in substantially equal successive installments, you may have the right by law to refinance this Contract on terms as favorable as the terms originally agreed to in this Contract. This right does not apply if your payment schedule is adjusted for seasonal or irregular income.

**PREPAYMENT:** You may prepay this Contract in full or in part at any time.

**Contractual Lien on Accounts:**
In addition to any other security listed in this agreement, you give to us a contractual lien (i.e., a security interest) on all funds in any share account (including, but not limited to, your share, share draft and share certificate accounts, but excluding IRA account(s)), with us on which you are a signatory or in which you have an ownership interest now or in the future, regardless of the source of the funds. You agree that we may use such funds, without notice, to pay any debts or amounts owed to us by you, other than obligations secured by real property or where otherwise prohibited by federal or state law or regulation.

**Additional Security (Cross Collateralization):**
You understand and agree that the property referenced as security herein (and all proceeds thereof and all insurance proceeds and insurance premium refunds, whether we have required the insurance or not) shall secure this loan and any and all other loans and lines of credit you now have with us or become obligated to pay in the future. In addition, any property (and any proceeds thereof and all insurance premium refunds) securing other loans and lines of credit you have with us or become obligated to pay us in the future will also secure all funds advanced by us under this loan. This "Cross Collateralization" agreement shall not apply to any loan, line of credit or other agreement secured by real property, property used as your dwelling or where otherwise prohibited by federal or state law or regulation.

[redacted]

charges accruing on the unpaid balance at the rate of 4.9900 % per year from today's date until paid in full. Finance charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

**DOWN PAYMENT:** You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. ☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

☐ **RETURNED CHECK CHARGE:** If you make any payment required by this Contract with a check or negotiable instrument that is returned or dishonored, you agree to pay a fee of $ 25.00 .

## TRUTH IN LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost you. | AMOUNT FINANCED<br>The amount of credit provided to you or on your behalf. | TOTAL OF PAYMENTS<br>The amount you will have paid when you have made all scheduled payments. | TOTAL SALE PRICE<br>The total cost of your purchase on credit, including your down payment of 6000.00 |
|---|---|---|---|---|
| 4.30 % | $ 510.75 | $ 20670.50 | $ 28181.25 | $ [illegible] |

**Payment Schedule:** Your payment schedule will be

| Number of Payments | Amount of Payments | When Payments Are Due |
|---|---|---|
| 75 | 375.75 | MONTHLY BEGINNING 06/26/2018 |

**Security:** You are giving a security interest in the Motor Vehicle purchased.

☒ **Late Charge:** If a payment is more than 15 days late, you will be charged a late charge of $30.00

[redacted]

to us. If you buy the coverage from or through us, you will pay

$ N/A for _____

_____ of coverage.

## *Additional Protections*

**You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.**

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

## NOTICE TO BUYER

**(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge.**

**BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT INCLUDING THE TERMS INCLUDED IN THE "CONTRACTUAL LIEN ON**

[redacted]

# STATE OF OHIO - BUREAU OF MOTOR VEHICLES
## CERTIFICATE OF REGISTRATION

[redacted]

- It is also illegal for any motor vehicle owner to allow anyone else to drive the owner's vehicle without insurance or FR coverage.
- PROOF OF INSURANCE OR FR COVERAGE IS REQUIRED: Whenever a police officer issues a traffic ticket*At all vehicle inspection stops*Upon traffic court appearances*Upon random checks by the Registrar of Motor Vehicles.
- ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL: Lose his or her driver license until requirements are met on first offense, one year on second offense, and two years on third and subsequent offenses* Lose his or her license plates and vehicle registration*Pay reinstatement fees of $100.00 on first offense, $300.00 for second offense, and $600.00 for third and subsequent offenses*Pay a $50.00 penalty for any failure to surrender his or her driver license, license plates or registration AND*Be required to maintain special FR coverage ("High-risk" insurance or equivalent) on file with the Bureau of Motor Vehicles for THREE or FIVE YEARS.
- ONCE THIS SUSPENSION IS IN EFFECT: Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for FIVE YEARS.
- IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE: In addition to all the penalties listed above, you may have*A SECURITY SUSPENSION for TWO YEARS or more and*A JUDGEMENT SUSPENSION INDEFINITELY (until all damages have been satisfied).
- THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW. WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE.
- WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING:*AN INSURANCE POLICY showing automobile liability insurance of at least $25,000 bodily injury per person, $50,000 injury two or more persons, and $25,000 property damage*AN INSURANCE IDENTIFICATION CARD (same coverage)*A SURETY BOND OF $30,000 issued by any authorized surety company or insurance company*A BMV BOND SECURED BY REAL ESTATE having equity of at least $60,000*A BMV CERTIFICATE FOR MONEY OR GOVERNMENT BONDS in the amount of $30,000 on deposit with the Ohio Treasurer of State*A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

### PROOF OF FINANCIAL RESPONSIBILITY

I affirm that all owners (or lessees of leased vehicle) now have insurance or other FR coverage and will not operate or permit the operation of this motor vehicle without FR coverage; all previous registration fees due have been paid; this plate category is correct; and this vehicle will not be used as a commercial or farm vehicle unless so registered.

By signing below I agree to and attest that all the above is true and accurate,

X *SIGNATURE ON FILE*

SIGNATURE OF OWNER(S) DATE

WARNING: APPLICANT GIVING FALSE INFORMATION IS SUBJECT TO PROSECUTION-O.R.C. SEC. 2921.13.
APPLICATION MUST BE SIGNED BY THE OWNER(S) AS NAMED ON CERTIFICATE OF TITLE.

**DO NOT DISCARD.**
**THIS IS YOUR VEHICLE REGISTRATION CERTIFICATE.**

BMV5701 6/14 [760-1058] Printed on: 4/6/2019 10:13:39 AM RESTRICTED **CUSTOMER COPY WITHOUT ADDRESS**

[redacted]

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 25MAY18 | 16DEC17 | | 17:00 19SEP19 | | 125.00 | CASH | 06DEC19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC185449 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 17:25 12SEP19 | 11:03 06DEC19 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| A CEL CAME ON AND MESSAGE COMES UP SAYING LOW OIL PRESSURE PLEASE ADVISE | | | | | | | |
| CAUSE: . | | | | | | | |
| | 18 | DRIVEABILITY | | | | | |
| | | 200206 FUCITO,NICOLAS LIC#: 7312 | | | | | |
| | | WPF | | | | | (N/C) |
| | | 200154 Spires,Charles LIC#: 6137 | | | | | |
| | | WPF | | | | | (N/C) |
| | 1 | CM5Z*6268*A BELT - TIMING | | | | | (N/C) |
| | 1 | CM5Z*6K254*A TENSIONER - TIMING BELT | | | | | (N/C) |
| | 1 | G1FZ*6006*A SERVICE ENGINE ASY | | | | | (N/C) |
| | | CORE CHARGE W | | | | | (N/C) |
| | 1 | CM5Z*6K682*L TURBOCHARGER ASY | | | | | (N/C) |
| | | CORE CHARGE W | | | | | (N/C) |
| | 1 | 4R8Z*6N652*A GASKET | | | | | (N/C) |
| | 1 | F1FZ*9N454*G HEAT SHIELD | | | | | (N/C) |
| | 8 | *W715309*S300 STUD | | | | | (N/C) |
| | 4 | *W716271*S437 NUT | | | | | (N/C) |
| | 4 | *W715474*S437 BOLT AND WASHER ASY - HEX.HEAD | | | | | (N/C) |
| | 4 | *W711508*S442 SCREW AND WASHER ASY | | | | | (N/C) |
| | 1 | GN1Z*5A215*A CLAMP - EXHAUST | | | | | (N/C) |
| | 4 | *W715309*S300 STUD | | | | | (N/C) |
| | 1 | CM5Z*9450*A GASKET | | | | | (N/C) |
| | 5 | *W716271*S437 NUT | | | | | (N/C) |
| | 1 | CM5Z*9E936*A GASKET | | | | | (N/C) |
| | 4 | *W715618*S437 NUT | | | | | (N/C) |
| | 2 | CM5Z*00812*E BOLT | | | | | (N/C) |
| | 5 | *W500015*S437 SCREW | | | | | (N/C) |
| | 1 | CM5Z*8507*A GASKET - WATER PUMP | | | | | (N/C) |
| | 1 | CM5Z*6K679*B PIPE - OIL FEED | | | | | (N/C) |
| | 4 | *W505532*S437 SCREW | | | | | (N/C) |
| | 1 | CM5Z*6L092*A TUBE ASY - DRAIN | | | | | (N/C) |
| | 2 | *W505533*S437 SCREW | | | | | (N/C) |
| | 1 | 4R8Z*6N652*A GASKET | | | | | (N/C) |

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

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

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***Customer Copy***

DealerCAR 2014 CDK Global, LLC 101/151 EMF SERVICE INVOICE TYPE 2 - K2512C - "AS-IS" - OH - 9894556

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 25MAY18 | 16DEC17 | | 17:00 19SEP19 | | 125.00 | CASH | 06DEC19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC185449 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 17:25 12SEP19 | 11:03 06DEC19 | |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|
| | 8 | | | | *W715309*S300 STUD | | | (N/C) |
| | 4 | | | | *W716271*S437 NUT | | | (N/C) |
| | 3 | | | | CM5Z*9439*A GASKET - INTAKE MANIFOLD | | | (N/C) |
| | 6 | | | | F1FZ*6379*A BOLT - HEX.HEAD | | | (N/C) |
| | 1 | | | | CM5Z*8255*A GASKET | | | (N/C) |
| | 1 | | | | *W715776*S300 RING | | | (N/C) |
| | 4 | | | | *W715775*S300 RING | | | (N/C) |
| | 4 | | | | *W715777*S300 RING | | | (N/C) |
| | 4 | | | | *W715778*S300 RING - ADJUSTING | | | (N/C) |
| | 1 | | | | CM5Z*9229*A KIT - "O" RING | | | (N/C) |
| | 2 | | | | *W500414*S442 BOLT | | | (N/C) |
| | 1 | | | | AA5Z*9E583*A SEAL | | | (N/C) |
| | 4 | | | | *W716038*S437 STUD | | | (N/C) |
| | 1 | | | | BM5Z*2A572*A GASKET - VACUUM PUMP | | | (N/C) |
| | 1 | | | | CM5Z*9J323*A TUBE ASY | | | (N/C) |
| | 3 | | | | SP*538*A SPARK PLUG | | | (N/C) |
| | 2 | | | | VC*3DIL*B ANTI-FREEZE | | | (N/C) |
| | 5 | | | | XO*5W20*Q1SP MOTORCRAFT SAE 5W-20 API GF-5 | | | (N/C) |
| | -1 | | | | CM5Z*6K682*L CORE RETURN | | | (N/C) |
| | -1 | | | | G1FZ*6006*A CORE RETURN | | | (N/C) |

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
200206

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

31451 Verified customers concern. Pulled codes using FDRS. Found code P0012. Ran Oasis. No TSB's, No SSM's. Performed pinpoint test "HK". HK1-Yes, HK10-No, HK11-No, HK12-No, HK13-Yes. Was instructed to perform manual oil pressure test. Performed oil pressure test. Found actual oil pressure way below specifications. Drained engine oil for inspection. Found engine oil contaminated with metal shavings. Removed oil pan for further inspection. Found oil pump belt tensioner has came apart and was laying in oil pan. Oil pump belt was shredded. Suggest replacement engine and turbo due to metal contaminated engine oil has

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

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*SHOP SUPPLY COSTS: We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

**Customer Copy**

DealerCAR 2014 CDK Global, LLC [01/15] EMF SERVICE INVOICE TYPE 2 - X2512C - "AS-IS" - OH 9894656

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 25MAY18 | 16DEC17 | | 17:00 19SEP19 | | 125.00 | CASH | 06DEC19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC185449 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 17:25 12SEP19 | 11:03 06DEC19 | |

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

been spread all through engine and turbo for extended period of time. Removed engine assembly. Swapped external parts from original engine to new long block. Installed new engine assembly. Performed all necessary resets. Test drove vehicle. Confirmed repair.

**********

B WILL NEED LOANER AS SOON AS ONE IS AVAILABLE

40 RENTAL CAR

200154 Spires,Charles LIC#: 6137

ISP (N/C)

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

**********

**********

****** Thank you for your business at ******

**** Mike Castrucci Ford in Milford *******

**********

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

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

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

***Customer Copy***

DealerCAP 2014 CDK Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - X2SI2C - "AS-IS" - OH - 8694686

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 25MAY18 | 16DEC17 | | 17:00 31DEC19 | | 125.00 | CASH | 31DEC19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC185449 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 08:29 23DEC19 | 10:33 31DEC19 | |

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

A CUSTOMER STATES THE CAR IS OVER HEATING. PLEASE CHECK AND ADVISE
CAUSE: .

12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST - L
200154 Spires,Charles LIC#: 6137
WPF (N/C)

1 GN1Z*8A365*A HOSE - OVERFLOW (N/C)

12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
200154 Spires,Charles LIC#: 6137
WPF (N/C)

8005D COOLING SYSTEM PRESSURE TEST - DIAGNOSIS (8005) - L
200154 Spires,Charles LIC#: 6137
WPF (N/C)

8260AUP HOSE-RADIATOR - REMOVE AND INSTALL OR REPLACE (8260/8286) - L
200154 Spires,Charles LIC#: 6137
WPF (N/C)

FC: E23 42
PART#: GN1Z*8A365*A
COUNT:
CLAIM TYPE:
AUTH CODE:
200154

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

32409 Verified customer concern. Pulled codes using FDRS. Found codes P1299 and P0217. Ran Oasis. No TSB's No SSM's. Performed pinpoint test "B". B1-Yes(topped off cooling system), B2-Yes, B3-No, B5-Yes (cooling system pressure test was performed on step 5 of pinpoint test). Found coolant hose leaking during pressure test. Replaced coolant hose. Performed pressure test to confirm repair. Cleared codes and test drove for further confirmation.

**********

B Moved to: 311913C Line: A

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

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

**SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

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

DealerCAR 2014 CDK Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - X2S12C - "AS-IS" - OH - 9694556

**Customer Copy**

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 25MAY18 | 16DEC17 | | 17:00 31DEC19 | - | 125.00 | CASH | 31DEC19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC185449 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 08:29 23DEC19 | 10:33 31DEC19 | |

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

SPLIT Moved to: 311913C Line: A
999ISPLT (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
**********

C** REFUND TOW BILL
CAUSE: .
01 MAINTENANCE
200154 Spires,Charles LIC#: 6137
WPF (N/C)
FC: PART#: 8A365 COUNT:
CLAIM TYPE: P11
AUTH CODE: MSPA919490
200154
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
32409 FORD WILL REIMBURSE CUSTOMER FOR TOW BILL $96.00
**********

*** THE FOLLOWING WORK NOT DONE-TRANSFERRED TO RO#311913C ***
B Moved to: 311913C Line: A

**********
****** Thank you for your business at ******
**** Mike Castrucci Ford in Milford *******
**********

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

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

**SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

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

**Customer Copy**

DealerCAP 2014 CDK Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - X2512C - "AS-IS" - OH - 9694566

[redacted]

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | INV. DATE |
| 25MAY18 | 16DEC17 | | 17:00 10JAN20 | | 125.00 | CASH | 14JAN20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC185449 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 16:32 10JAN20 | 16:56 14JAN20 | |

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

A CUSTOMER STATES WHEN SHE GOES OUT TO THE CAR IT IS ON AM AND NO FM. WONT HAPPEN EVERYTIME. PLEASE CHECK AND ADVISE

CAUSE: .

01 MAINTENANCE

200154 Spires,Charles LIC#: 6137

WPF (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

200154

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

33368 Verified customer concern. Pulled codes using FDRS. No relative codes found. Performed diagnosis by symptom. Performed pinpoint test "A". A1-No, A6-No (ACM removal was required for step 6), A7-Yes, A9-Yes, A10-Yes, A11-No (Not relevant), A14-Yes. Step 14, Ran Oasis. Found SSM-47770. Performed software update on ACM. After ACM update, re-tested system. Confirmed repair.

**********

B RENTAL CAR

40 RENTAL CAR

200154 Spires,Charles LIC#: 6137

CPC 0.00 0.00

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

33368 rental car

**********

**********

****** Thank you for your business at ******

**** Mike Castrucci Ford in Milford *******

**********

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

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*SHOP SUPPLY COSTS: We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

*Customer Copy*

DealerCAR 2014 CDK Global, LLC (0u15) EMF SERVICE INVOICE TYPE 2 - X2512C - "AS-IS" - OH - 5694556

# LAW OFFICE OF RONALD J. BOLZ, PLLC

30928 Ford Road
Garden City, MI 48135
Phone: 1-888-453-6667
Fax: 1-888-334-8333
www.LemonAuto.com
RBolz@LemonAuto.com

January 24, 2020

FMC Consumer Claims
Ford Motor Company
One America Road
Suite 400
Dearborn, MI 48126

[redacted]

Dear Sir/Madam:

Please be advised that I represent [redacted] regarding the above referenced matter. I will refrain from filing suit in an effort to resolve this matter prior to litigation upon your request. In order for you to evaluate this matter, the following is a detailed repair summary relative to [redacted] 2018 Ford Escape.

| Date | Mileage | Invoice # | Complaint |
|---|---|---|---|
| 09/12/19 | 31,451 | 304754 | **ENGINE DEFECT:** The low oil pressure message cam on. **REPLACED THE ENGINE.** |
| | | | **-86 DAYS OUT OF SERVICE** |
| 12/23/19 | 32,409 | 311913 | **ENGINE DEFECT:** The vehicle is overheating. **REPLACED THE COOLANT HOSE.** |
| | | | **-9 DAYS OUT OF SERVICE** |

| Date | Mileage | Invoice # | Complaint |
|---|---|---|---|
| 01/10/20 | 33,368 | 313151 | **ELECTRICAL DEFECT:** The FM radio does not work. **Updated the ACM.** |
| | | | **-5 DAYS OUT OF SERVICE** |
| | | | **THE VEHICLE HAS BEEN OUT OF SERVICE DUE TO REPAIR FOR AT LEAST 100 DAYS.** |

[redacted]Ms. Moore purchased the 2018 Ford EcoSport from [redacted] Ford. [redacted] has submitted the 2018 Ford EcoSport for vehicle defects on at least three (3) different occasions. The limited written warranty provides that Ford Motor Company, or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle after three (3) attempts is a breach of its warranty.

It is my understanding that you will review this matter and contact me within 30 days upon receipt of this letter.

This offer and all of its contents are for settlement purposes only.

Thank you for your time and attention. I look forward to hearing from you.

Very Truly Yours,

**LAW OFFICE OF RONALD J. BOLZ, PLLC**

[redacted]

RJB/snm
Encl.

## ADDITIONAL TERMS OF THIS CONTRACT AND SECURITY AGREEMENT

**GENERAL TERMS:** You have been given the opportunity to purchase the Vehicle and described services for the Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any services if you buy them over time. You agreed to purchase the items over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee, that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to reduce the principal balance, and when the principal has been paid in full, refund it to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract.

**UNEQUAL PAYMENTS:** If this Contract is not payable in substantially equal successive installments, you may have the right by law to refinance this Contract on terms as favorable as the terms originally agreed to in this Contract. This right does not apply if your payment schedule is adjusted for seasonal or irregular income.

**PREPAYMENT:** You may prepay this Contract in full or in part at any time.

**Contractual Lien on Accounts:**
In addition to any other security listed in this agreement, you give to us a contractual lien (i.e., a security interest) on all funds in any share account (including, but not limited to, your share, share draft and share certificate accounts, but excluding IRA account(s)), with us on which you are a signatory or in which you have an ownership interest now or in the future, regardless of the source of the funds. You agree that we may use such funds, without notice, to pay any debts or amounts owed to us by you, other than obligations secured by real property or where otherwise prohibited by federal or state law or regulation.

**Additional Security (Cross Collateralization):**
You understand and agree that the property referenced as security herein (and all proceeds thereof and all insurance proceeds and insurance premium refunds, whether we have required the insurance or not) shall secure this loan and any and all other loans and lines of credit you now have with us or become obligated to pay in the future. In addition, any property (and any proceeds thereof and all insurance premium refunds) securing other loans and lines of credit you have with us or become obligated to pay us in the future will also secure all funds advanced by us under this loan. This "Cross Collateralization" agreement shall not apply to any loan, line of credit or other agreement secured by real property, property used as your dwelling or where otherwise prohibited by federal or state law or regulation.

[redacted]

charges accruing on the unpaid balance at the rate of 3.9900 % per year from today's date until paid in full. Finance charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

**DOWN PAYMENT:** You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. ☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

☐ **RETURNED CHECK CHARGE:** If you make any payment required by this Contract with a check or negotiable instrument that is returned or dishonored, you agree to pay a fee of $ 25.00 .

## TRUTH IN LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost you. | AMOUNT FINANCED<br>The amount of credit provided to you or on your behalf. | TOTAL OF PAYMENTS<br>The amount you will have paid when you have made all scheduled payments. | TOTAL SALE PRICE<br>The total cost of your purchase on credit, including your down payment of 6000.00 |
|---|---|---|---|---|
| 4.30 % | $ 510.75 | $ 20670.50 | $ 28181.25 | $ [illegible] |

**Payment Schedule:** Your payment schedule will be

| Number of Payments | Amount of Payments | When Payments Are Due |
|---|---|---|
| 75 | 375.75 | MONTHLY BEGINNING 06/26/2013 |

**Security:** You are giving a security interest in the Motor Vehicle purchased.

☒ **Late Charge:** If a payment is more than 15 days late, you will be charged a late charge of $30.00

[redacted]

to us. If you buy the coverage from or through us, you will pay

$ N/A for _____

_____ of coverage.

## *Additional Protections*

**You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.**

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

## NOTICE TO BUYER

**(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge.**

**BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT INCLUDING THE TERMS INCLUDED IN THE "CONTRACTUAL LIEN ON**

[redacted]

# STATE OF OHIO - BUREAU OF MOTOR VEHICLES
## CERTIFICATE OF REGISTRATION

[redacted]

- It is also illegal for any motor vehicle owner to allow anyone else to drive the owner's vehicle without insurance or FR coverage.
- PROOF OF INSURANCE OR FR COVERAGE IS REQUIRED: Whenever a police officer issues a traffic ticket*At all vehicle inspection stops*Upon traffic court appearances*Upon random checks by the Registrar of Motor Vehicles.
- ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL: Lose his or her driver license until requirements are met on first offense, one year on second offense, and two years on third and subsequent offenses* Lose his or her license plates and vehicle registration*Pay reinstatement fees of $100.00 on first offense, $300.00 for second offense, and $600.00 for third and subsequent offenses*Pay a $50.00 penalty for any failure to surrender his or her driver license, license plates or registration AND*Be required to maintain special FR coverage ("High-risk" insurance or equivalent) on file with the Bureau of Motor Vehicles for THREE or FIVE YEARS.
- ONCE THIS SUSPENSION IS IN EFFECT: Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for FIVE YEARS.
- IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE: In addition to all the penalties listed above, you may have*A SECURITY SUSPENSION for TWO YEARS or more and*A JUDGEMENT SUSPENSION INDEFINITELY (until all damages have been satisfied).
- THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW. WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE.
- WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING:*AN INSURANCE POLICY showing automobile liability insurance of at least $25,000 bodily injury per person, $50,000 injury two or more persons, and $25,000 property damage*AN INSURANCE IDENTIFICATION CARD (same coverage)*A SURETY BOND OF $30,000 issued by any authorized surety company or insurance company*A BMV BOND SECURED BY REAL ESTATE having equity of at least $60,000*A BMV CERTIFICATE FOR MONEY OR GOVERNMENT BONDS in the amount of $30,000 on deposit with the Ohio Treasurer of State*A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

### PROOF OF FINANCIAL RESPONSIBILITY

I affirm that all owners (or lessees of leased vehicle) now have insurance or other FR coverage and will not operate or permit the operation of this motor vehicle without FR coverage; all previous registration fees due have been paid; this plate category is correct; and this vehicle will not be used as a commercial or farm vehicle unless so registered.

By signing below I agree to and attest that all the above is true and accurate,

X *SIGNATURE ON FILE*

SIGNATURE OF OWNER(S) DATE

WARNING: APPLICANT GIVING FALSE INFORMATION IS SUBJECT TO PROSECUTION-O.R.C. SEC. 2921.13.
APPLICATION MUST BE SIGNED BY THE OWNER(S) AS NAMED ON CERTIFICATE OF TITLE.

**DO NOT DISCARD.**
**THIS IS YOUR VEHICLE REGISTRATION CERTIFICATE.**

BMV5701 6/14 [760-1058] Printed on: 4/6/2019 10:13:39 AM RESTRICTED **CUSTOMER COPY WITHOUT ADDRESS**

[redacted]

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 25MAY18 | 16DEC17 | | 17:00 19SEP19 | | 125.00 | CASH | 06DEC19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC185449 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 17:25 12SEP19 | 11:03 06DEC19 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| A CEL CAME ON AND MESSAGE COMES UP SAYING LOW OIL PRESSURE PLEASE ADVISE | | | | | | | |
| CAUSE: . | | | | | | | |
| | 18 | DRIVEABILITY | | | | | |
| | | 200206 FUCITO,NICOLAS LIC#: 7312 | | | | | |
| | | WPF | | | | | (N/C) |
| | | 200154 Spires,Charles LIC#: 6137 | | | | | |
| | | WPF | | | | | (N/C) |
| | 1 | CM5Z*6268*A BELT - TIMING | | | | | (N/C) |
| | 1 | CM5Z*6K254*A TENSIONER - TIMING BELT | | | | | (N/C) |
| | 1 | G1FZ*6006*A SERVICE ENGINE ASY | | | | | (N/C) |
| | | CORE CHARGE W | | | | | (N/C) |
| | 1 | CM5Z*6K682*L TURBOCHARGER ASY | | | | | (N/C) |
| | | CORE CHARGE W | | | | | (N/C) |
| | 1 | 4R8Z*6N652*A GASKET | | | | | (N/C) |
| | 1 | F1FZ*9N454*G HEAT SHIELD | | | | | (N/C) |
| | 8 | *W715309*S300 STUD | | | | | (N/C) |
| | 4 | *W716271*S437 NUT | | | | | (N/C) |
| | 4 | *W715474*S437 BOLT AND WASHER ASY - HEX.HEAD | | | | | (N/C) |
| | 4 | *W711508*S442 SCREW AND WASHER ASY | | | | | (N/C) |
| | 1 | GN1Z*5A215*A CLAMP - EXHAUST | | | | | (N/C) |
| | 4 | *W715309*S300 STUD | | | | | (N/C) |
| | 1 | CM5Z*9450*A GASKET | | | | | (N/C) |
| | 5 | *W716271*S437 NUT | | | | | (N/C) |
| | 1 | CM5Z*9E936*A GASKET | | | | | (N/C) |
| | 4 | *W715618*S437 NUT | | | | | (N/C) |
| | 2 | CM5Z*00812*E BOLT | | | | | (N/C) |
| | 5 | *W500015*S437 SCREW | | | | | (N/C) |
| | 1 | CM5Z*8507*A GASKET - WATER PUMP | | | | | (N/C) |
| | 1 | CM5Z*6K679*B PIPE - OIL FEED | | | | | (N/C) |
| | 4 | *W505532*S437 SCREW | | | | | (N/C) |
| | 1 | CM5Z*6L092*A TUBE ASY - DRAIN | | | | | (N/C) |
| | 2 | *W505533*S437 SCREW | | | | | (N/C) |
| | 1 | 4R8Z*6N652*A GASKET | | | | | (N/C) |

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

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

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***Customer Copy***

DealerCAR 2014 CDK Global, LLC 101/151 EMF SERVICE INVOICE TYPE 2 - K2512C - "AS-IS" - OH - 9894556

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 25MAY18 | 16DEC17 | | 17:00 19SEP19 | | 125.00 | CASH | 06DEC19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC185449 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 17:25 12SEP19 | 11:03 06DEC19 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| | 8 *W715309*S300 STUD | | | | | | (N/C) |
| | 4 *W716271*S437 NUT | | | | | | (N/C) |
| | 3 CM5Z*9439*A GASKET - INTAKE MANIFOLD | | | | | | (N/C) |
| | 6 F1FZ*6379*A BOLT - HEX.HEAD | | | | | | (N/C) |
| | 1 CM5Z*8255*A GASKET | | | | | | (N/C) |
| | 1 *W715776*S300 RING | | | | | | (N/C) |
| | 4 *W715775*S300 RING | | | | | | (N/C) |
| | 4 *W715777*S300 RING | | | | | | (N/C) |
| | 4 *W715778*S300 RING - ADJUSTING | | | | | | (N/C) |
| | 1 CM5Z*9229*A KIT - "O" RING | | | | | | (N/C) |
| | 2 *W500414*S442 BOLT | | | | | | (N/C) |
| | 1 AA5Z*9E583*A SEAL | | | | | | (N/C) |
| | 4 *W716038*S437 STUD | | | | | | (N/C) |
| | 1 BM5Z*2A572*A GASKET - VACUUM PUMP | | | | | | (N/C) |
| | 1 CM5Z*9J323*A TUBE ASY | | | | | | (N/C) |
| | 3 SP*538*A SPARK PLUG | | | | | | (N/C) |
| | 2 VC*3DIL*B ANTI-FREEZE | | | | | | (N/C) |
| | 5 XO*5W20*Q1SP MOTORCRAFT SAE 5W-20 API GF-5 | | | | | | (N/C) |
| | -1 CM5Z*6K682*L CORE RETURN | | | | | | (N/C) |
| | -1 G1FZ*6006*A CORE RETURN | | | | | | (N/C) |

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
200206

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

31451 Verified customers concern. Pulled codes using FDRS. Found code P0012. Ran Oasis. No TSB's, No SSM's. Performed pinpoint test "HK". HK1-Yes, HK10-No, HK11-No, HK12-No, HK13-Yes. Was instructed to perform manual oil pressure test. Performed oil pressure test. Found actual oil pressure way below specifications. Drained engine oil for inspection. Found engine oil contaminated with metal shavings. Removed oil pan for further inspection. Found oil pump belt tensioner has came apart and was laying in oil pan. Oil pump belt was shredded. Suggest replacement engine and turbo due to metal contaminated engine oil has

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

*SHOP SUPPLY COSTS: We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES * | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| PLEASE PAY THIS AMOUNT | |

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

**Customer Copy**

DealerCAR 2014 CDK Global, LLC [01/15] EMF SERVICE INVOICE TYPE 2 - X2512C - "AS-IS" - OH 9894656

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 25MAY18 | 16DEC17 | | 17:00 19SEP19 | | 125.00 | CASH | 06DEC19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC185449 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 17:25 12SEP19 | 11:03 06DEC19 | |

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

been spread all through engine and turbo for extended period of time. Removed engine assembly. Swapped external parts from original engine to new long block. Installed new engine assembly. Performed all necessary resets. Test drove vehicle. Confirmed repair.

**********

B WILL NEED LOANER AS SOON AS ONE IS AVAILABLE

40 RENTAL CAR

200154 Spires,Charles LIC#: 6137

ISP (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

**********

**********

****** Thank you for your business at ******

**** Mike Castrucci Ford in Milford *******

**********

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 0.00 |
| PARTS AMOUNT | $ 0.00 |
| GAS, OIL, LUBE | $ 0.00 |
| SUBLET AMOUNT | $ 0.00 |
| MISC. CHARGES * | $ 0.00 |
| TOTAL CHARGES | $ 0.00 |
| LESS INSURANCE | $ 0.00 |
| SALES TAX | $ 0.00 |
| **PLEASE PAY THIS AMOUNT** | **$ 0.00** |

***Customer Copy***

DealerCAP 2014 CDK Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - X2SI2C - "AS-IS" - OH - 8694686

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 25MAY18 | 16DEC17 | | 17:00 31DEC19 | | 125.00 | CASH | 31DEC19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC185449 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 08:29 23DEC19 | 10:33 31DEC19 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|

A CUSTOMER STATES THE CAR IS OVER HEATING. PLEASE CHECK AND ADVISE
CAUSE: .

12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST - L
200154 Spires,Charles LIC#: 6137
WPF (N/C)

1 GN1Z*8A365*A HOSE - OVERFLOW (N/C)

12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
200154 Spires,Charles LIC#: 6137
WPF (N/C)

8005D COOLING SYSTEM PRESSURE TEST - DIAGNOSIS (8005) - L
200154 Spires,Charles LIC#: 6137
WPF (N/C)

8260AUP HOSE-RADIATOR - REMOVE AND INSTALL OR REPLACE (8260/8286) - L
200154 Spires,Charles LIC#: 6137
WPF (N/C)

FC: E23 42
PART#: GN1Z*8A365*A
COUNT:
CLAIM TYPE:
AUTH CODE:
200154

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

32409 Verified customer concern. Pulled codes using FDRS. Found codes P1299 and P0217. Ran Oasis. No TSB's No SSM's. Performed pinpoint test "B". B1-Yes(topped off cooling system), B2-Yes, B3-No, B5-Yes (cooling system pressure test was performed on step 5 of pinpoint test). Found coolant hose leaking during pressure test. Replaced coolant hose. Performed pressure test to confirm repair. Cleared codes and test drove for further confirmation.

**********

B Moved to: 311913C Line: A

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

**SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES * | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| PLEASE PAY THIS AMOUNT | |

DealerCAR 2014 CDK Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - X2S12C - "AS-IS" - OH - 9694556

**Customer Copy**

[redacted]

| DLD DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 25MAY18 | 16DEC17 | | 17:00 31DEC19 | - | 125.00 | CASH | 31DEC19 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC185449 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 08:29 23DEC19 | 10:33 31DEC19 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|

SPLIT Moved to: 311913C Line: A
999ISPLT (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
**********

C** REFUND TOW BILL
CAUSE: .
01 MAINTENANCE
200154 Spires,Charles LIC#: 6137
WPF (N/C)
FC: PART#: 8A365 COUNT:
CLAIM TYPE: P11
AUTH CODE: MSPA919490
200154
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
32409 FORD WILL REIMBURSE CUSTOMER FOR TOW BILL $96.00
**********

*** THE FOLLOWING WORK NOT DONE-TRANSFERRED TO RO#311913C ***
B Moved to: 311913C Line: A

**********
****** Thank you for your business at ******
**** Mike Castrucci Ford in Milford *******
**********

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

**SHOP SUPPLY COSTS:** We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 0.00 |
| PARTS AMOUNT | $ 0.00 |
| GAS, OIL, LUBE | $ 0.00 |
| SUBLET AMOUNT | $ 0.00 |
| MISC. CHARGES * | $ 0.00 |
| TOTAL CHARGES * | $ 0.00 |
| LESS INSURANCE | $ 0.00 |
| SALES TAX | $ 0.00 |
| PLEASE PAY THIS AMOUNT | $ 0.00 |

**Customer Copy**

DealerCAP 2014 CDK Global, LLC (01/15) EMF SERVICE INVOICE TYPE 2 - X2512C - "AS-IS" - OH - 9694566

[redacted]

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 25MAY18 | 16DEC17 | | 17:00 10JAN20 | | 125.00 | CASH | 14JAN20 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC185449 ENG:1.0 Liter TRN:6-SPD_AUTO_TRANS_W/SLCTSHFT |
|---|---|---|
| 16:32 10JAN20 | 16:56 14JAN20 | |

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES WHEN SHE GOES OUT TO THE CAR IT IS ON AM AND NO FM.
WONT HAPPEN EVERYTIME. PLEASE CHECK AND ADVISE
CAUSE: .
01 MAINTENANCE
200154 Spires,Charles LIC#: 6137
WPF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
200154
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
33368 Verified customer concern. Pulled codes using FDRS. No relative codes found. Performed diagnosis by symptom. Performed pinpoint test "A". A1-No, A6-No (ACM removal was required for step 6), A7-Yes, A9-Yes, A10-Yes, A11-No (Not relevant), A14-Yes. Step 14, Ran Oasis. Found SSM-47770. Performed software update on ACM. After ACM update, re-tested system. Confirmed repair.
**********

B RENTAL CAR
40 RENTAL CAR
200154 Spires,Charles LIC#: 6137
CPC 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
33368 rental car
**********

**********
****** Thank you for your business at ******
**** Mike Castrucci Ford in Milford *******
**********

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*SHOP SUPPLY COSTS: We have added a charge equal to 15% of the total labor cost, not to exceed $35.00 to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | $ 0.00 |
| PARTS AMOUNT | $ 0.00 |
| GAS, OIL, LUBE | $ 0.00 |
| SUBLET AMOUNT | $ 0.00 |
| MISC. CHARGES * | $ 0.00 |
| TOTAL CHARGES | $ 0.00 |
| LESS INSURANCE | $ 0.00 |
| SALES TAX | $ 0.00 |
| PLEASE PAY THIS AMOUNT | $ 0.00 |

*Customer Copy*

DealerCAR 2014 CDK Global, LLC (0u15) EMF SERVICE INVOICE TYPE 2 - X2512C - "AS-IS" - OH - 5694556



# *Krohn & Moss, Ltd.*

*Main Office*
*10 N. Dearborn St, 3rd Floor*
*Chicago, IL 60602*
*www.yourlemonlawrights.com*

*Writer's Direct Number*
*(312) 578-9428 Ext. 266*
*Writer's Direct Facsimile*
*(866) 289-0898*
*Writer's Direct E-Mail*
*bschueler@consumerlawcenter.com*
*www.yourlemonlawrights.com*

*Writer licensed to practice only in:*
*Illinois*


May 21, 2021

**SENT VIA E-MAIL**
**ogcclaim@ford.com**

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121

**RE:** [redacted]

Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

**Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.**

**Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.**

There is a defect present in my client's vehicle for which relief is sought and numerous attempts to repair the vehicle have been unsuccessful. The defect includes, but is not limited to:

1. Defective engine/electrical system as evidenced by no start condition; and
2. Any additional defects, whether or not they are contained on any dealer repair orders.

Because of the defect, my client has justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take her car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

> Based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow her the opportunity or permit her to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified in writing of your breach of warranty and of my client's intent to pursue claims for breach of warranty in a court of law should you fail to amicably resolve this matter. Please be advised that pursuant to Uniform Commercial Code §2-711(3), my client has a security interest in the vehicle. Unless you are willing to accept the return of the vehicle and reimburse my client for all monies paid on the vehicle, my client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code §9-404, that you file a termination statement within ten (10) days to terminate your security interest and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code §9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client requests the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defect and payment of our attorneys' fees pursuant to the fee-shifting provision of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort will be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

*/s/ Brandi Schueler*

Brandi Schueler
Attorney at Law

BS/vk
cc: [redacted]



KAHN & ASSOCIATES
L.L.C.

6200 Rockside Woods Blvd. · Suite 215 · Independence, Ohio 44131
Phone: (216) 621-6101 · Fax: (216) 621-6006
Email: info@kahnandassociates.com
www.KahnAndAssociates.com

October 18, 2021

**VIA FIRST CLASS U.S. MAIL**

Ford Motor Company
Customer Assistance Center
16800 Executive Plaza Drive
Dearborn, MI 48121

**Re:**
**Our Client:**
**Vehicle:**
**Date of Purch/Leas**
**VIN:**
**Current Mileage:**
**Our File No:**



Dear Case Manager:

Please be advised that this office has been retained by [redacted] regarding the above-referenced vehicle which was obtained from North Coast Automall (1875 Brittain Road, Akron, Ohio 44310). Since that time, our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Engine;
2. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Ohio Lemon Law, the Magnuson-Moss Warranty Act and the Ohio Uniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...," these defects have understandably caused our client to lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you (and the authorized dealer) are hereby notified that our client is revoking acceptance of the vehicle effective immediately. Our client has directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.[1]

If you wish to resolve this matter expeditiously or merely apprise us of your position, please contact this office within the next fourteen (14) days. If we do not hear anything from you, because Ford Motor Company does not have an approved Informal Dispute Resolution Mechanism in Ohio we have been directed to begin preparing a formal complaint to be filed with the Court.

Sincerely,

**KAHN & ASSOCIATES, L.L.C.**

[redacted]

J. Daniel Sc[redacted]
Attorney fo[redacted]

[1]Until this matter is resolved, our client reserves the right to make appointments to have current and future defects repaired by any authorized dealer of the consumer's choice, especially while the vehicle remains under warranty.

# STATE OF OHIO - BUREAU OF MOTOR VEHICLES
## CERTIFICATE OF REGISTRATION

[redacted]

EXP. DATE: 11/11/2021 ISSUE DATE: 10/04/2021

VEHICLE OWNERSHIP: SINGLE

APP NO.:
AGENCY:
USER ID:

[redacted]

VEHICLE CLASS: PASSENGER
ODOMETER READING: 41,675
MAKE: FORD

CERTIFICATE TITLE
VEH. SERIAL NO.:
PURCHASE DATE:

PLATE TYPE: OHIO PRIDE
REG TYPE: NEW

SUSPENSION/REVOCATION: NO
PRIOR OPERATION: YES
FEES PAID: NO

| | |
|---|---|
| STATE FEES: | $18.00 |
| | $12.50 |
| LOCAL TAX: | $0.50 |
| REFL./CO. FEE: | $5.00 |
| DEPUTY FEE: | |
| TOTAL FEES: | $36.00 |

- In Ohio, it is illegal to drive any motor vehicle without insurance or other financial responsibility (FR) coverage.
- It is also illegal for any motor vehicle owner to allow anyone else to drive the owner's vehicle without insurance or FR coverage.
- PROOF OF INSURANCE OR FR COVERAGE IS REQUIRED: Whenever a police officer issues a traffic ticket*At all vehicle inspection stops*Upon traffic court appearances.
- ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL: Lose his or her driver license until requirements are met on first offense, one year on second offense, and two years on third and subsequent offenses* Lose his or her license plates and vehicle registration*Pay reinstatement fees of $100.00 on first offense, $300.00 for second offense, and $600.00 for third and subsequent offenses*Pay a $50.00 penalty for any failure to surrender his or her driver license, license plates or registration AND*Be required to maintain special FR coverage ("High-risk" insurance or equivalent) on file with the Bureau of Motor Vehicles for THREE or FIVE YEARS.
- ONCE THIS SUSPENSION IS IN EFFECT: Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for FIVE YEARS.
- IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE: In addition to all the penalties listed above, you may have*A SECURITY SUSPENSION for TWO YEARS or more and*A JUDGEMENT SUSPENSION INDEFINITELY (until all damages have been satisfied).
- THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW. WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE.
- WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING:*AN INSURANCE POLICY showing automobile liability insurance of at least $25,000 bodily injury per person, $50,000 injury two or more persons, and $25,000 property damage*AN INSURANCE IDENTIFICATION CARD (same coverage)*A SURETY BOND OF $30,000 issued by any authorized surety company or insurance company*A BMV BOND SECURED BY REAL ESTATE having equity of at least $60,000*A BMV CERTIFICATE FOR MONEY OR GOVERNMENT BONDS in the amount of $30,000 on deposit with the Ohio Treasurer of State*A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

### PROOF OF FINANCIAL RESPONSIBILITY

I affirm that all owners (or lessees of leased vehicle) now have insurance or other FR coverage and will not operate or permit the operation of this motor vehicle without FR coverage; all previous registration fees due have been paid; this plate category is correct; and this vehicle will not be used as a commercial or farm vehicle unless so registered.

By signing below I agree to and attest that all the above is true and accurate,

X *SIGNATURE ON FILE* DATE

SIGNATURE OF OWNER(S)

WARNING: APPLICANT GIVING FALSE INFORMATION IS SUBJECT TO PROSECUTION-O.R.C. SEC. 2921.13.
APPLICATION MUST BE SIGNED BY THE OWNER(S) AS NAMED ON CERTIFICATE OF TITLE.

**DO NOT DISCARD.**

**THIS IS YOUR VEHICLE REGISTRATION CERTIFICATE.**

**CUSTOMER COPY**

BMV5701 7/19 [760-1058] Printed on: 10/4/2021 3:40:23 PM RESTRICTED

RETAIL INSTALLMENT (WITH ARBITRA

[redacted]

## VEHICLE INFORMATION

| YEAR | MAKE | MODEL | COLOR | STOCK NO. |
|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | SILVER | 166509F01 |

SERIAL NO. [redacted]

**ODOMETER MILEAGE STATEMENT: The odometer of the Vehicle now reads** 41,675 **and is accurate unless checked below.**

☐ **Odometer mileage is not accurate. Refer to the Federal Mileage Statement for full disclosure.**

THE VEHICLE IS: ☐NEW ☒USED

PRIOR USE DISCLOSURE: ☐DEMONSTRATOR ☐FACTORY OFFICIAL ☐RENTAL ☒OTHER

### WARRANTY STATEMENT

**All warranties, if any, by a manufacturer or supplier other than Seller are theirs, not Seller's, and only such manufacturer or other supplier shall be liable for performance under such warranties. Unless Seller furnishes Buyer with a separate written warranty or service contract made by Seller on its own behalf, Seller hereby disclaims all warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose in connection with the Vehicle and any related products and services sold by Seller. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the Vehicle and the related products and services.**

☒ ***We are providing a USED VEHICLE LIMITED WARRANTY in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.***

**CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY): The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. SPANISH TRANSLATION: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla parta este vehículo forma parte del presente contrato. La intormación del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.**

| | |
|---|---|
| **CASH PRICE OF VEHICLE** | 17,543.00 |
| ADDITIONAL GOODS/SERVICES | |
| Additional Products | N/A |
| Service Contract | 2,100.00 |
| Documentary Fee | 250.00 |
| GAP | 895.00 |
| | N/A |
| **TOTAL SELLING PRICE** | 20,788.00 |
| LESS: TRADE-IN ALLOWANCE(S) | N/A |
| | |
| **SUBTOTAL** | 20,788.00 |
| TAXABLE PRICE $_____ | |
| SALES TAX 7.00 % | 1,455.16 |
| N/A | N/A |
| Filing Fees | N/A |
| Tile/Lic./Reg Fees | 35.00 |
| OH LIC. PLATE CONVENIENCE FEE | N/A |
| PLUS: BALANCE OWED ON TRADE-IN(S) (Includes any negative equity*) | N/A |
| **TOTAL DUE** | 22,278.16 |
| LESS: DEPOSIT/PARTIAL PAYMENT | 4,000.00 |
| TOTAL DEFERRED DOWN | N/A |
| CASH BACK (to customer) | N/A |
| | |
| **UNPAID BALANCE** | 18,278.16 |

### TRADE-IN VEHICLE (1) INFORMATION

| Year: | Make: | Model: | Color: |
|---|---|---|---|
| N/A | N/A | N/A | N/A |

Serial No: N/A

Odometer Reading: ☐ Not Accurate N/A

| Trade-In (1) Allowance: | Balance Owed & Lienholder: | Negative Equity*: |
|---|---|---|
| N/A | N/A | N/A |

### TRADE-IN VEHICLE (2) INFORMATION

| Year: | Make: | Model: | Color: |
|---|---|---|---|
| N/A | N/A | N/A | N/A |

Serial No: N/A

Odometer Reading: ☐ Not Accurate N/A

| Trade-In (2) Allowance: | Balance Owed & Lienholder: | Negative Equity*: |
|---|---|---|
| N/A | N/A | N/A |

The sum of $ 4,000.00 was received from you as a (check one) ☒Deposit/☐Partial Payment. It is not refundable, except as set forth in this Agreement. In the case [redacted] vehicle for

*NEGATIVE EQUITY. You are aware that the Balance Owed on your Trade-In/Lease Turn-in Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount).

X_____

☐ IF MARKED PLEASE SEE PARAGRAPH 12. CONDITIONAL (SPOT) DELIVERY/LIMITED RIGHT TO CANCEL, BELOW



Buyer(s) initials JTS EM

Original

## ADDITIONAL TERMS AND CONDITIONS

1. ***We have the right to increase the Vehicle price.*** *We may increase the price of the Vehicle after we accept this Agreement if any Trade-In Vehicle described above is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.*
2. **Manufacturer – New Vehicle Pricing, Design and Availability.** The manufacturer of the Vehicle (the "Manufacturer") may change or modify the design of or any part or accessory of its new vehicles without notice to us. If this occurs, you agree that you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.
3. **Buyer Representations and Warranties.** You represent, warrant and affirm to us that: • you are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date 1 year thereafter; • you acknowledge that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; • the Deposit/Down Payment and any amounts due to us have been paid in full, any check given to us will be honored by your bank, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; • all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; • you are the person you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us; and any Trade-In Vehicle delivered to us has been properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
4. **Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction must be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the balance owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the balance owed is less than the amount listed, we will pay or credit the difference to you. If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
5. **Cancellation Remedies:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the Manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or cancelled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you pursuant to Paragraphs 1 or 4. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you are responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/ Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
6. **Default:** In the event you have agreed to pay the Unpaid Balance described on the first page of this Agreement in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Unpaid Balance from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we may, at our sole discretion, exercise the remedies provided in this Agreement or otherwise available at law or equity, either separately or together, including the following: • we may cancel this Agreement; • we may repossess the Vehicle without notice (if permitted by law); • we may rescind the sales transaction; • we may seek collection for amounts due; • we may retain any cash down payment made by you; and • in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, we may sell such Trade-In Vehicle and reimburse the Seller out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by the Seller as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you are responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder(s) described on the first page of this Agreement and for any reasonable expenses incurred by the Seller in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any waiver by of a remedy hereunder is not a continuing waiver. If the actual amount you owe us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you must pay the difference to us upon demand. If the actual amount you owe is less the proceeds of such sale, then we will pay the difference to you.
7. **Other Products and Services:** We offer our customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than our cost, and/or we may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Unpaid Balance under this Agreement with a particular lender. If this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in Unpaid Balance, then we will apply an appropriate credit to the balance you owe under this Agreement.
8. **Dealer Assisted Financing:** If you choose us to assist you to obtain financing for payment of the Unpaid Balance, you give us permission to submit credit applications on your behalf to third-party finance sources. Any annual percentage rate (APR) quoted by us may be negotiable, and we may receive a fee, commission or other compensation from any third-party finance source. We do not make any representations or warranties regarding whether you obtained the best APR or could have obtained a better APR from us or a third-party finance source.



Buyer(s) initials JTS EM

Original

9. *GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.*

10. **LIMIT ON DAMAGES:** TO THE EXTENT PERMITTED BY OHIO LAW, BUYER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

11. **Entire Agreement:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.

12. **Conditional (Spot) Delivery/Limited Right to Cancel:** We agree to deliver the vehicle to you on the date this contract is signed by us and you. You understand that it may take some time for us to verify your credit and assign this contract. You agree that we have **fifteen (15) days** to assign this contract. If we are unable to assign this contract within fifteen days to a financial institution with whom we commonly assign contacts, you or we may cancel this contract. This limited right to cancel will end at the earlier of the date we assign the contract or the end of the stated time period. We will notify you if we cannot assign this contract and if we elect to cancel this contract. Upon receipt of such notice, you must comply with the obligations described in the following paragraph and we must give back to you all consideration we have received in accordance with the terms of the Buyers Order.

    If we do not assign the contract within the time described above, and you or we cancel this contract as provided above, you must return the vehicle to us immediately in the same condition as when sold, reasonable wear and tear excepted. You agree to pay us the cost of repairing any damage occurring to the vehicle while it is in your possession and to hold us harmless from any expenses, costs and fees arising out of any act pertaining to the operation of the vehicle while it is in your possession. If the vehicle is immobilized or impounded while in your possession, you agree to do whatever is necessary to ensure the vehicle's return to us. If you do not return the vehicle immediately, you will be liable for all expenses incurred by us in taking the vehicle from you. If you fail to return the vehicle, we may use any legal means to take it back.

    While the vehicle is in your possession you assume all risk of loss or and are responsible for any damage to the vehicle. ***Nothing in this section gives you the right to cancel this contract for reasons unrelated to our assignment of this contract.***

13. ***Arbitration:*** *Either you or we may choose to have any dispute arising under this Agreement resolved by binding neutral arbitration under the rules then in effect of the American Arbitration Association ("AAA") or any other arbitration organization you choose and that we approve in writing ("the Arbitration Organization"). The arbitration shall be conducted under the then current rules of the Arbitration Organization and not by any state law concerning arbitration. You may get a copy of the rules of an Arbitration Organization by contacting the Arbitration Organization or visiting its website. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover a* deficiency balance, or for individual injunctive relief. Either of us may elect to arbitrate even if an action has been filed in court, so long as no judgment has been rendered. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. A single arbitrator shall hold the arbitration hearing at a location near where you signed this Agreement (or, if you have since moved, in the federal judicial district where you live). The arbitrator shall apply applicable law, including applicable statutes of limitation. The arbitrator's award shall be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act. Either party may enter judgment on the award in the highest local, state or federal court or before any administrative body. We agree to pay any initial filing fee you may owe should you choose to arbitrate. Additionally, we agree for only the first day of arbitration to pay the following fees up to a maximum of $2500 in the aggregate, unless the law or the rules of the chosen arbitration organization require us to pay more: the arbitrator's fee, those reasonable arbitration expenses or costs (excluding attorney fees) assessed to you that you would not pay if you had brought a dispute in court, and any other reasonable expense or cost unique to the arbitration process. We will also pay other amounts an arbitrator determines that we must pay in order to assure the enforceability of this arbitration provision. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims are frivolous under applicable law. This arbitration provision shall survive termination or expiration of this Agreement. NO CLASS ACTION ARBITRATION MAY BE BROUGHT OR ORDERED UNDER THIS ARBITRATION PROVISION AND THERE SHALL BE NO JOINDER OF PARTIES, EXCEPT FOR JOINDER OF PARTIES TO THIS AGREEMENT. IF EITHER YOU OR WE CHOOSE TO ARBITRATE, THE FOLLOWING WARNINGS APPLY: ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING ARBITRATION; YOU WILL GIVE UP THE RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED WILL BE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE AN ARBITRATION AWARD IN COURT WILL BE VERY LIMITED. If any part of this arbitration provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. You and we agree that this Agreement evidences a transaction in interstate commerce. This Arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. and not by any state arbitration law.

    If you don't want this arbitration provision to apply, you may reject it by mailing us at 5755 Granger Rd., Ste. 777, Independence, OH 44131 a written rejection notice which identifies this Agreement and tells us that you are rejecting this arbitration provision. A rejection notice is effective only if it is signed by each Buyer and the envelope the rejection is sent in has a postmark of 14 days or less after the date of this Agreement. The rejection of this arbitration provision will not affect any other provision of this Agreement. If you don't reject this arbitration provision, it will be effective as of the date of this Agreement.

*This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognised. You have read all of the terms and conditions of this Agreement. You further acknowledge receipt of a copy of thi[redacted] This Agreement shall not become binding until sign[redacted] and accepted by an Authorized Seller Representative.*

[redacted]

Buyer

Co-Buyer

Accepted by Au[redacted]

Buye[redacted]

EM



Original

[redacted]

| 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] | [redacted] | [redacted] |

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 in 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 Disclo[redacted]

| New | ch Purchased |
|---|---|
| | usehold unless ed below N/A |

| your credit as a yearly rate. | credit will cost you. | you or on your behalf. | have made all payments as scheduled. | credit, including your down payment of |
|---|---|---|---|---|
| | | | | $ 4,000.00 is |
| 17.47 % | $ 11,344.80 | $ 18,278.16 | $ 29,622.96 | $ 33,622.96 |

**Your Payment Schedule Will Be:**

| Number of Payments | Amount of Payments | When Payments Are Due |
|---|---|---|
| 72 | 411.43 | Monthly beginning 08/16/2021 |
| One Final Payment Of | $ N/A | On N/A |
| Or As Follows: N/A | | |

Copy

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of $ 20 or 5 % of each installment, whichever is greater.

**Prepayment.** If you pay early, you will not have to pay a penalty.

**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 and security interest.

**THIS CONSUMER [illegible] SUBJECT TO ALL [illegible] WHICH THE DEBTOR [illegible] 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 equipment obtained under this contract.

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on page 5 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

[redacted]

**WARRANTIES SELLER DISCLAIMS**

**Unless the Seller makes a written warranty, or enters 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.

**Used Car Buyer [illegible] window form fo[illegible] Information on the window form overrides any [illegible] 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.**

This is not the Authoritative Copy.

## ITEMIZATION OF AMOUNT FINANCED

| | | |
|---|---|---|
| 1 | Cash Price of vehicle, accessories, and taxes | $ 18,998.16 (1) |
| 2 | Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts): | |
| | A Government taxes not included in line 1 above | $ N/A |
| | B Government license and/or registration fees N/A | $ N/A |
| | C Government certificate of title fees | $ 15.00 |
| | D Net trade-in payoff to N/A | $ N/A |
| | E Optional Gap Contract | $ 895.00 |
| | F Documentary Fee | $ 250.00 |
| | G Other Charges (Seller must identify who is paid and describe purpose.) | |
| | to STATE for TEMPORARY TAG FEE | $ 20.00 |
| | to VIP for SERVICE CONTRACT | $ 2,100.00 |
| | to N/A for N/A | $ N/A |
| | to N/A for N/A | $ N/A |
| | to N/A for N/A | $ N/A |
| | to N/A for N/A | $ N/A |
| | to N/A for N/A | $ N/A |
| | to N/A for N/A | $ N/A |
| | to N/A for N/A | $ N/A |
| | to N/A for N/A | $ N/A |
| | Total other charges and amounts paid to others on your behalf | $ 3,280.00 (2) |
| 3 | Total cash price (1 + 2) | $ 22,278.16 (3) |
| 4 | Downpayment | |
| | Trade-in N/A (Year) (Make) (Model) | |
| | Gross trade-in $ N/A -payoff by seller | $ N/A |
| | = net trade-in $ N/A +cash | $ 4,000.00 |
| | +other (describe) N/A | $ N/A |
| | Total downpayment = (if negative enter '0' and see line 2D above) | $ 4,000.00 (4) |
| 5 | Unpaid balance of cash price (3 minus 4) | $ 18,278.16 (5) |
| 6 | Insurance | |
| | A Cost of optional credit insurance paid to insurance company or companies | |
| | Life $ N/A | $ N/A |
| | Disability $ N/A | $ N/A |
| | B Other optional insurance paid to Insurance Company or Companies | $ N/A |
| | Total insurance charges | $ N/A (6) |
| 7 | Amount financed (principal balance) (5 + 6) | $ 18,278.16 (7) |
| 8 | Finance charge | $ 11,344.80 (8) |
| 9 | Total of payments (time balance) (7 + 8) | $ 29,622.96 (9) |

**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 2E 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 72 Mos. NVP Name of Gap Contract

I want to buy a gap contract.

**Insurance.** 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.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

**Check the insurance you want and sign below:**

### Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life $ N/A

Credit Disability $ 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 insurance 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. If you choose this insurance, the cost is shown in Item 6A of the Itemization of Amount Financed. 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 below.

### Other Optional Insurance

☐ N/A Type of Insurance — N/A Term

Premium $ N/A

Insurance Company Name

N/A

Home Office Address

N/A

☐ N/A Type of Insurance — N/A Term

Premium $ N/A

Insurance Company Name

N/A

Home Office Address

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X N/A Buyer Signature — N/A Date

X N/A Co-Buyer Signature — N/A Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

of Security Interest Recording Fee Paid in Cash

**ed Check Charge:** You agree to pay a charge not to $20 if any check you give us is dishonored.

This is not the Authoritative Copy.

Customer Copy



PE23-015 001294 LC SV

## 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.

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 without penalty. 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.

e. **Your right to refinance an irregular payment schedule.** An irregular payment schedule is one with payments not scheduled to be paid in substantially equal consecutive payments. If you have an irregular payment schedule and if you are buying the vehicle primarily for personal, family, or household use, you may refinance this contract without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

### 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.*

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 put 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. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

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. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may exercise our rights under this contract, or if we choose, buy physical damage insurance covering our interest in the vehicle. 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 subtract the refund from 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 at once (accelerate). Default means:*

1. *You do not pay any payment on time;*
2. *You give false, incomplete, or misleading information on a credit application;*
3. *You start a proceeding in bankruptcy or one is started against you or your property; or*
4. *You break any agreements in this contract.*

If your only default is that you did not pay a payment on time, we may accelerate this contract only if your default continues for at least 30 days. Otherwise, we may accelerate any time after you default. Our right to accelerate is subject to any right the law gives you to reinstate 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. **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, in many situations, the law gives you the right to pay to get it back. We will tell you what you have to do to get the vehicle back.

This is not the Authoritative Copy.
COPY
01000

e. **We will sell the vehicle if you do not get it back.** If you do not do what is required to get the vehicle back, we will sell 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. 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 greater of the Annual Percentage Rate shown on the front of this contract, or the highest rate the law permits.

f. **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, you agree that 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. 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.

## 5. APPLICABLE LAW

Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

**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.

Customer Copy

This is not the Authoritative Copy.

### Limited Right to Cancel

a. We agree to deliver the vehicle to you on the date this contract is signed by us and you. You understand that it may take a few days for us to verify your credit and assign this contract. You agree that we have the number of days stated on page 2 of this contract to assign this contract. If we are unable to assign this contract within this period of time to any one of the financial institutions with whom we regularly do business, you or we may cancel this contract. This limited right to cancel will end at the earlier of the date we assign the contract or the end of the stated time period.

b. We will notify you if we cannot assign this contract and if we elect to cancel this contract. Upon receipt of such notice, you must comply with "Buyer's Obligations" described below and we must give back to you all consideration we have received in accordance with the terms of the Buyers Order.

c. Buyer's Obligations: If we do not assign the contract within the time described above, and you or we cancel this contract as provided above, you must return the vehicle to us immediately in the same condition as when sold, reasonable wear and tear excepted. You agree to pay us the cost of repairing any damage occurring to the vehicle while it is in your possession and to hold us harmless from any expenses, costs and fees arising out of any act pertaining to the operation of the vehicle while it is in your possession. If the vehicle is immobilized or impounded while in your possession, you agree to do whatever is necessary to ensure the vehicle's return to us. If you do not return the vehicle immediately, you will be liable for all expenses incurred by us in taking the vehicle from you. If you fail to return the vehicle, we may use any legal means to take it back.

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, are in full force and you assume all risk of loss or damage to the vehicle.

e. Nothing in this section gives you the right to cancel this contract for reasons unrelated to our assignment of this contract.

## NO COOLING OFF PERIOD

**State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees, if this contract is subject to the limited right to cancel described on page 2, or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.**

***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.***

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agree
contract must be in writing and we must sign it. No oral changes are binding. Buyer Sig
If any part of this contract is not valid, all other parts stay valid. We may delay or refr
them. For example, we may extend the time for making some payments without exter
**See the rest of this contract for other important agreements.**

[redacted]

**NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.**

**You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were**

[redacted]

This is not the Authoritative Copy.

**1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**

**2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**

**3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

*Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.*

*You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.*


©2017 The Reynolds and Reynolds Company
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM.
CONSULT YOUR OWN LEGAL COUNSEL.

KLABEN
AUTO STORES
Klaben Ford Lincoln of Warren, Inc
3853 Youngstown Road S.E. - P.O. Box 2307
Warren, OH 44484
Phone (330) 369-4444 * Toll Free: 1-888-545-0281

Warranty Statement & Disclaimer: The only warranty on parts and products sold in conjunction with repairs performed by Klaben Ford Lincoln of Warren, Inc. are those of the manufacturer or supplier of the parts and products. Klaben Ford Lincoln of Warren, Inc hereby expresly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with said parts and products. Klaben Ford Lincoln of Warren, Inc warrants it's workmanship and labor performed in conjunction with repairs for 90 days or 4,000 miles, whichever comes first. If there is a failure within the stated period due to our workmanship, we will perform the necessary labor to remedy the failure.

In the event, that you, the customer, authorize commencement but do not authorize completion of a repair service, a charge will be imposed for disassembly, reassembly, or partially completed work. Such a charge will be directly related to the actual amount of labor and parts involved in the inspection, repair or service.

46652 MU

[redacted]

| Line | Op-Code | Fail Code | Tech | |
|---|---|---|---|---|
| A | 09 | | A17 | Warrantv |

Concern CUSTOMER STATES VEHICLE WILL NOT START

Correction verified concern. found ssm 49918.. r&r longblock assembly. r&r turbo assembly. transferred all parts. reset KAM, misfire correlation, road test, ok. concern corrected. check engine came on self test P051B. checked crankcase pressure sensor connection, ok. found tsb 19-2164. performed tsb. concern corrected.

| Part Number | Description | Qty. |
|---|---|---|
| G1FZ 6006 A | SERVICE ENGINE | 1 |
| | CLEAN CORE | 1 |
| | DIRTY CORE | -1 |
| CM5Z 6K682 L | TURBOCHARGER A | 1 |
| | CLEAN CORE | 1 |
| | DIRTY CORE | -1 |
| W715618 S437 | NUT | 4 |
| W716271 S437 | NUT | 8 |
| W715309 S300 | STUD | 8 |
| F1FZ 9N454 G | HEAT SHIELD | 1 |
| CM5Z 6K679 B | PIPE - OIL FEE | 1 |
| 4R8Z 6N652 A | GASKET | 1 |
| AA5Z 9E583 A | SEAL | 1 |
| W500414 S442 | BOLT | 2 |
| CM5Z 9450 A | GASKET | 1 |
| CM5Z 8255 A | GASKET | 1 |
| BM5Z 2A572 A | GASKET - VACUU | 1 |
| CM5Z 9229 A | KIT - "O" RING | 1 |
| CM5Z 6L092 A | TUBE ASY - DRA | 1 |
| CM5Z 6C535 A | SEAL - VALVE | 2 |
| CM5Z 9J323 A | TUBE ASY | 1 |

[redacted]

A Continued

| Part Number | Description | Qty. |
|---|---|---|
| W715778 S300 | RING - ADJUSTI | 1 |
| W715777 S300 | RING | 1 |
| SP 538 A | SPARK PLUG | 3 |

| Sublet Code | Vendor Name | PO# / Description |
|---|---|---|
| | #208 | PO # 77044 |

Warranty

B + 00RENTAL
Concern LOANER CAR RENTAL

Warranty Claim Type: F Authorization Code: Service Cont No:

Totals

| | Amount |
|---|---|
| Total Amount Due | $0.00 |

**********
*******
* [ ] CASH [ ] CHECK CHECK NO. [_____]
* [ ] VISA, MASTERCARD, AMERICAN EXP, DISCOVER
* [ ] DEBIT CARD [ ] FORD CITICARD
**********
*******

_____
CUSTOMER SIGNATURE

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES COVERED UNDER WARRANTY 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 REP.

_____
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON
(DATE)



PE23-015 001299 LC SV

**KLABEN AUTO STORES**

**Klaben Ford Lincoln of Warren, Inc**
3853 Youngstown Road S.E. - P.O. Box 2307
Warren, OH 44484
Phone (330) 369-4444 * Toll Free: 1-888-545-0281

Warranty Statement & Disclaimer: The only warranty on parts and products sold in conjunction with repairs performed by Klaben Ford Lincoln of Warren, Inc. are those of the manufacturer or supplier of the parts and products. Klaben Ford Lincoln of Warren, Inc hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with said parts and products. Klaben Ford Lincoln of Warren, Inc warrants it's workmanship and labor performed in conjunction with repairs for 90 days or 4,000 miles, whichever comes first. If there is a failure within the stated period due to our workmanship, we will perform the necessary labor to remedy the failure.

In the event, that you, the customer, authorize commencement but do not authorize completion of a repair service, a charge will be imposed for disassembly, reassembly, or partially completed work. Such a charge will be directly related to the actual amount of labor and parts involved in the inspection, repair or service.

46652 MUN

[redacted]

Concern CUSTOMER STATES VEHICLE WILL NOT START

Correction verified concern. engine locked up. r&r longblock assembly. r&r turbo assembly. transferred all parts. reset KAM, misfire correlation, road test, ok. concern corrected.

| Part Number | Description | Qty. |
|---|---|---|
| G1FZ 6006 A | SERVICE ENGINE | 1 |
| | CLEAN CORE | 1 |
| | DIRTY CORE | -1 |
| CM5Z 6K682 L | TURBOCHARGER A | 1 |
| | CLEAN CORE | 1 |
| | DIRTY CORE | -1 |
| W715618 S437 | NUT | 4 |
| W716271 S437 | NUT | 8 |
| W715309 S300 | STUD | 8 |
| F1FZ 9N454 G | HEAT SHIELD | 1 |
| CM5Z 6K679 B | PIPE - OIL FEE | 1 |
| 4R8Z 6N652 A | GASKET | 1 |
| AA5Z 9E583 A | SEAL | 1 |
| W500414 S442 | BOLT | 2 |
| CM5Z 9450 A | GASKET | 1 |
| CM5Z 8255 A | GASKET | 1 |
| BM5Z 2A572 A | GASKET - VACUU | 1 |
| CM5Z 9229 A | KIT - "O" RING | 1 |
| CM5Z 6L092 A | TUBE ASY - DRA | 1 |
| CM5Z 6C535 A | SEAL - VALVE | 2 |
| CM5Z 9J323 A | TUBE ASY | 1 |
| W715778 S300 | RING - ADJUSTI | 1 |

[redacted]

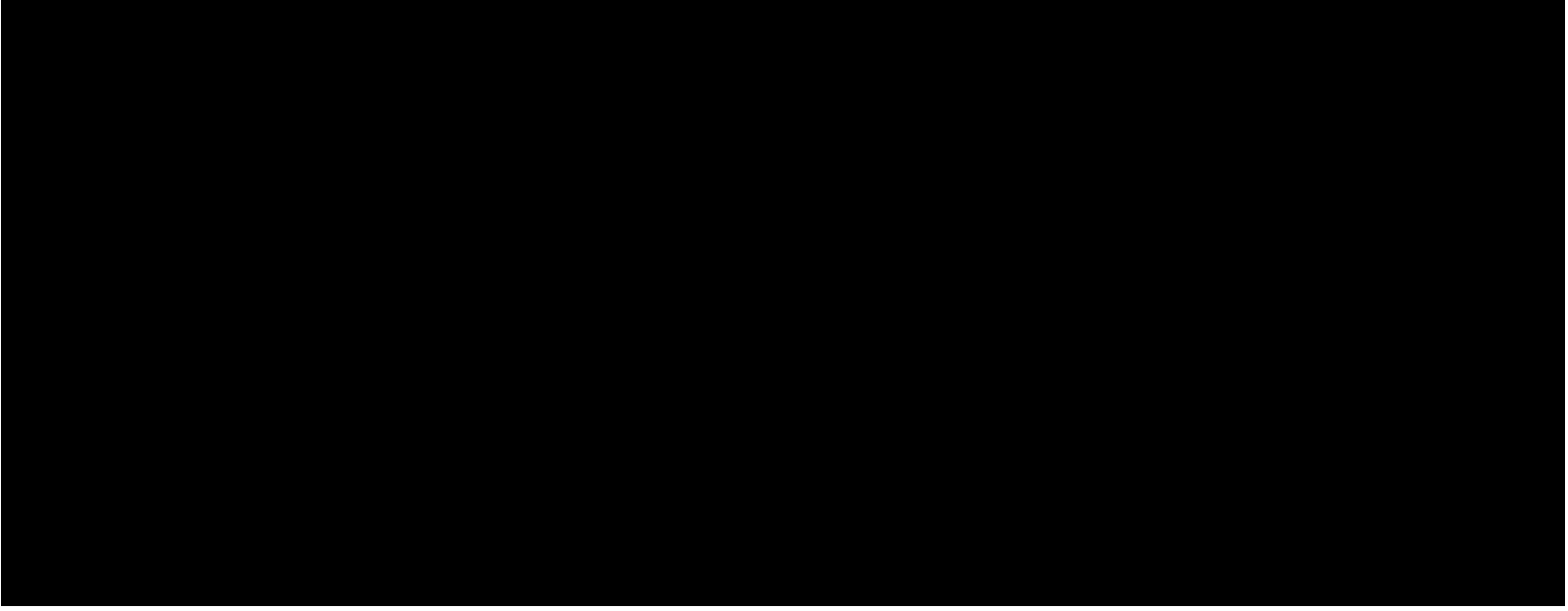
**********
*******
*
*  [ ] CASH  [ ] CHECK  CHECK NO. [_____]
*
*  [ ] VISA, MASTERCARD, AMERICAN EXP, DISCOVER
*
*  [ ] DEBIT CARD  [ ] FORD CITICARD
*
**********
*******

CUSTOMER SIGNATURE

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES COVERED UNDER WARRANTY 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 REP.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON
(DATE)





[redacted]



[redacted]

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.*

[redacted]

[redacted]

- [ ] Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

- [ ] Asbestos (04)
- [x] 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)

- [ ] 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)

- [ ] 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 [x] 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. [redacted]
   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

[redacted]

punitive

led
ay result

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.





RE22-015-001397-1-CSV

## 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


PE23-015 001308 LC SV

[redacted]

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

| Applicable Reasons for Choosing Courthouse Location (Column C) | |
|---|---|
| 1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in Central District. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Location where bodily injury, death or damage occurred. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required, or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection). |
| 6. Location of property or permanently garaged vehicle. | |

| | A<br>Civil Case Cover Sheet Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons (see Step 3 above) |
|---|---|---|---|
| **Auto Tort** | Auto (22) | ☐ 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death | 1, 4 |
| | Uninsured Motorist (46) | ☐ 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death | 1, 4 |
| **Other Personal Injury/ Property Damage/ Wrongful Death** | Other Personal Injury/ Property Damage/ Wrongful Death (23) | ☐ 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.) | 1, 4 |
| | | ☐ 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.) | 1, 4 |
| | | ☐ 2303 Intentional Infliction of Emotional Distress | 1, 4 |
| | | ☐ 2304 Other Personal Injury/Property Damage/Wrongful Death | 1, 4 |
| | | ☐ 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility | 1, 4 |
| | | ☐ 2306 Intentional Conduct – Sexual Abuse Case (in any form) | 1, 4 |

[redacted]

| | | | |
|---|---|---|---|
| Other Personal Injury/ Property Damage/ Wrongful Death | Product Liability (24) | ☐ 2401 Product Liability (not asbestos or toxic/ environmental) | 1, 4 |
| | | ☒ 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law) | 1, (3), 5 |
| | Medical Malpractice (45) | ☐ 4501 Medical Malpractice – Physicians & Surgeons | 1, 4 |
| | | ☐ 4502 Other Professional Health Care Malpractice | 1, 4 |
| Non-Personal Injury/Property Damage/Wrongful Death Tort | Business Tort (07) | ☐ 0701 Other Commercial/Business Tort (not fraud or breach of contract) | 1, 2, 3 |
| | Civil Rights (08) | ☐ 0801 Civil Rights/Discrimination | 1, 2, 3 |
| | Defamation (13) | ☐ 1301 Defamation (slander/libel) | 1, 2, 3 |
| | Fraud (16) | ☐ 1601 Fraud (no contract) | 1, 2, 3 |
| | Professional Negligence (25) | ☐ 2501 Legal Malpractice | 1, 2, 3 |
| | | ☐ 2502 Other Professional Malpractice (not medical or legal) | 1, 2, 3 |
| | Other (35) | ☐ 3501 Other Non-Personal Injury/Property Damage Tort | 1, 2, 3 |
| Employment | Wrongful Termination (36) | ☐ 3601 Wrongful Termination | 1, 2, 3 |
| | Other Employment (15) | ☐ 1501 Other Employment Complaint Case | 1, 2, 3 |
| | | ☐ 1502 Labor Commissioner Appeals | 10 |
| Contract | Breach of Contract / Warranty (06) (not insurance) | ☐ 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) | 2, 5 |
| | | ☐ 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence) | 2, 5 |
| | | ☐ 0603 Negligent Breach of Contract/Warranty (no fraud) | 1, 2, 5 |
| | | ☐ 0604 Other Breach of Contract/Warranty (no fraud/ negligence) | 1, 2, 5 |
| | | ☐ 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt) | 2, 5 |
| | Collections (09) | ☐ 0901 Collections Case – Seller Plaintiff | 5, 6, 11 |
| | | ☐ 0902 Other Promissory Note/Collections Case | 5, 11 |
| | | ☐ 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014) | 5, 6, 11 |
| | | ☐ 0904 Collections Case – COVID-19 Rental Debt | 5, 11 |
| | Insurance Coverage (18) | ☐ 1801 Insurance Coverage (not complex) | 1, 2, 5, 8 |

[redacted]

| | | | |
|---|---|---|---|
| Contract (Continued) | | ☐ 3702 Tortious Interference | 1, 2, 3, 5 |
| | | ☐ 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence) | 1, 2, 3, 8, 9 |
| Real Property | Eminent Domain/ Inverse Condemnation (14) | ☐ 1401 Eminent Domain/Condemnation Number of Parcels _____ | 2, 6 |
| | Wrongful Eviction (33) | ☐ 3301 Wrongful Eviction Case | 2, 6 |
| | Other Real Property (26) | ☐ 2601 Mortgage Foreclosure | 2, 6 |
| | | ☐ 2602 Quiet Title | 2, 6 |
| | | ☐ 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2, 6 |
| Unlawful Detainer | Unlawful Detainer – Commercial (31) | ☐ 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer – Residential (32) | ☐ 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer – Post Foreclosure (34) | ☐ 3401 Unlawful Detainer – Post Foreclosure | 2, 6, 11 |
| | Unlawful Detainer – Drugs (38) | ☐ 3801 Unlawful Detainer – Drugs | 2, 6, 11 |
| Judicial Review | Asset Forfeiture (05) | ☐ 0501 Asset Forfeiture Case | 2, 3, 6 |
| | Petition re Arbitration (11) | ☐ 1101 Petition to Compel/Confirm/Vacate Arbitration | 2, 5 |
| | Writ of Mandate (02) | ☐ 0201 Writ – Administrative Mandamus | 2, 8 |
| | | ☐ 0202 Writ – Mandamus on Limited Court Case Matter | 2 |
| | | ☐ 0203 Writ – Other Limited Court Case Review | 2 |
| | Other Judicial Review (39) | ☐ 3901 Other Writ/Judicial Review | 2, 8 |
| | | ☐ 3902 Administrative Hearing | 2, 8 |
| | | ☐ 3903 Parking Appeal | 2, 8 |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | ☐ 0301 Antitrust/Trade Regulation | 1, 2, 8 |
| | Asbestos (04) | ☐ 0401 Asbestos Property Damage | 1, 11 |
| | | ☐ 0402 Asbestos Personal Injury/Wrongful Death | 1, 11 |

[redacted]

| | | | |
|---|---|---|---|
| Provisional Litig (Con | Toxic Tort Environmental (30) | ☐ 3001 Toxic Tort/Environmental | 1, 2, 3, 8 |
| | Insurance Coverage Claims from Complex Case (41) | ☐ 4101 Insurance Coverage/Subrogation (complex case only) | 1, 2, 5, 8 |
| Enforcement of Judgment | Enforcement of Judgment (20) | ☐ 2001 Sister State Judgment | 2, 5, 11 |
| | | ☐ 2002 Abstract of Judgment | 2, 6 |
| | | ☐ 2004 Administrative Agency Award (not unpaid taxes) | 2, 8 |
| | | ☐ 2005 Petition/Certificate for Entry of Judgment Unpaid Tax | 2, 8 |
| | | ☐ 2006 Other Enforcement of Judgment Case | 2, 8, 9 |
| Miscellaneous Civil Complaints | RICO (27) | ☐ 2701 Racketeering (RICO) Case | 1, 2, 8 |
| | Other Complaints (not specified above) (42) | ☐ 4201 Declaratory Relief Only | 1, 2, 8 |
| | | ☐ 4202 Injunctive Relief Only (not domestic/harassment) | 2, 8 |
| | | ☐ 4203 Other Commercial Complaint Case (non-tort/noncomplex) | 1, 2, 8 |
| | | ☐ 4204 Other Civil Complaint (non-tort/non-complex) | 1, 2, 8 |
| Miscellaneous Civil Petitions | Partnership Corporation Governance (21) | ☐ 2101 Partnership and Corporation Governance Case | 2, 8 |
| | Other Petitions (not specified above) (43) | ☐ 4301 Civil Harassment with Damages | 2, 3, 9 |
| | | ☐ 4302 Workplace Harassment with Damages | 2, 3, 9 |
| | | ☐ 4303 Elder/Dependent Adult Abuse Case with Damages | 2, 3, 9 |
| | | ☐ 4304 Election Contest | 2 |
| | | ☐ 4305 Petition for Change of Name/Change of Gender | 2, 7 |
| | | ☐ 4306 Petition for Relief from Late Claim Law | 2, 3, 8 |
| | | ☐ 4307 Other Civil Petition | 2, 9 |

[redacted]

(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

[redacted]



Plaintiff,

vs.

FORD MOTOR COMPANY, a Delaware Corporation, and YORK ENTERPRISES SOUTH, INC., a California Corporation d/b/a HUNTINGTON BEACH FORD, and DOES 1 through 10, inclusive,

Defendants.

Unlimited Jurisdiction

**COMPLAINT**

1. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF EXPRESS WARRANTY**
2. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF IMPLIED WARRANTY**
3. **VIOLATION OF THE SONG-BEVERLY ACT SECTION 1793.2**
4. **NEGLIGENT REPAIR**

Plaintiff [redacted] an individual ("Plaintiff"), alleges as follows against Defendants, FORD MOTOR COMPANY, a Delaware Corporation ("FORD MOTOR COMPANY"), and YORK ENTERPRISES SOUTH, INC., a [redacted] Corporation d/b/a [redacted] FORD ("HUNTINGTON BEACH FORD"), and DOES 1 through 10 inclusive, on information [redacted] belief, formed after a reasonable inquiry under the circumstances:

**DEMAND FOR JURY TRIAL**

1. Plaintiff, [redacted] hereby demands trial by jury in this action.

**GENERAL ALLEGATIONS**

2. Plaintiff, [redacted] is an individual residing in the City of [redacted] State of California.

3. Defendant, FORD MOTOR COMPANY, is and was a Delaware Corporation operating and doing business in the State of California.

4. Defendant, HUNTINGTON BEACH FORD, is and was a California Corporation registered to do business in the State of California with its principal place of business in the City of Huntington Beach, State of California.

5. These causes of causes of action arise out of warranty and repair obligations of FORD MOTOR COMPANY in connection with a vehicle Plaintiff purchased and for which FORD MOTOR COMPANY issued a written warranty. The warranty was not issued by the selling dealership.

6. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual, or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences, and transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendant, together with appropriate charging allegations, when ascertained.

7. All acts of corporate employees as alleged were authorized or ratified by an officer, director, or managing agent of the corporate employer.



QUILL & ARROW • LLP
ATTORNEYS AT LAW

8. Each Defendant, whether actually or fictitiously named herein, was the principal, agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal or within the course and scope of such employment or agency, took some part in the acts and omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief prayed for herein.

9. On December 1, 2020, Plaintiff purchased a 2018 Ford EcoSport, having VIN No.: [redacted] ("the Subject Vehicle"). These causes of action arise out of warranty and repair obligations of FORD MOTOR COMPANY in connection with a vehicle that Plaintiff purchased and for which FORD MOTOR COMPANY issued a written warranty. The warranty was not issued by the selling dealership.

10. FORD MOTOR COMPANY warranted the Subject Vehicle and agreed to preserve or maintain the utility or performance of Plaintiff's vehicle or to provide compensation if there was a failure in such utility or performance. In connection with the purchase, Plaintiff received various warranties, inter alia, a 3-year/36,000 mile express bumper to bumper warranty, a 5-year/60,000 mile powertrain warranty which, inter alia, covers the engine and the transmission, as well as various emissions warranties that exceed the time and mileage limitations of the bumper to bumper and powertrain warranties.

11. The Subject Vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, engine, electrical, emission, and transmission system defects.

12. Plaintiff first presented the Subject Vehicle for repairs in March 2021 for issues relating to the Engine. Plaintiff reported a loud popping noise coming from the engine bay before subsequently receiving a low oil pressure message. After the Defendant's authorized technician allegedly made the necessary repairs, Plaintiff reported that the Subject Vehicle would not start and the check engine light became illuminated.

13. In October 2022, Plaintiff presented the Subject Vehicle again for issues relating to the check engine light illuminating. Plaintiff reported that the Subject Vehicle had to be jump started, made an abnormal noise, and felt like it wanted to shut off.



QUILL&ARROW•LLP ATTORNEYS AT LAW

14. Plaintiff presented the Subject Vehicle again in December 2022 for issues relating to the transmission. Plaintiff reported that the transmission would slip through gears and experience harsh shifts.

15. Plaintiff hereby revokes acceptance of the sales contract.

16. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

17. Plaintiff is a "buyer" of consumer goods under the Act.

18. Defendant, FORD MOTOR COMPANY, is a "manufacturer" and/or "distributor" under the Act.

19. Plaintiff hereby demands trial by jury in this action.




**FIRST CAUSE OF ACTION**

**Violation of the Song-Beverly Act – Breach of Express Warranty**

**(Against Defendant FORD MOTOR COMPANY)**

20. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

21. The Subject Vehicle was sold to Plaintiff with express warranties that the Subject Vehicle would be free from defects in materials, nonconformity, or workmanship during the applicable warranty period and to the extent that the Subject Vehicle had defects, Defendant FORD MOTOR COMPANY would repair the defects.

22. The Subject Vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, engine, electrical, emission, and transmission system defects.

23. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff has used the Subject Vehicle primarily for those purposes.

24. Plaintiff is the "buyer" of consumer goods under the Act.

25. Defendant, FORD MOTOR COMPANY, is a "manufacturer" and/or "distributor"

under the Act.

26. The foregoing defects and nonconformities to warranty manifested themselves in the Subject Vehicle within the applicable express warranty period. The nonconformities substantially impair the use, value, and/or safety of the vehicle.

27. Plaintiff delivered the vehicle to an authorized FORD MOTOR COMPANY repair facility for repair of the nonconformities.

28. Defendant was unable to conform Plaintiff's vehicle to the applicable express warranty after a reasonable number of repair attempts.

29. Notwithstanding Plaintiff's entitlement, Defendant FORD MOTOR COMPANY has failed to either promptly replace the new motor vehicle or to promptly make restitution in accordance with the Song-Beverly Act.

30. By failure of Defendant to remedy the defects as alleged above or to issue a refund or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

31. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle less that amount directly attributable to use by the Plaintiff prior to the first presentation of the nonconformities.

32. Plaintiff is entitled to all incidental, consequential, and general damages resulting from Defendant's failure to comply with its obligations under the Song-Beverly Act.

33. Plaintiff is entitled under the Song-Beverly 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.

34. Because Defendant willfully violated the Song-Beverly Act, Plaintiff is entitled, in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages for FORD MOTOR COMPANY's willful failure to comply with its responsibilities under the Act.

## SECOND CAUSE OF ACTION

### Violation of the Song-Beverly Act – Breach of Implied Warranty

### (Against Defendant FORD MOTOR COMPANY)

35. Plaintiff incorporates herein by reference each and every allegation contained in the



QUILL&ARROW · LLP
ATTORNEYS AT LAW

preceding and succeeding paragraphs as though herein fully restated and re-alleged.

36. FORD MOTOR COMPANY and its authorized dealership at which Plaintiff purchased the Subject Vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the Subject Vehicle. The Subject Vehicle was accompanied by implied warranties provided for under the law.

37. Among other warranties, the Subject Vehicle was accompanied by an implied warranty that the Subject Vehicle was merchantable pursuant to Civil Code section 1792.

38. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability means and includes that the Vehicle will comply with each of the following requirements: (1) The Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of fact made on the container or label.

39. The Subject Vehicle was not fit for the ordinary purpose for which such goods are used because it was equipped with one or more defective vehicle systems/components.

40. The Subject Vehicle did not measure up to the promises or facts stated on the container or label because it was equipped with one or more defective vehicle systems/components.

41. The Subject Vehicle was not of the same quality as those generally accepted in the trade because it was sold with one or more defective vehicle systems/components which manifested as engine, electrical, emission, and transmission system defects.

42. Upon information and belief, the defective vehicle systems and components were present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied warranty under *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other applicable laws.

43. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under Civil Code, section 1794, *et seq.*

44. Plaintiff hereby revokes acceptance of the Subject Vehicle.

45. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section



QUILL&ARROW · LLP
ATTORNEYS AT LAW

1794, *et seq.*

46. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794, *et seq.* and Commercial Code, section 2711.

47. Plaintiff is entitled to recover any incidental, consequential, and/or "cover" damages under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*

## THIRD CAUSE OF ACTION

### Violation of the Song-Beverly Act Section 1793.2(b)

### (Against Defendant FORD MOTOR COMPANY)

48. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

49. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells consumer goods in California, for which it has made an express warranty, shall maintain service and repair facilities or designate and authorize independent service and repair facilities to carry out the terms of those warranties.

50. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of goods are necessary because they do not conform with the applicable express warranties, service and repair shall be commenced within a reasonable time by the manufacturer or its representative.

51. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable time.

52. The sale of the Subject Vehicle was accompanied by express warranties, including a warranty guaranteeing that the Subject Vehicle was safe to drive and not equipped with defective parts, including the electrical system.

53. Plaintiff delivered the Subject Vehicle to FORD MOTOR COMPANY's authorized service representatives on multiple occasions. The Subject Vehicle was delivered for repairs of defects, which amount to nonconformities to the express warranties that accompanied the sale of the Subject Vehicle.

54. Defendant's authorized facilities did not conform the Subject Vehicle to warranty



QUILL&ARROW • LLP ATTORNEYS AT LAW

within 30-days and/or commence repairs within a reasonable time, and FORD MOTOR COMPANY has failed to tender the Subject Vehicle back to Plaintiff in conformance with its warranties within the timeframes set forth in Civil Code section 1793.2(b).

55. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under Civil Code, section 1794, *et seq.*

56. Plaintiff hereby revokes acceptance of the Subject Vehicle.

57. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, *et seq.*

58. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794, *et seq.* and Commercial Code, section 2711.

59. Plaintiff is entitled to recover any "cover" damages under Commercial Code sections 2711, 2712, and Civil Code, section 1794, *et seq.*

60. Plaintiff is entitled to recover all incidental and consequential damages pursuant to 1794 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq.*

61. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that FORD MOTOR COMPANY has willfully failed to comply with its responsibilities under the Act.

## FOURTH CAUSE OF ACTION

### Negligent Repair

### (Against Defendant HUNTINGTON BEACH FORD)

62. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as through herein fully restated and re-alleged.

63. Plaintiff delivered the Subject Vehicle to Defendant [redacted] FORD for repairs on numerous occasions.

64. Defendant [redacted] FORD owed a duty to Plaintiff to use ordinary care and skill in storage, preparation, and repair of the Subject Vehicle in accordance with industry standards.

65. Defendant [redacted] FORD breached its duty to Plaintiff to ordinary



QUILL&ARROW • LLP
ATTORNEYS AT LAW

care and skill by failing to properly store, prepare, and repair of the Subject Vehicle in accordance with industry standards.

66. Defendant HUNTINGTON BEACH FORD's negligent breach of its duties owed to Plaintiff was a proximate cause of Plaintiff's damages.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For general, special, and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiff's actual damages;
6. For prejudgment interest at the legal rate;
7. For reasonable attorney's fees and costs of suit; and

For such other and further relief as the Court deems just and proper under the circumstances.

Dated: July 25, 2023

**QUILL & ARROW, LLP**

[redacted]

Plaintiff, [redacted] hereby demands trial by jury in this action.

QUILL&ARROW•LLP
ATTORNEYS AT LAW



PE23-015 001322 LC SV

[redacted]

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

**Electronic Filing Summary Data**

[redacted]

| Documents Electronically Filed/Received | Status |
|---|---|
| Complaint | Accepted |
| Civil Case Cover Sheet | Accepted |
| Summons | Accepted |

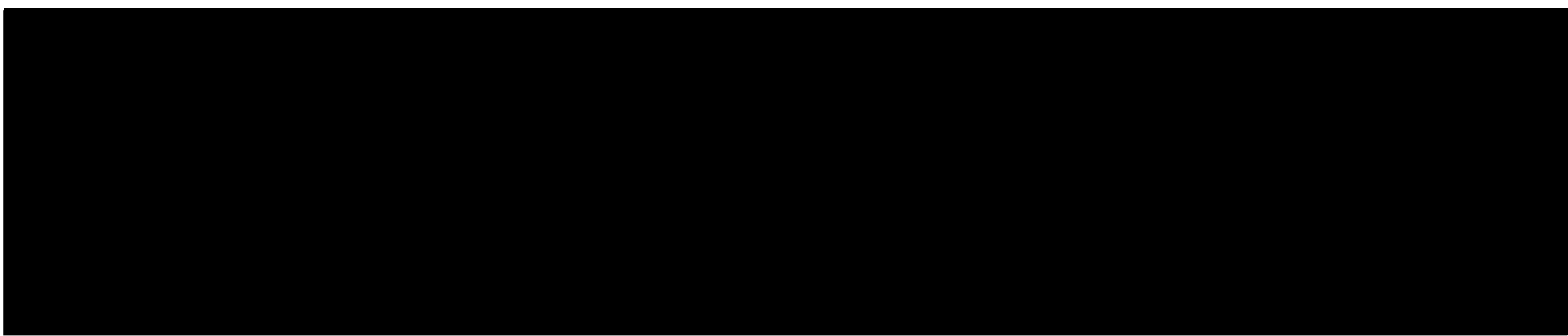
**Comments**
Submitter's Comments:

**NOTICE OF CONFIRMATION OF FILING**



NOTICE OF CONFIRMATION OF FILING





## INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

**APPLICATION**
The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**
The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**
A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**
Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

**COMPLAINTS**
All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

**CROSS-COMPLAINTS**
Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

**STATUS CONFERENCE**
A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

**FINAL STATUS CONFERENCE**
The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

**SANCTIONS**
The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

**Class Actions**
Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**
Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

# VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

Superior Court of California
County of Los Angeles

LACBA

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section

Consumer Attorneys
Association of Los Angeles

Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

**◆Los Angeles County Bar Association Litigation Section◆**

**◆ Los Angeles County Bar Association Labor and Employment Law Section◆**

**◆Consumer Attorneys Association of Los Angeles◆**

**◆Southern California Defense Counsel◆**

**◆Association of Business Trial Lawyers◆**

**◆California Employment Lawyers Association◆**

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **STIPULATION – EARLY ORGANIZATIONAL MEETING** | | CASE NUMBER: |

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lacourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at *www.lacourt.org* under "*Civil*", click on "*General Information*", then click on "*Voluntary Efficient Litigation Stipulations*".

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **STIPULATION – DISCOVERY RESOLUTION** | | CASE NUMBER: |

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

    a. The party requesting the Informal Discovery Conference will:

        i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

        ii. Include a brief summary of the dispute and specify the relief requested; and

        iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

    b. Any Answer to a Request for Informal Discovery Conference must:

        i. Also be filed on the approved form (copy attached);

        ii. Include a brief summary of why the requested relief should be denied;

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

   It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

**The following parties stipulate:**

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR _____)

Print Save Clear

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **INFORMAL DISCOVERY CONFERENCE**<br>(pursuant to the Discovery Resolution Stipulation of the parties) | | CASE NUMBER: |

1. This document relates to:
   - ☐ Request for Informal Discovery Conference
   - ☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **STIPULATION AND ORDER – MOTIONS IN LIMINE** | | CASE NUMBER: |

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

**The following parties stipulate:**

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

**THE COURT SO ORDERS.**

Date: _____

_____ JUDICIAL OFFICER

Print Save Clear

[redacted]

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"



PE23-015 001336 LC SV

Whereas the Early Organizational Meeting Stipulation is intended to encourage cooperation among the parties at an early stage in litigation in order to achieve litigation efficiencies;

Whereas it is intended that use of the Early Organizational Meeting Stipulation will promote economic case resolution and judicial efficiency;

Whereas, in order to promote a meaningful discussion of pleading issues at the Early Organizational Meeting and potentially to reduce the need for motions to challenge the pleadings, it is necessary to allow additional time to conduct the Early Organizational Meeting before the time to respond to a complaint or cross complaint has expired;

Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in which an action is pending to extend for not more than 30 days the time to respond to a pleading "upon good cause shown";

Now, therefore, this Court hereby finds that there is good cause to extend for 30 days the time to respond to a complaint or to a cross complaint in any action in which the parties have entered into the Early Organizational Meeting Stipulation. This finding of good cause is based on the anticipated judicial efficiency and benefits of economic case resolution that the Early Organizational Meeting Stipulation is intended to promote.

IT IS HEREBY ORDERED that, in any case in which the parties have entered into an Early Organizational Meeting Stipulation, the time for a defending party to respond to a complaint or cross complaint shall be extended by the 30 days permitted



PE23-015 001337 LC SV

by Code of Civil Procedure section 1054(a) without further need of a specific court order.

DATED: May 11, 2011

[redacted]



PE23-015 001338 LC SV

2019-GEN-014-00

**FILED**
**Superior Court of California**
**County of Los Angeles**

[redacted]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

| | |
|---|---|
| IN RE LOS ANGELES SUPERIOR COURT – MANDATORY ELECTRONIC FILING FOR CIVIL | FIRST AMENDED GENERAL ORDER |

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.

b) **"Efiling Portal"** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.

c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.

d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)



PE23-015 001339 LC SV

e) **"Electronic Filing Service Provider"** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

f) **"Electronic Signature"** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term "Electronic Signature" is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.

g) **"Hyperlink"** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.

h) **"Portable Document Format"** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court's website, at www.lacourt.org.



PE23-015 001340 LC SV

d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.

b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;

ii) Bonds/Undertaking documents;

iii) Trial and Evidentiary Hearing Exhibits

iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and

v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

//

//



PE23-015 001341 LC SV

5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

Electronic filing service providers must obtain and manage registration information for persons and entities electronically filing with the court.

6) TECHNICAL REQUIREMENTS

a) Electronic documents must be electronically filed in PDF, text searchable format **when** technologically feasible without impairment of the document's image.

b) The table of contents for any filing must be bookmarked.

c) Electronic documents, including but not limited to, declarations, proofs of service, and exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the bookedmarked item and briefly describe the item.

d) Attachments to primary documents must be bookmarked. Examples include, but are not limited to, the following:

i) Depositions;

ii) Declarations;

iii) Exhibits (including exhibits to declarations);

iv) Transcripts (including excerpts within transcripts);

v) Points and Authorities;

vi) Citations; and

vii) Supporting Briefs.

e) Use of hyperlinks within documents (including attachments and exhibits) is strongly encouraged.

f) Accompanying Documents

Each document acompanying a single pleading must be electronically filed as a **separate** digital PDF document.

g) Multiple Documents

Multiple documents relating to one case can be uploaded in one envelope transaction.



PE23-015 001342 LC SV

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.



PE23-015 001343 LC SV

b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiling is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.

b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:

i) Any printed document required pursuant to a Standing or General Order;

ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;

iii) Pleadings and motions that include points and authorities;

iv) Demurrers;

v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;

vi) Motions for Summary Judgment/Adjudication; and

vii) Motions to Compel Further Discovery.

c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)

b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.



PE23-015 001344 LC SV

11) SIGNATURES ON ELECTRONIC FILING

For purposes of this General Order, all electronic filings must be in compliance with California Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil Division of the Los Angeles County Superior Court.

This First Amended General Order supersedes any previous order related to electronic filing, and is effective immediately, and is to remain in effect until otherwise ordered by the Civil Supervising Judge and/or Presiding Judge.

DATED: May 3, 2019

[redacted]



PE23-015 001345 LC SV

Superior Court of California, County of Los Angeles

# ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

## What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

## Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

## Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

## Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.

2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

   **Mediation may be appropriate when the parties**
   - want to work out a solution but need help from a neutral person.
   - have communication problems or strong emotions that interfere with resolution.

   **Mediation may <u>not</u> be appropriate when the parties**
   - want a public trial and want a judge or jury to decide the outcome.
   - lack equal bargaining power or have a history of physical/emotional abuse.

## How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**
If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com (213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

**These organizations cannot accept every case and they may decline cases at their discretion.** They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

**NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.**

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases. https://dcba.lacounty.gov/countywidedrp/

**Online Dispute Resolution (ODR).** Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. https://my.lacourt.org/odr/

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit https://www.courts.ca.gov/programs-adr.htm

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit https://www.lacourt.org/division/civil/CI0047.aspx

Los Angeles Superior Court ADR website: https://www.lacourt.org/division/civil/CI0109.aspx
For general information and videos about ADR, visit http://www.courts.ca.gov/programs-adr.htm



# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
3323 NE 163rd Street, Suite 504
North Miami Beach, Florida 33160

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com

January 17, 2020

Ford Motor Company
P.O. Box 6248
Dearborn, MI 48126

[redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests o[redacted] relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

[redacted]

## Motor Vehicle Defect Notification

Pursuant to the Florida Lemon Law, notice is given to the manufacturer as follows:

[v] **The vehicle has been out of service at least 15 days to repair one or more substantial defects.**

[X] **3 or more repair attempts have been made to repair the same substantial defect or condition.**

**Description of continuing defect(s) or condition(s) :**

The problems persist.

**(NOTE:** this is not a complete list; the manufacturer should ascertain all repair information.)

I am requesting that you make a final repair attempt to correct the continuing substantial defect(s) or condition(s)

**Vehicle Make:** Ford **Model:** Eco Sport **Year:** 2018

[redacted]

317628-14-4-PRI
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach, FL 33160

PRESORTED
FIRST-CLASS MAIL
POSTAGE AND FEES PAID
C2M LLC
22202

USPS CERTIFIED MAIL™



9214 8901 3247 3400 1065 3770 80

1**********SNGLP 480

SIGNATURE REQUIRED PER DMM 3.1.1

Ford Motor Company
PO Box 6248
Dearborn, MI 48121-6248





# ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@FILELEMONLAW.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GEORGIA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-570-5413

July 3, 2023

Ford Motor Company
World Headquarters
Office of the General Counsel
One American Road
Dearborn, MI 48126

[redacted]

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Electrical;**
3. **Check engine light;**
4. **Driveability;**
5. **Excessive repair attempts;**
6. **Excessive days out of service.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT **EXCEPT REGARDING REPAIRS TO THE SUBJECT VEHICLE**. YOU ARE ALSO HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC

/s/ Alex Simanovsky

Alex Simanovsky
Attorney at Law



[redacted]

| | LIST | NET | TOTAL |
|---|---|---|---|

at 60% of what it was prior to engine being put it. Warranty raven roberts 1-800-392-3673 ext.7913 may Need loaner in the future

61 CUSTOMER CONCERNS Since motor was put in performance on the engine is at 60% of what it was prior to engine being put it. Warranty raven roberts 1-800-392-3673 ext.7913 may Need loaner in the future
997232 ISP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: (N/C) 0.00

verify cust concern. noise while driving. road tested vehicle , raised vehicle on lift and inspected. found boot that seals steering shaft into vehicle got moved out of proper location. dropped sub-frame and re-position boot to proper location. road test cks good.

**********

B Perform Gas Vehicle Multi-Point Inspection
99P Perform Gas Vehicle Multi-Point Inspection
997232 ISP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: (N/C) 0.00

**********

**********

ESTIMATE: 212.74 02JAN23 09:31 SA: 998168
CONTACT:

**********

INTERNAL PAY SHOP CHARGE FOR REPAIR ORDER (N/C)

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PERFORMED AT THE DEALERSHIP AS IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE SUPPLIER, PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER SPECIAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received the opportunity to inspect any replaced parts as requested by you. The vehicle was returned to you in exchange for your payment of the Amount Due.

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 12% of the total cost of labor and parts, not to exceed $59.98, to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES * | 0.00 |
| TOTAL CHARGES | 0.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| PLEASE PAY THIS AMOUNT | 0.00 |

CUSTOMER COPY

PE23-015 001356 LC SV

[redacted]

ROUGH. ANOTHER SHOP INFORMED HER IT NEEDED A ENGINE CHECK AND
ADVISE

CAUSE:
61 CUSTOMER STATES CHECK ENGINE LIGHT CAME ON AND
ENGINE STARTED RUNNING ROUGH. ANOTHER SHOP
INFORMED HER IT NEEDED A ENGINE CHECK AND
ADVISE (N/C)
997111 W (N/C)
1 G1FZ*6006*A SERVICE ENGINE ASY (N/C)
1 CM5Z*6K682*L TURBOCHARGER ASY (N/C)
1 CM5Z*9229*A CM5217 KIT - "O" RING (N/C)
8 *W715195*S437 BOLT (N/C)
1 4R8Z*6N652*A GASKET (N/C)
1 C1BZ*9N454*C HEAT SHIELD (N/C)
1 DM5Z*9N454*C HEAT SHIELD (N/C)
1 F1FZ*9N454*G 20240603 HEAT SHIELD (N/C)
1 J2BZ*9N454*D HEAT SHIELD (N/C)
1 J2BZ*9N454*E HEAT SHIELD (N/C)
1 CM5Z*6K679*B PIPE - OIL FEED (N/C)
4 *W715777*S300 RING (N/C)
8 *W715778*S300 RING - ADJUSTING (N/C)
2 *W500414*S442 BOLT (N/C)
1 AA5Z*9E583*A SEAL (N/C)
1 BM5Z*2A572*A GASKET - VACUUM PUMP (N/C)
4 *W715309*S300 STUD (N/C)
1 CM5Z*9J323*A TUBE ASY (N/C)
1 CM5Z*6A345*A BOLT - HEX.HEAD (N/C)
1 CM5Z*9450*A GASKET (N/C)
1 CM5Z*8255*A GASKET (N/C)
1 CM5Z*6L092*A TUBE ASY - DRAIN (N/C)
1 CM5Z*6378*A WASHER (N/C)
1 CM5Z*6700*B SEAL ASY - CRANKSHAFT OIL - FR (N/C)
1 XT*10*QLVC 20200831 OIL - AUTOMATIC

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE [illegible] SHIP ASIS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL [illegible] AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF [illegible] AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR [illegible] OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE [illegible] PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND [illegible] ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE [illegible] AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE [illegible] UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO [illegible] THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, [illegible] OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER

*SHOP SUPPLY COSTS: We have added a charge equal to 12% of the total cost of labor and parts, not to exceed $59.98, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

[illegible] acknowledge that you were notified of and authorized the [illegible] services/repairs itemized in this Invoice and that you received [illegible] to inspect) any replaced parts as requested by you. The vehicle [illegible] for your payment of the Amount Due.

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

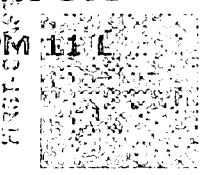
| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES * | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| PLEASE PAY THIS AMOUNT | |

CUSTOMER COPY

PE23-015 001357 LC SV

Alex Simanovsky & Associates, LLC
2300 Henderson Mill Road
Suite 300
Atlanta, GA 30345

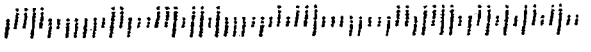
ATLANTA METRO 301
6 JUL 2023 PM 11 L



FORD MOTOR COMPANY
JUL 12 REC'D
OFFICE OF THE GENERAL COUNSEL

Ford Motor Company
World Headquarters
Office of the General Counsel
One American Road
Dearborn, MI 48126

48126-279699



PE23-015 001358 LC SV



FARAH & FARAH
Protecting you and your family since 1979.
www.farahandfarah.com

June 19, 2023

**Via Certified Mail R.R.R.**
Ford Motor Company
Attn: Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

**Our Client:** [redacted]
**Vehicle:**
**VIN:**

Dear Sir or Madam:

Please be advised that this firm has the privilege of representing [redacted] regarding claims against Ford Motor Company pursuant to the Federal Magnuson-Moss Warranty Act with regard to the above-listed 2020 Ford EcoSport (the "Vehicle"). Going forward, please cease all communication with my client and direct all correspondence to this office. Additionally, you are hereby notified that any settlement made with our client must include compensation for all statutory and other relief available to a consumer, including attorney's fees and costs. If you settle directly with our client, and do not make arrangements for payment of fees and costs, we will file suit against you. In addition, you are hereby notified of our attorney's fees lien with regard to this matter. I thank you in advance for your cooperation in this regard.

On or about May 25, 2020 my client purchased the vehicle from Gary Yeomans Ford Daytona Beach, Florida, for approximately $32,343.55. Unfortunately, and as set forth in greater detail below, the vehicle my client purchased has proven to be plagued with ongoing issues that substantially impair the use, value and safety of the vehicle. The issues and defects include, but are not limited to, the following:

- Defective engine; and
- All additional complaints made by our client, whether or not they are contained in your company's records or in the records of your authorized service providers.

**DEMAND**

My client has already afforded Ford Motor Company multiple opportunities to correct the issues listed above, but the vehicle remains in a defective state. The defects and non-conformities listed above constitute a substantial impairment of the use, value and safety of the vehicle. Your failure and/or refusal to repair said defects and non-conformities in accordance with the terms of your respective warranties, constitutes a breach of warranty entitling my client to recovery. See Rastaedt v. Mercedes-Benz USA, LLC, 63 So. 3d 41 (Fla. 4th DCA 2011); Ocana v. Ford Motor

Company**,** 992 So. 2d 319 (Fla. 3d DCA 2008); Zelyony v. Porsche Cars N. Am., Inc., 2008 U.S. Dist. LEXIS 31439 (S.D. Fla. 2008).

To the extent my client has not already placed you on notice, you are hereby notified that your failure to successfully repair the defects and non-conformities in the subject vehicle constitute a breach of your warranty. The repair history for the vehicle clearly shows that you have been unable or unwilling to correct the defects and nonconformities, after being afforded more than reasonable opportunities to do so. Accordingly, your warranty has failed of its essential purpose, and my client is entitled to seek any remedy available at law. See Frank Griffin Volkswagen, Inc. v. Smith, 610 So. 2d 597 (Fla. 1st DCA 1992); Burns v. DaimlerChrysler, 914 So.2d 451 (Fla. 4th DCA 2006).

It is my client's contention that you have already been provided with sufficient opportunities to cure the breach of warranty. However, if you are interested in making an additional attempt at curing the breach of warranty, my client has authorized me to resolve this matter for a repurchase of the subject vehicle, reimbursement of all loan and insurance payments made to date, damages for loss of use of the vehicle, and payment of attorney's fees and costs, which are relatively low as of the date of this writing. My client will also agree to execute a mutually agreeable release agreement as a condition of settlement.

My client is neither litigious nor unreasonable and she only wants the quality product she expected when she purchased the vehicle. As such, I respectfully request that you contact me on or before **Tuesday, July 4, 2023** to accept my client's demand and finalize the terms of same. If this matter is not resolved within the stated timeframe, my client has instructed me to pursue any and all legal and equitable remedies available to her under state and federal law, including an award of costs and attorneys' fees incurred in seeking same.

PLEASE GOVERN YOURSELVES ACCORDINGLY.



**Please respond to:**


Joshua T. Kaleel, Esq. email: jkaleel@farahandfarah.com phone: (904) 680-7779
Mirna Lynch email: mlynch@farahandfarah.com phone: (904) 638-1355

-1pm lunch
11 edgemont Ln
PC 386-864-1285
B86 86

FOCS383229

FOCS383229

Daytona Beach Gary Yeomans Ford

1420 Tomoka Farms Road • (386) 253-7031
DAYTONA BEACH, FLORIDA 32124
STATE OF FLORIDA REGISTRATION # MV-06675

[redacted]

J# 1 06FOZ-D1AG69 *DIAG ENG TECH(S):3162 INTERNAL
CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON JUST PUT A NEW
ENGINE IN IT PLEASE ADVISE
CONNECTED EVAP LINE NO CHARGE
Engine Repair Diagnosis II All

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 24FOZ99P MULTI-POINT INSP TECH(S):3162 INTERNAL
Perform a thorough inspection of your vehicle and provide a
detailed Vehicle Report Card. Check Fluid Levels, Inspect
Wiper Blades, Test Battery, Inspect Tires and Brake Wear,
Inspect safety systems and components for leaks and damage.
Perform multi-point vehicle inspection and record results on
Vehicle Report Card.

JOB # 2 TOTAL LABOR & PARTS 0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $1.00 (+TAX)
TECHNICIAN CERTIFICATION
3162 KENT S. HANSSEN 000598644

TOTALS

( )CASH ( )CHECK ( )CHARGE ( )M/C ( )VISA ( )AM/EX
MV-06675
PARTS AND LABOR ARE GUARANTEED FOR 24 MONTHS OR
UNLIMITED MILES ON ALL MECHANICAL REPAIRS
MOST RETAIL PARTS CARRY A 24 MONTH GUARANTEE, SEE ADVISOR

SHOP SUPPLIES, THIS CHARGE REPRESENTS COSTS AND PROFITS TO
THE MOTOR VEHICLE REPAIR FACILITY FOR ITEMS SUCH AS
MISCELLANEOUS SHOP SUPPLIES AND/OR WASTE DISPOSAL.

| | |
|---|---|
| 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** |

Thank You for Your business, we know you have a lot of
choices when it comes to your vehicle service needs, and
really appreciate that you chose us. Our goal is for you to
be completely satisfied. If for some reason we did not meet
that goal, please contact Gary Boyle at (386) 274-6734

CUSTOMER SIGNATURE

CLAIMS REVIEW | AUTHORIZATION TO SUBMIT CLAIM | PARTS SCRAP OUT

P & A CODE 04790

$ PARTS $ LABOR $ TOTAL

**SHOP SUPPLIES AND HAZARDOUS WASTE DISPOSAL CHARGES**

This charge represents costs and profits to the motor vehicle repair facility for items such as miscellaneous shop supplies and/or waste disposal. [s. 559.904(4)]

**The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s. 403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s. 403.7185].**

**DISCLAIMER OF WARRANTIES:** THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THESE ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS. PARTS AND LABOR ARE GUARANTEED FOR EITHER 24 MONTHS OR UNLIMTED MILES ON MECHANICAL REPAIRS, WHICHEVER OCCURS FIRST, UNLESS OTHERWISE SPECIFIED. OTHER STANDARD MANUFACTURER WARRANTIES MAY APPLY. ASK YOUR SERVICE ADVISOR FOR DETAILS.

All parts used in repairing your vehicle are new unless otherwise noted.



The Reynolds and Reynolds Company ERAINTINVE
SF650335.O (10/21)
PE23-015 001362 LC SV



**Matthew Clark, Esq.**
**Of Counsel**
✆ +1.203.653.2250
☎ +1.203.653.3424
✉ Matt@unionlaw.net

October 24, 2022

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
[redacted]

| | |
|---|---|
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |

[redacted] or Madam:

Lemberg Law LLC is writing on behalf of the above client with regard to the above vehicle purchased in Texas. **Please consider this your notice for an opportunity to correct the defects specified below.** Should litigation become necessary, a lawsuit shall be filed in the Michigan court. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service over 30 days and subject to repairs due to the car shutting off, shaking, "check engine" light coming on, catastrophic engine failure, and the vehicle remains unrepaired.

The defects in the vehicle substantially impair its use, value, and safety to our client, and constitute a breach of warranty. Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the car until the purchase price is returned, plus expenses in handling and inspecting the car. Until you pay this amount, our client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be deemed wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507. If the seller or any creditor subject to the FTC Holder Rule has filed a financing statement covering the above vehicle, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within 10 days to terminate such security interest. Failure to do so subjects you to liability under U.C.C. § 9-404(1).

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

*/s/ Matthew Clark*

Matthew Clark

Red McCombs DRIVEN TO SERVE
QualityCare at your service
Blue Oval Certified

Red McCombs Automotive SuperCenter
Ford Ford
8333 I.H. 10 West • San Antonio, Texas 78230
(210) 349-4949 • Service Direct (210) 357-1430
www.redmccombs.com www.saford.com

**SERVICE DEPARTMENT HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 3:00 p.m.**

**Quick Lane™ HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**

[redacted]

TOTALS----------

CUSTOMER SATISFACTION IS PRIORITY ONE AT RED MCCOMBS FORD.
Please take a moment to answer these questions and let us know how we are doing.....

1) PLEASE RATE YOUR OVERALL SERVICE EXPERIENCE (CIRCLE ONE)

COMPLETELY SATISFIED SATISFIED DISSATISFIED

2) WE ARE LOOKING TO IMPROVE OUR CUSTOMER SERVICE, PLEASE LET US KNOW YOUR COMMENTS

3) FOLLOW US ON FACEBOOK FOR DAILY SPECIALS

********PAYMENT METHOD********
[ ] CASH [ ] CHECK#..... [ ] DEBIT/CREDIT

| | |
|---|---|
| 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 **********

**Compare Service Too!**
We guarantee our service work for 12 months or 12,000 miles, whichever occurs first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge. Parts and Labor

PAGE 2 OF 2 CUSTOMER COPY [ END OF INVOICE ] 11:35am

**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer. The seller, RED McCOMBS FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. As security for the payment of charges for work on Customers vehicle, CUSTOMER, whose signature appears hereon, either as Owner or Agent of Owner, hereby grants to DEALER a security interest in said vehicle (hereinafter called COLLATERAL). CUSTOMER agrees that DEALER'S acceptance of partial or delinquent payments or failure of DEALER to exercise any right or remedy shall not be a waiver of any obligation of CUSTOMER or rights of DEALER or constitutes a waiver of any other similar default subsequently occurring. CUSTOMER shall be in default under this combined Security Agreement upon the happening of any of the following events or conditions:

1. Failure of CUSTOMER to pay DEALER'S charges in full at the time possession of COLLATERAL is returned to CUSTOMER, or in the event CUSTOMER is approved for credit by DEALER, failure to pay DEALER'S charges in full within thirty (30) days from date of DEALER'S INVOICE.
2. Any time DEALER believes that the prospect for payment of the obligation secured hereby is impaired.

In the event of default, DEALER shall have the right at DEALER'S option to repossess and sell, without Court order, COLLATERAL at public or private sale, and DEALER may be the Purchaser at such sale for reasonable value, and CUSTOMER SHALL pay all reasonable attorney's fees and costs of repossession, storage and sale of collateral. In event repossession occurs, CUSTOMER agrees to surrender Title Certificate to COLLATERAL and assign same to DEALER. CUSTOMER authorizes DEALER, in the event of default, to repossess COLLATERAL without demand and for this purpose to enter upon any premises where the COLLATERAL is located. DEALER shall, in addition, have all rights and remedies provided by the Uniform Commercial Code. CUSTOMER hereby acknowledges that this combined Security Agreement was completed before signature by CUSTOMER, copy hereof was delivered to CUSTOMER at time of signing.

X _____

**NOTICE TO PURSUANT § 70.001,**
**Texas Property Code.**

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, § 9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

_____
*SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT*

The Reynolds and Reynolds Company, ERAINTIVE SF714410 Q (06/21)

Red McCombs DRIVEN TO SERVE
QualityCare at your service
Blue Oval Certified

Red McCombs Automotive SuperCenter
Ford Ford
8333 I.H. 10 West • San Antonio, Texas 78230
(210) 349-4949 • Service Direct (210) 357-1430
www.redmccombs.com www.saford.com

**SERVICE DEPARTMENT HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 3:00 p.m.**

**Quick Lane™ HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 5:00 p.m.**

0101IFOQS48252

[redacted]

LABOR & PARTS----------

J# 1 00FOZQ1001 COMP LOF TECH(S):15799 INTERNAL
COMPLIMENTARY OIL AND FILTER CHANGE
AS PER RP LOF
PERFORMED OIL CHANGE

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 1 | 1 | PK9105 | FL910 & 5 5W20 | | INTERNAL |
| JOB # 1 | 5 | XO-5W20-DSP | MOTORCRAFT SAE | | INTERNAL |
| JOB # 1 | 1 | BE8Z-6731-AB | KIT - ELEMENT | | INTERNAL |

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

---

J# 2+03FOZGBATT GBATT TECH(S):15799 INTERNAL
GOOD BATTERY.

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE |
|---|---|---|---|---|

JOB # 2 TOTAL PARTS 0.00

JOB # 2 TOTAL LABOR & PARTS 0.00

---

J# 3+03FOZGBK GBRAKE TECH(S):15799 INTERNAL
BRAKES CHECKED AND OK
GREEN BRAKES OVER 5MM
OVER 5MM OR 7/32"(DISC) OR OVER 2MM 3/32"(DRUM)

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE |
|---|---|---|---|---|

JOB # 3 TOTAL PARTS 0.00

JOB # 3 TOTAL LABOR & PARTS 0.00

---

J# 4+03FOZGTIRE GTIRE TECH(S):15799 INTERNAL
GREEN TIRES
7/32" OR GREATER
7/32" OR GREATER

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE |
|---|---|---|---|---|

JOB # 4 TOTAL PARTS 0.00

JOB # 4 TOTAL LABOR & PARTS 0.00

---

COMMENTS----------
REDS PROMISE LOF #1 OF 2.
MH

**Compare Service Too!**

We guarantee our service work for 12 months or 12,000 miles, whichever occurs first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge. Parts and Labor



**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer. The seller, RED McCOMBS FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. As security for the payment of charges for work on Customers vehicle, CUSTOMER, whose signature appears hereon, either as Owner or Agent of Owner, hereby grants to DEALER a security interest in said vehicle (hereinafter called COLLATERAL). CUSTOMER agrees that DEALER'S acceptance of partial or delinquent payments or failure of DEALER to exercise any right or remedy shall not be a waiver of any obligation of CUSTOMER or rights of DEALER or constitutes a waiver of any other similar default subsequently occurring. CUSTOMER shall be in default under this combined Security Agreement upon the happening of any of the following events or conditions:

1. Failure of CUSTOMER to pay DEALER'S charges in full at the time possession of COLLATERAL is returned to CUSTOMER, or in the event CUSTOMER is approved for credit by DEALER, failure to pay DEALER'S charges in full within thirty (30) days from date of DEALER'S INVOICE.
2. Any time DEALER believes that the prospect for payment of the obligation secured hereby is impaired.

In the event of default, DEALER shall have the right at DEALER'S option to repossess and sell, without Court order, COLLATERAL at public or private sale, and DEALER may be the Purchaser at such sale for reasonable value, and CUSTOMER SHALL pay all reasonable attorney's fees and costs of repossession, storage and sale of collateral. In event repossession occurs, CUSTOMER agrees to surrender Title Certificate to COLLATERAL and assign same to DEALER. CUSTOMER authorizes DEALER, in the event of default, to repossess COLLATERAL without demand and for this purpose to enter upon any premises where the COLLATERAL is located. DEALER shall, in addition, have all rights and remedies provided by the Uniform Commercial Code. CUSTOMER hereby acknowledges that this combined Security Agreement was completed before signature by CUSTOMER, copy hereof was delivered to CUSTOMER at time of signing.

X _____

**NOTICE TO PURSUANT § 70.001,**
**Texas Property Code.**

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, § 9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

_____
*SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT*

The Reynolds and Reynolds Company ERAINTINVE
PE23-015 SF004360 (06/21)

Red McCombs
DRIVEN TO SERVE
QualityCare at your service
Blue Oval Certified

# Red McCombs Automotive SuperCenter

Ford Ford

8333 I.H. 10 West • San Antonio, Texas 78230
(210) 349-4949 • Service Direct (210) 357-1430
www.redmccombs.com www.saford.com

**SERVICE DEPARTMENT HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 3:00 p.m.**

**Quick Lane™ HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 5:00 p.m.**

0101IFOCS86961

[redacted]

CUSTOMER SATISFACTION IS PRIORITY ONE AT RED MCCOMBS FORD.
Please take a moment to answer these questions and let us know how we are doing.....

1) PLEASE RATE YOUR OVERALL SERVICE EXPERIENCE (CIRCLE ONE)

COMPLETELY SATISFIED SATISFIED DISSATISFIED

2) WE ARE LOOKING TO IMPROVE OUR CUSTOMER SERVICE, PLEASE LET US KNOW YOUR COMMENTS

3) FOLLOW US ON FACEBOOK FOR DAILY SPECIALS

********PAYMENT METHOD********
[ ] CASH [ ] CHECK#..... [ ] DEBIT/CREDIT

_____
CUSTOMER SIGNATURE

| | |
|---|---|
| TOTAL LABOR.... | 14.91 |
| TOTAL PARTS.... | 25.38 |
| TOTAL SUBLET... | 0.00 |
| TOTAL G.O.G.... | 0.00 |
| TOTAL MISC CHG. | 4.74 |
| TOTAL MISC DISC | 0.00 |
| TOTAL TAX..... | 2.49 |
| **TOTAL INVOICE $** | **47.18** |

expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. As security for the payment of charges for work on Customers vehicle, CUSTOMER, whose signature appears hereon, either as Owner or Agent of Owner, hereby grants to DEALER a security interest in said vehicle (hereinafter called COLLATERAL). CUSTOMER agrees that DEALER'S acceptance of partial or delinquent payments or failure of DEALER to exercise any right or remedy shall not be a waiver of any obligation of CUSTOMER or rights of DEALER or constitutes a waiver of any other similar default subsequently occurring. CUSTOMER shall be in default under this combined Security Agreement upon the happening of any of the following events or conditions:

1. Failure of CUSTOMER to pay DEALER'S charges in full at the time possession of COLLATERAL is returned to CUSTOMER, or in the event CUSTOMER is approved for credit by DEALER, failure to pay DEALER'S charges in full within thirty (30) days from date of DEALER'S INVOICE.
2. Any time DEALER believes that the prospect for payment of the obligation secured hereby is impaired.

In the event of default, DEALER shall have the right at DEALER'S option to repossess and sell, without Court order, COLLATERAL at public or private sale, and DEALER may be the Purchaser at such sale for reasonable value, and CUSTOMER SHALL pay all reasonable attorney's fees and costs of repossession, storage and sale of collateral. In event repossession occurs, CUSTOMER agrees to surrender Title Certificate to COLLATERAL and assign same to DEALER. CUSTOMER authorizes DEALER, in the event of default, to repossess COLLATERAL without demand and for this purpose to enter upon any premises where the COLLATERAL is located. DEALER shall, in addition, have all rights and remedies provided by the Uniform Commercial Code. CUSTOMER hereby acknowledges that this combined Security Agreement was completed before signature by CUSTOMER, copy hereof was delivered to CUSTOMER at time of signing.

X _____

**NOTICE TO PURSUANT § 70.001, Texas Property Code.**

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, § 9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

_____
*SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT*

**********DUPLICATE INVOICE**********

**Compare Service Too!**

We guarantee our service work for 12 months or 12,000 miles, whichever occurs first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge. Parts and Labor



CUSTOMER COPY

[ END OF INVOICE ] 04:57pm

PE23-015-001367-LC-SV
The Reynolds and Reynolds Company ERAINTINVE
SF714410 Q (06/21)

Red McCombs
DRIVEN TO SERVE
QualityCare at your service
Blue Oval Certified

# Red McCombs Automotive SuperCenter

Ford Ford

8333 I.H. 10 West • San Antonio, Texas 78230
(210) 349-4949 • Service Direct (210) 357-1430
www.redmccombs.com www.saford.com

**SERVICE DEPARTMENT HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 3:00 p.m.**

**Quick Lane™ HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 5:00 p.m.**

0101IFOCS86961

[redacted]

LABOR & PARTS----------
J# 1 04FOZ DRIVABILITY TECH(S):33 WARRANTY

STATES ENGINE SHUT OFF WHEN CAME TO A STOP, STATES HAD
BATTERY INFO ON DASH AND STATED TO CYCLE THE KEY, ENGINE
WOULDNT START HAD TO PUSH OFF ROAD.
WHEN IT STARTED ENGINE STRUGGLED AND WAS MAKEING NOISES
UNDER HOOD THEN CLEARED UP AND RAN NORMAL..
.
.
.
.
.
.
.
.
.
.
.
IDS TEST & FOUND CODE B11D9, TESTED BATTERY, PASSED, RESET
BSM & CLEARED CODES & ROAD TESTED..
.
.
.
.

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| | | | JOB # 1 TOTAL PARTS | | 0.00 |
| | | | JOB # 1 TOTAL LABOR & PARTS | | 0.00 |

J# 2+00FOZWRKS The Works Gas Engine TECH(S):15248 14.57

THE WORKS -- GAS ENGINE SPECIAL
OIL CHANGE, TIRE ROTATION AND MULTI-POINT INSPECTION.
MAINTENANCE
LOF AND TIRE ROTATION TOPPED OFF ALL FLUIDS AS PER
WORKS PACKAGE

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 2 | 1 | PK9105 | FL910 & 5 5W20 | **** | **** |
| JOB # 2 | 5 | XO-5W20-DSP | MOTORCRAFT SAE | 4.10 | 20.50 |
| JOB # 2 | 1 | BE8Z-6731-AB | KIT - ELEMENT | 4.88 | 4.88 |
| | | | JOB # 2 TOTAL PARTS | | 25.38 |
| | | | JOB # 2 TOTAL LABOR & PARTS | | 39.95 |

| MISC | CODE | DESCRIPTION | CONTROL NO | |
|---|---|---|---|---|
| JOB # A | EVFE | DISPOSAL FEES/SHOP SUPPLIES | | 4.74 |
| | | | TOTAL - MISC | 4.74 |

COMMENTS----------
SENT TEXT AND ITS READY,, KEYS WITH CASHIER
MW

**Compare Service Too!**
We guarantee our service work for 12 months or 12,000 miles, whichever occurs first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge. Parts and Labor



**DISCLAIMER OF WARRANTIES**
Any warranties on the products sold hereby are those made by the manufacturer. The seller, RED McCOMBS FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. As security for the payment of charges for work on Customers vehicle, CUSTOMER, whose signature appears hereon, either as Owner or Agent of Owner, hereby grants to DEALER a security interest in said vehicle (hereinafter called COLLATERAL). CUSTOMER agrees that DEALER'S acceptance of partial or delinquent payments or failure of DEALER to exercise any right or remedy shall not be a waiver of any obligation of CUSTOMER or rights of DEALER or constitutes a waiver of any other similar default subsequently occurring. CUSTOMER shall be in default under this combined Security Agreement upon the happening of any of the following events or conditions:

1. Failure of CUSTOMER to pay DEALER'S charges in full at the time possession of COLLATERAL is returned to CUSTOMER, or in the event CUSTOMER is approved for credit by DEALER, failure to pay DEALER'S charges in full within thirty (30) days from date of DEALER'S INVOICE.
2. Any time DEALER believes that the prospect for payment of the obligation secured hereby is impaired.

In the event of default, DEALER shall have the right at DEALER'S option to repossess and sell, without Court order, COLLATERAL at public or private sale, and DEALER may be the Purchaser at such sale for reasonable value, and CUSTOMER SHALL pay all reasonable attorney's fees and costs of repossession, storage and sale of collateral. In event repossession occurs, CUSTOMER agrees to surrender Title Certificate to COLLATERAL and assign same to DEALER. CUSTOMER authorizes DEALER, in the event of default, to repossess COLLATERAL without demand and for this purpose to enter upon any premises where the COLLATERAL is located. DEALER shall, in addition, have all rights and remedies provided by the Uniform Commercial Code. CUSTOMER hereby acknowledges that this combined Security Agreement was completed before signature by CUSTOMER, copy hereof was delivered to CUSTOMER at time of signing.

X _____

**NOTICE TO PURSUANT § 70.001, Texas Property Code.**
I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, § 9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

_____
*SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT*

The Reynolds and Reynolds Company (Form) SF714410 Q (06/21)

Red McCombs DRIVEN TO SERVE
QualityCare at your service
Blue Oval Certified

Red McCombs Automotive SuperCenter
Ford Ford
8333 I.H. 10 West • San Antonio, Texas 78230
(210) 349-4949 • Service Direct (210) 357-1430
www.redmccombs.com www.saford.com

**SERVICE DEPARTMENT HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 3:00 p.m.**

**Quick Lane™ HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 5:00 p.m.**

0101IFOCS163552

[redacted]

LABOR & PARTS----------
J# 4+26FOZ TINTING TECH(S):14971 INTERNAL
RE TINT FRONT WINDOWS IN REF TO JOB 3 SCRATCH UP//
RETENTED FRONT TWO WINDOWS
COMPLETED

| PARTS------QTY---FP-NUMBER--------------DESCRIPTION--------------------UNIT PRICE- | | |
|---|---|---|
| JOB # 4 TOTAL PARTS | | 0.00 |
| JOB # 4 TOTAL LABOR & PARTS | | 0.00 |

MISC------CODE--------DESCRIPTION-----------------------------CONTROL NO---------

| | | |
|---|---|---|
| JOB # A EVFE DISPOSAL FEES/SHOP SUPPLIES | | 5.50 |
| TOTAL - MISC | | 5.50 |

COMMENTS----------
SENDING TO QL 2-29-20
AG
SENT TEXT 4.32PM 01/05/20 THAT IS READY TO GO AND WILL BE OPEN TILL 7.00
KEYS WITH CASHIER

MH

TOTALS----------

CUSTOMER SATISFACTION IS PRIORITY ONE AT RED MCCOMBS FORD.
Please take a moment to answer these questions and let us know how we are doing.....

1) PLEASE RATE YOUR OVERALL SERVICE EXPERIENCE (CIRCLE ONE)

COMPLETELY SATISFIED SATISFIED DISSATISFIED

2) WE ARE LOOKING TO IMPROVE OUR CUSTOMER SERVICE, PLEASE LET US KNOW YOUR COMMENTS

3) FOLLOW US ON FACEBOOK FOR DAILY SPECIALS

| | |
|---|---|
| TOTAL LABOR.... | 21.95 |
| TOTAL PARTS.... | 24.38 |
| TOTAL SUBLET... | 0.00 |
| TOTAL G.O.G.... | 0.00 |
| TOTAL MISC CHG. | 5.50 |
| TOTAL MISC DISC | 0.00 |
| TOTAL TAX..... | 2.47 |
| **TOTAL INVOICE $** | **54.30** |

********PAYMENT METHOD********
[ ] CASH [ ] CHECK#..... [ ] DEBIT/CREDIT

_____
CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

**Compare Service Too!**
We guarantee our service work for 12 months or 12,000 miles, whichever occurs first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge. Parts and Labor

PAGE 2 OF 2 CUSTOMER COPY [ END OF INVOICE ] 11:34am

**DISCLAIMER OF WARRANTIES**
Any warranties on the products sold hereby are those made by the manufacturer. The seller, RED McCOMBS FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. As security for the payment of charges for work on Customers vehicle, CUSTOMER, whose signature appears hereon, either as Owner or Agent of Owner, hereby grants to DEALER a security interest in said vehicle (hereinafter called COLLATERAL). CUSTOMER agrees that DEALER'S acceptance of partial or delinquent payments or failure of DEALER to exercise any right or remedy shall not be a waiver of any obligation of CUSTOMER or rights of DEALER or constitutes a waiver of any other similar default subsequently occurring. CUSTOMER shall be in default under this combined Security Agreement upon the happening of any of the following events or conditions:

1. Failure of CUSTOMER to pay DEALER'S charges in full at the time possession of COLLATERAL is returned to CUSTOMER, or in the event CUSTOMER is approved for credit by DEALER, failure to pay DEALER'S charges in full within thirty (30) days from date of DEALER'S INVOICE.
2. Any time DEALER believes that the prospect for payment of the obligation secured hereby is impaired.

In the event of default, DEALER shall have the right at DEALER'S option to repossess and sell, without Court order, COLLATERAL at public or private sale, and DEALER may be the Purchaser at such sale for reasonable value, and CUSTOMER SHALL pay all reasonable attorney's fees and costs of repossession, storage and sale of collateral. In event repossession occurs, CUSTOMER agrees to surrender Title Certificate to COLLATERAL and assign same to DEALER. CUSTOMER authorizes DEALER, in the event of default, to repossess COLLATERAL without demand and for this purpose to enter upon any premises where the COLLATERAL is located. DEALER shall, in addition, have all rights and remedies provided by the Uniform Commercial Code. CUSTOMER hereby acknowledges that this combined Security Agreement was completed before signature by CUSTOMER, copy hereof was delivered to CUSTOMER at time of signing.

X _____

**NOTICE TO PURSUANT § 70.001, Texas Property Code.**
I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, § 9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

_____
*SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT*

The Reynolds and Reynolds Company (FRANHOVE
SF714410 Q (06/21)

Red McCombs DRIVEN TO SERVE
QualityCare at your service
Blue Oval Certified

Red McCombs Automotive SuperCenter
Ford Ford

8333 I.H. 10 West • San Antonio, Texas 78230
(210) 349-4949 • Service Direct (210) 357-1430
www.redmccombs.com www.saford.com

**SERVICE DEPARTMENT HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 3:00 p.m.**

**Quick Lane™ HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 5:00 p.m.**

[redacted]

LABOR & PARTS----------

J# 1 18FOZ LINE TECH(S):33 0.00

STATES ENGINE STALLED SOON AFTER LEAVEING HOUSE.. ENGINE
TURNS OVER AND WILL NOT START. E29
.
.
.
.
.
.
.
.
WORKING AS DESINGED. NO PROBLEM FOUND
.
.
.
.
.

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| | | | JOB # 1 TOTAL PARTS | | 0.00 |
| | | | JOB # 1 TOTAL LABOR & PARTS | | 0.00 |

J# 2 00FOZWRKS The Works Gas Engine TECH(S):16483 21.95

THE WORKS -- GAS ENGINE SPECIAL
OIL CHANGE, TIRE ROTATION AND MULTI-POINT INSPECTION.
MAINTENANCE
PERFORMED WORKS PACKAGE. OIL/FILTER/TIRE ROTATION.

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 2 | 1 | PK9105 | FL910 & 5 5W20 | **** | **** |
| JOB # 2 | 5 | XO-5W20-DSP | MOTORCRAFT SAE | 3.90 | 19.50 |
| JOB # 2 | 1 | BE8Z-6731-AB | KIT - ELEMENT | 4.88 | 4.88 |
| | | | JOB # 2 TOTAL PARTS | | 24.38 |
| | | | JOB # 2 TOTAL LABOR & PARTS | | 46.33 |

J# 3+24FOZOWNER INTERIOR TRIM TECH(S):13259 WARRANTY

added by customer 01/04/21 8.32am
stated both front window have a streak when roll up and
down. will clean it and will come back. g07
CC-33/LOOSE REGULATOR HARINESS
REMVOED BOTH FRONT DOOR PANELS AND FOUND BOTH REGULATORS
NOT ATTACHED PROPERLY AND HARINESS RUBBING ON GLASS/CAUSING
MARKS ON GLASS/REMOVED AND REINSTALLED PROPERLY AND RAN
WIRE HARINESS PROPERLY/RETEST/PASS,PASS
23208,23209

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| | | | JOB # 3 TOTAL PARTS | | 0.00 |
| | | | JOB # 3 TOTAL LABOR & PARTS | | 0.00 |

**Compare Service Tool**

We guarantee our service work for 12 months or 12,000 miles, whichever occurs first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge. Parts and Labor



**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer. The seller, RED McCOMBS FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. As security for the payment of charges for work on Customers vehicle, CUSTOMER, whose signature appears hereon, either as Owner or Agent of Owner, hereby grants to DEALER a security interest in said vehicle (hereinafter called COLLATERAL). CUSTOMER agrees that DEALER'S acceptance of partial or delinquent payments or failure of DEALER to exercise any right or remedy shall not be a waiver of any obligation of CUSTOMER or rights of DEALER or constitutes a waiver of any other similar default subsequently occurring. CUSTOMER shall be in default under this combined Security Agreement upon the happening of any of the following events or conditions:

1. Failure of CUSTOMER to pay DEALER'S charges in full at the time possession of COLLATERAL is returned to CUSTOMER, or in the event CUSTOMER is approved for credit by DEALER, failure to pay DEALER'S charges in full within thirty (30) days from date of DEALER'S INVOICE.
2. Any time DEALER believes that the prospect for payment of the obligation secured hereby is impaired.

In the event of default, DEALER shall have the right at DEALER'S option to repossess and sell, without Court order, COLLATERAL at public or private sale, and DEALER may be the Purchaser at such sale for reasonable value, and CUSTOMER SHALL pay all reasonable attorney's fees and costs of repossession, storage and sale of collateral. In event repossession occurs, CUSTOMER agrees to surrender Title Certificate to COLLATERAL and assign same to DEALER. CUSTOMER authorizes DEALER, in the event of default, to repossess COLLATERAL without demand and for this purpose to enter upon any premises where the COLLATERAL is located. DEALER shall, in addition, have all rights and remedies provided by the Uniform Commercial Code. CUSTOMER hereby acknowledges that this combined Security Agreement was completed before signature by CUSTOMER, copy hereof was delivered to CUSTOMER at time of signing.

X _____

**NOTICE TO PURSUANT § 70.001, Texas Property Code.**

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, § 9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

_____
*SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT*

The Reynolds and Reynolds Company (Canada) Limited
SF714410 Q (06/21)

Red McCombs DRIVEN TO SERVE
QualityCare at your service
Blue Oval Certified

Red McCombs Automotive SuperCenter
Ford Ford
8333 I.H. 10 West • San Antonio, Texas 78230
(210) 349-4949 • Service Direct (210) 357-1430
www.redmccombs.com www.saford.com

**SERVICE DEPARTMENT HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 3:00 p.m.**

**Quick Lane™ HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 5:00 p.m.**

[redacted]

COMMENTS----------
/ALLED CUSTOMER 02/17/22 4:25 WITH UPDATE PART HERE

OLD REPUBLIC PAYS 100.00 FOR RENTAL
OLD REPUBLIC PAYS 811.44
CUSTOMER PAYS 235.74

AUTH#DM799572

WAITING FOR THE BILL TO COME IN 2/25/22 NL

CP $235.74 VIA VT 2/25-KP
PER JOEY INTERNAL REMAINING RENTALS DAYS

TOTALS----------

CUSTOMER SATISFACTION IS PRIORITY ONE AT RED MCCOMBS FORD.
Please take a moment to answer these questions and let us know how we are doing.....

1) PLEASE RATE YOUR OVERALL SERVICE EXPERIENCE (CIRCLE ONE)

COMPLETELY SATISFIED SATISFIED DISSATISFIED

2) WE ARE LOOKING TO IMPROVE OUR CUSTOMER SERVICE, PLEASE LET US KNOW YOUR COMMENTS

3) FOLLOW US ON FACEBOOK FOR DAILY SPECIALS

********PAYMENT METHOD********
[ ] CASH [ ] CHECK#..... [ ] DEBIT/CREDIT

| | |
|---|---|
| TOTAL LABOR.... | 250.50 |
| TOTAL PARTS.... | 735.96 |
| TOTAL SUBLET... | 100.00 |
| TOTAL G.O.G.... | 0.00 |
| TOTAL MISC CHG. | 0.00 |
| TOTAL MISC DISC | 0.00 |
| TOTAL TAX..... | 60.72 |
| **TOTAL INVOICE $** | **1147.18** |

OR $911.44
CNT $235.74

_____
CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer. The seller, RED McCOMBS FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. As security for the payment of charges for work on Customers vehicle, CUSTOMER, whose signature appears hereon, either as Owner or Agent of Owner, hereby grants to DEALER a security interest in said vehicle (hereinafter called COLLATERAL). CUSTOMER agrees that DEALER'S acceptance of partial or delinquent payments or failure of DEALER to exercise any right or remedy shall not be a waiver of any obligation of CUSTOMER or rights of DEALER or constitutes a waiver of any other similar default subsequently occurring. CUSTOMER shall be in default under this combined Security Agreement upon the happening of any of the following events or conditions:

1. Failure of CUSTOMER to pay DEALER'S charges in full at the time possession of COLLATERAL is returned to CUSTOMER, or in the event CUSTOMER is approved for credit by DEALER, failure to pay DEALER'S charges in full within thirty (30) days from date of DEALER'S INVOICE.
2. Any time DEALER believes that the prospect for payment of the obligation secured hereby is impaired.

In the event of default, DEALER shall have the right at DEALER'S option to repossess and sell, without Court order, COLLATERAL at public or private sale, and DEALER may be the Purchaser at such sale for reasonable value, and CUSTOMER SHALL pay all reasonable attorney's fees and costs of repossession, storage and sale of collateral. In event repossession occurs, CUSTOMER agrees to surrender Title Certificate to COLLATERAL and assign same to DEALER. CUSTOMER authorizes DEALER, in the event of default, to repossess COLLATERAL without demand and for this purpose to enter upon any premises where the COLLATERAL is located. DEALER shall, in addition, have all rights and remedies provided by the Uniform Commercial Code. CUSTOMER hereby acknowledges that this combined Security Agreement was completed before signature by CUSTOMER, copy hereof was delivered to CUSTOMER at time of signing.

X _____

**NOTICE TO PURSUANT § 70.001, Texas Property Code.**

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, § 9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

_____
*SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT*

**Compare Service Too!**

We guarantee our service work for 12 months or 12,000 miles, whichever occurs first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge. Parts and Labor



The Reynolds and Reynolds Company (Form) SF714410 Q (06/21)

Red McCombs DRIVEN TO SERVE
QualityCare at your service
Blue Oval Certified

Red McCombs Automotive SuperCenter
Ford Ford
8333 I.H. 10 West • San Antonio, Texas 78230
(210) 349-4949 • Service Direct (210) 357-1430
www.redmccombs.com www.saford.com

**SERVICE DEPARTMENT HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 3:00 p.m.**

**Quick Lane™ HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**

[redacted]

LABOR & PARTS----------

J# 1 24FOZ TRIM REPAIR TECH(S):15653 195.50

C/S SYNC SCREEN FREEZES WHEN IN USE AND SCREEN HAS A BAD
DELAY WHEN TRYING TO CHANGE SCREENS. STATES CALL SCREEN ALSO
FREEZES
NEEDS APIM WAITNG ON APPORVAL
WILL NOT TAKE UPDATE WILL FAIL
REMOVED AND REPALCED APIM AND PROGRAMMEND AND RETESED AND
CONCERN ISNO LONGER PRESNT

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 1 | 1 | H5BZ-14G371-E | UNIT - CENTRAL | 615.19 | 615.19 |
| | | PART ON SHELF | | | |
| | | | JOB # 1 TOTAL PARTS | | 615.19 |
| | | | JOB # 1 TOTAL LABOR & PARTS | | 810.69 |

J# 2+52FOZ RENTAL TECH(S):15653 0.00

RENTAL OLD REPUBLIC

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| | | | JOB # 2 TOTAL PARTS | | 0.00 |
| | | | JOB # 2 TOTAL LABOR & PARTS | | 0.00 |

J# 3+01FOZ QUICK SERVICE TECH(S):14295 55.00

REPLACE HEAT SHIELD

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 3 | 1 | GN1Z-16738-B | INSULATOR - HO | 120.77 | 120.77 |
| | | | JOB # 3 TOTAL PARTS | | 120.77 |
| | | | JOB # 3 TOTAL LABOR & PARTS | | 175.77 |

| SUBLET | PO# | VEND INV# | INV.DATE | DESCRIPTION | |
|---|---|---|---|---|---|
| JOB # 2 | 84727 | | 02/28/22 | RENTAL 5QCYYP | 100.00 |
| JOB # 2 | 84727 | | 02/28/22 | RENTAL 5QCYYP | INTERNAL |
| | | | | TOTAL - SUBLET | 100.00 |

**Compare Service Too!**

We guarantee our service work for 12 months or 12,000 miles, whichever occurs first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge. Parts and Labor

**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer. The seller, RED McCOMBS FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. As security for the payment of charges for work on Customers vehicle, CUSTOMER, whose signature appears hereon, either as Owner or Agent of Owner, hereby grants to DEALER a security interest in said vehicle (hereinafter called COLLATERAL). CUSTOMER agrees that DEALER'S acceptance of partial or delinquent payments or failure of DEALER to exercise any right or remedy shall not be a waiver of any obligation of CUSTOMER or rights of DEALER or constitutes a waiver of any other similar default subsequently occurring. CUSTOMER shall be in default under this combined Security Agreement upon the happening of any of the following events or conditions:

1. Failure of CUSTOMER to pay DEALER'S charges in full at the time possession of COLLATERAL is returned to CUSTOMER, or in the event CUSTOMER is approved for credit by DEALER, failure to pay DEALER'S charges in full within thirty (30) days from date of DEALER'S INVOICE.
2. Any time DEALER believes that the prospect for payment of the obligation secured hereby is impaired.

In the event of default, DEALER shall have the right at DEALER'S option to repossess and sell, without Court order, COLLATERAL at public or private sale, and DEALER may be the Purchaser at such sale for reasonable value, and CUSTOMER SHALL pay all reasonable attorney's fees and costs of repossession, storage and sale of collateral. In event repossession occurs, CUSTOMER agrees to surrender Title Certificate to COLLATERAL and assign same to DEALER. CUSTOMER authorizes DEALER, in the event of default, to repossess COLLATERAL without demand and for this purpose to enter upon any premises where the COLLATERAL is located. DEALER shall, in addition, have all rights and remedies provided by the Uniform Commercial Code. CUSTOMER hereby acknowledges that this combined Security Agreement was completed before signature by CUSTOMER, copy hereof was delivered to CUSTOMER at time of signing.

X _____

**NOTICE TO PURSUANT § 70.001, Texas Property Code.**

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, § 9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

_____
*SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT*



The Reynolds and Reynolds Company FORM NO. SF714410 Q (06/21)

Red McCombs DRIVEN TO SERVE
QualityCare at your service
BlueOval Certified

Red McCombs Automotive SuperCenter
Ford Ford
8333 I.H. 10 West • San Antonio, Texas 78230
(210) 349-4949 • Service Direct (210) 357-1430
www.redmccombs.com www.saford.com

**SERVICE DEPARTMENT HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 3:00 p.m.**

**Quick Lane™ HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**

[redacted]

J# 2+25FOZRCI RENTAL CAR INTERNAL TECH(S):16335 0.00
QUALITY CHECK INITIALS:
RENTAL VEHICLE INTERNAL
RENTAL VEHICLE
RENTAL VEHICLE FOR LOYAL CUSTOMER

PARTS------QTY---FP-NUMBER--------------DESCRIPTION--------------------UNIT PRICE-
JOB # 2 TOTAL PARTS 0.00

JOB # 2 TOTAL LABOR & PARTS 0.00

SUBLET-----PO#--------VEND INV#-INV.DATE-DESCRIPTION----------
JOB # 2 89199 7VQMFF 10/31/22 RENTAL 7VQMFF WARRANTY
TOTAL - SUBLET 0.00

COMMENTS----------
++VALET++

START UP RATTLE
ONE DAY RENTAL AUTHORIZED BY NORMA W/ COUPON ON 10/20 ENDING IN 10/24

released veh per adam nc no pay
WESTON WILL CLOSE TODAY 10-31/22 MH
10 DAYS RENTAL ON WARRANTY ESP PER ADAM

TOTALS----------

CUSTOMER SATISFACTION IS PRIORITY ONE AT RED MCCOMBS FORD.
Please take a moment to answer these questions and let us know how we are doing.....

1) PLEASE RATE YOUR OVERALL SERVICE EXPERIENCE (CIRCLE ONE)

COMPLETELY SATISFIED SATISFIED DISSATISFIED

2) WE ARE LOOKING TO IMPROVE OUR CUSTOMER SERVICE, PLEASE LET US KNOW YOUR COMMENTS

3) FOLLOW US ON FACEBOOK FOR DAILY SPECIALS

| | |
|---|---|
| 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** |

********PAYMENT METHOD********
[ ] CASH [ ] CHECK#..... [ ] DEBIT/CREDIT

_____
CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

the manufacturer. The seller, RED McCOMBS FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. As security for the payment of charges for work on Customers vehicle, CUSTOMER, whose signature appears hereon, either as Owner or Agent of Owner, hereby grants to DEALER a security interest in said vehicle (hereinafter called COLLATERAL). CUSTOMER agrees that DEALER'S acceptance of partial or delinquent payments or failure of DEALER to exercise any right or remedy shall not be a waiver of any obligation of CUSTOMER or rights of DEALER or constitutes a waiver of any other similar default subsequently occurring. CUSTOMER shall be in default under this combined Security Agreement upon the happening of any of the following events or conditions:

1. Failure of CUSTOMER to pay DEALER'S charges in full at the time possession of COLLATERAL is returned to CUSTOMER, or in the event CUSTOMER is approved for credit by DEALER, failure to pay DEALER'S charges in full within thirty (30) days from date of DEALER'S INVOICE.
2. Any time DEALER believes that the prospect for payment of the obligation secured hereby is impaired.

In the event of default, DEALER shall have the right at DEALER'S option to repossess and sell, without Court order, COLLATERAL at public or private sale, and DEALER may be the Purchaser at such sale for reasonable value, and CUSTOMER SHALL pay all reasonable attorney's fees and costs of repossession, storage and sale of collateral. In event repossession occurs, CUSTOMER agrees to surrender Title Certificate to COLLATERAL and assign same to DEALER. CUSTOMER authorizes DEALER, in the event of default, to repossess COLLATERAL without demand and for this purpose to enter upon any premises where the COLLATERAL is located. DEALER shall, in addition, have all rights and remedies provided by the Uniform Commercial Code. CUSTOMER hereby acknowledges that this combined Security Agreement was completed before signature by CUSTOMER, copy hereof was delivered to CUSTOMER at time of signing.

X _____

**NOTICE TO PURSUANT § 70.001, Texas Property Code.**
I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, § 9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

_____
*SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT*

**Compare Service Too!**
We guarantee our service work for 12 months or 12,000 miles, whichever occurs first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge. Parts and Labor



PE23.015.001376 1 of 2
The Reynolds and Reynolds Company FRM-INVE
SF714410 Q (06/21)

Red McCombs DRIVEN TO SERVE
QualityCare at your service
Blue Oval Certified

Red McCombs Automotive SuperCenter
Ford Ford

8333 I.H. 10 West • San Antonio, Texas 78230
(210) 349-4949 • Service Direct (210) 357-1430
www.redmccombs.com www.saford.com

**SERVICE DEPARTMENT HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 3:00 p.m.**

**Quick Lane™ HOURS**
**Monday - Friday 7:00 a.m. - 7:00 p.m.**
**Saturday 7:00 a.m. - 5:00 p.m.**

[redacted]

LABOR & PARTS----------

J# 1 04FOZDWD DIED WHILE DRIVING TECH(S):16335 WARRANTY

C/S ENGINE OIL LIGHT CAME ON AND VEH STARTED SHUTTERING
BEFORE DYING WHILE DRIVING
D42
VERIFY ENGLINE OIL LOW OIP PRESSURE AND ENGINE IS ON
PERFORM,SELF TEST FOUND DTC CODE P162F P0340 P3044
P0365/P0369/P06E9
AND UPON INSPECTION FOUND MEATAL IN OIL AND HAVE NO OIL
PRESSUER FOLLOW SSM 49918 PROCEDURE PERFORM OIL PRESSUER
TEST IT WAS BELOW 10PSI FOLLOW SSM REPAIR PROCEDURE
ACCORDINGLY TOSSM REPALCE LONG BLOCK AND TURBOCHARGER
AND CLEAR ALL DTS CODES AND PERFORM RETEST
EVERYTHING IS GOOD AT THIS TIME

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| JOB # 1 | 1 | G1FZ-6006-A | SERVICE ENGINE | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6L092-A | TUBE ASY - DRA | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6K682-L | TURBOCHARGER A | | WARRANTY |
| JOB # 1 | 1 | CM5Z-6K679-B | PIPE - OIL FEE | | WARRANTY |
| JOB # 1 | 8 | -W715309-S300 | STUD | | WARRANTY |
| JOB # 1 | 8 | -W716271-S437 | NUT | | WARRANTY |
| JOB # 1 | 1 | 4R8Z-6N652-A | GASKET | | WARRANTY |
| JOB # 1 | 1 | CM5Z-9450-A | GASKET | | WARRANTY |
| JOB # 1 | 1 | GN1Z-5A215-A | CLAMP - EXHAUS | | WARRANTY |
| JOB # 1 | 1 | CM5Z-9439-A | GASKET - INTAK | | WARRANTY |
| JOB # 1 | 1 | CM5Z-8592-B | CONNECTION - W | | WARRANTY |
| JOB # 1 | 4 | -W715618-S437 | NUT | | WARRANTY |
| JOB # 1 | 6 | F1FZ-6379-A | BOLT - HEX.HEA | | WARRANTY |
| JOB # 1 | 1 | BM5Z-2A572-A | GASKET - VACUU | | WARRANTY |
| JOB # 1 | 1 | CM5Z-9229-A | KIT - O RING | | WARRANTY |
| JOB # 1 | 2 | CCPZ-3B477-C | RETAINER - NUT | | WARRANTY |
| JOB # 1 | 1 | AY1Z-3R827-A | BOLT | | WARRANTY |
| JOB # 1 | 3 | -W718475-S439 | BOLT AND WASHE | | WARRANTY |
| JOB # 1 | 3 | -W520214-S440 | NUT | | WARRANTY |
| JOB # 1 | 2 | -W716792-S439 | BOLT | | WARRANTY |
| JOB # 1 | 2 | -W714404-S442 | BOLT AND WASHE | | WARRANTY |
| JOB # 1 | 2 | -W520204-S440 | NUT | | WARRANTY |
| JOB # 1 | 2 | -W715135-S440 | NUT | | WARRANTY |
| JOB # 1 | 1 | VC-13-G | ANTI-FREEZE | | WARRANTY |
| JOB # 1 | 1 | BE8Z-6731-AB | KIT - ELEMENT | | WARRANTY |
| JOB # 1 | 6 | XO-5W30-Q1SP | MOTORCRAFT SAE | | WARRANTY |
| JOB # 1 | 1 | AA5Z-9E583-A | SEAL | | WARRANTY |
| JOB # 1 | 1 | F1FZ-9N454-K | HEAT SHIELD | | WARRANTY |
| JOB # 1 | 1 | CM5Z-9J323-A | TUBE ASY | | WARRANTY |
| JOB # 1 | 2 | CM5Z-6C535-A | SEAL - VALVE | | WARRANTY |
| JOB # 1 | 2 | -W500414-S442 | BOLT | | WARRANTY |
| JOB # 1 | 3 | SP-538-AX | SPARK PLUG | | WARRANTY |
| JOB # 1 | 1 | -W715775-S300 | RING | | WARRANTY |
| JOB # 1 | 1 | CM5Z-8575-D | THERMOSTAT ASY | | WARRANTY |
| JOB # 1 | -1 | G1FZ-6006-A | CORE RETURN | | WARRANTY |
| JOB # 1 | -1 | CM5Z-6K682-L | CORE RETURN | | WARRANTY |
| JOB # 1 | 1 | ALLOW | UNIT | | WARRANTY |
| | | | JOB # 1 TOTAL PARTS | | 0.00 |

**Compare Service Too!**

We guarantee our service work for 12 months or 12,000 miles, whichever occurs first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge. Parts and Labor

 [CONTINUED ON NEXT PAGE] 11:34am

**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer. The seller, RED McCOMBS FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. As security for the payment of charges for work on Customers vehicle, CUSTOMER, whose signature appears hereon, either as Owner or Agent of Owner, hereby grants to DEALER a security interest in said vehicle (hereinafter called COLLATERAL). CUSTOMER agrees that DEALER'S acceptance of partial or delinquent payments or failure of DEALER to exercise any right or remedy shall not be a waiver of any obligation of CUSTOMER or rights of DEALER or constitutes a waiver of any other similar default subsequently occurring. CUSTOMER shall be in default under this combined Security Agreement upon the happening of any of the following events or conditions:

1. Failure of CUSTOMER to pay DEALER'S charges in full at the time possession of COLLATERAL is returned to CUSTOMER, or in the event CUSTOMER is approved for credit by DEALER, failure to pay DEALER'S charges in full within thirty (30) days from date of DEALER'S INVOICE.
2. Any time DEALER believes that the prospect for payment of the obligation secured hereby is impaired.

In the event of default, DEALER shall have the right at DEALER'S option to repossess and sell, without Court order, COLLATERAL at public or private sale, and DEALER may be the Purchaser at such sale for reasonable value, and CUSTOMER SHALL pay all reasonable attorney's fees and costs of repossession, storage and sale of collateral. In event repossession occurs, CUSTOMER agrees to surrender Title Certificate to COLLATERAL and assign same to DEALER. CUSTOMER authorizes DEALER, in the event of default, to repossess COLLATERAL without demand and for this purpose to enter upon any premises where the COLLATERAL is located. DEALER shall, in addition, have all rights and remedies provided by the Uniform Commercial Code. CUSTOMER hereby acknowledges that this combined Security Agreement was completed before signature by CUSTOMER, copy hereof was delivered to CUSTOMER at time of signing.

X _____

**NOTICE TO PURSUANT § 70.001, Texas Property Code.**

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, § 9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

_____

*SIGNATURE OF THE PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT*

The Reynolds and Reynolds Company, Dayton, OH (USA)



LEMBERG LAW

**Trinette G. Kent, Esq.**
**Associate**
✆ +1.203.653.2250 x 5533
☎ +1.203.653.3424
✉ tkent@lemberglaw.com

June 19, 2023

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | 2019 Ford EcoSport S |
| **VIN #** | [redacted] |
| **Record Owner** | |
| **State of Purchase or Lease** | |

Dear Sir or Madam:

Lemberg Law L.L.C. is writing on behalf of the above client with regard to the above vehicle purchased. **Please consider this your notice for an opportunity to correct the defects specified below.** We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting California consumers, including the California Unfair Trade Practices Act. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service over 30 days and subject to repair due to the engine failure, but same defect continues to persist.

The defects in the vehicle constitute a breach of warranty in that they substantially impair its use, value, and safety to the client. Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the car until the purchase price is returned, plus expenses in handling and inspecting the car. Until you pay this amount, our client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be deemed wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507. If the seller or any creditor subject to the FTC Holder Rule has filed a financing statement covering the above vehicle, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within 10 days to terminate such security interest. Failure to do so subjects you to liability under U.C.C. § 9-404(1).

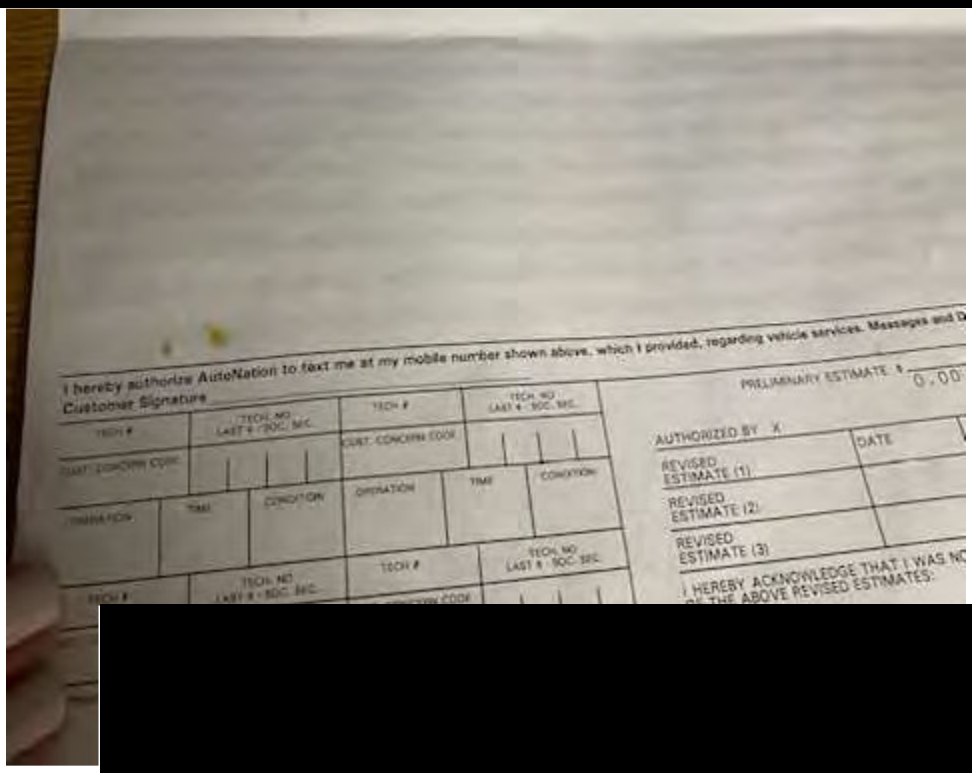
Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

*/s/ Trinette Kent*

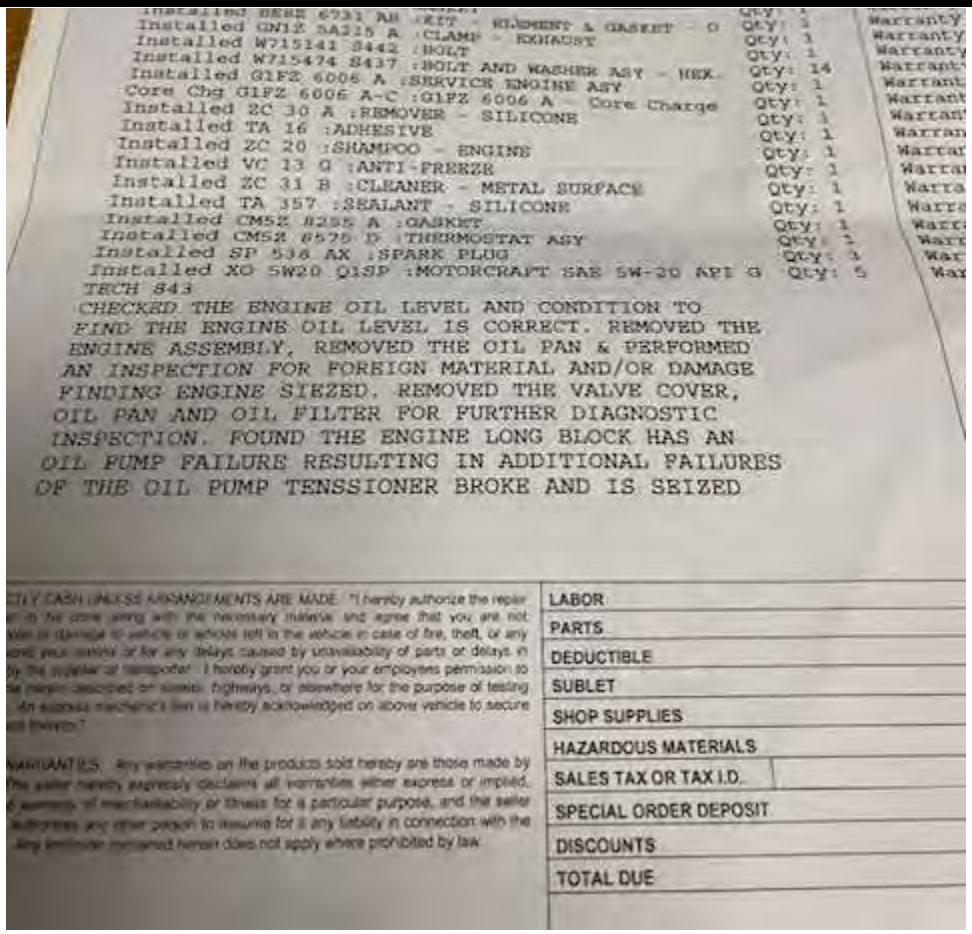
Trinette Kent, Esq.

[redacted]




[redacted]

[redacted]



| | | |
|---|---|---|
| Installing BEBE 6731 AB | :KIT - ELEMENT & GASKET - O | Qty: 1 |
| Installed GN1Z 9A225 A | :CLAMP - EXHAUST | Qty: 1 |
| Installed W715141 S442 | :BOLT | Qty: 1 |
| Installed W715474 S437 | :BOLT AND WASHER ASY - HEX. | Qty: 14 |
| Installed G1FZ 6006 A | :SURVICE ENGINE ASY | Qty: 1 |
| Core Chg G1FZ 6006 A-C | :G1FZ 6006 A - Core Charge | Qty: 1 |
| Installed ZC 30 A | :REMOVER - SILICONE | Qty: 1 |
| Installed TA 16 | :ADHESIVE | Qty: 1 |
| Installed ZC 20 | :SHAMPOO - ENGINE | Qty: 1 |
| Installed VC 13 G | :ANTI-FREEZE | Qty: 1 |
| Installed ZC 31 B | :CLEANER - METAL SURFACE | Qty: 1 |
| Installed TA 357 | :SEALANT - SILICONE | Qty: 1 |
| Installed CM5Z 8255 A | :GASKET | Qty: 1 |
| Installed CM5Z 8575 D | :THERMOSTAT ASY | Qty: 1 |
| Installed SP 538 AX | :SPARK PLUG | Qty: 1 |
| Installed XO 5W20 Q1SP | :MOTORCRAFT SAE 5W-20 API G | Qty: 5 |

TECH 843

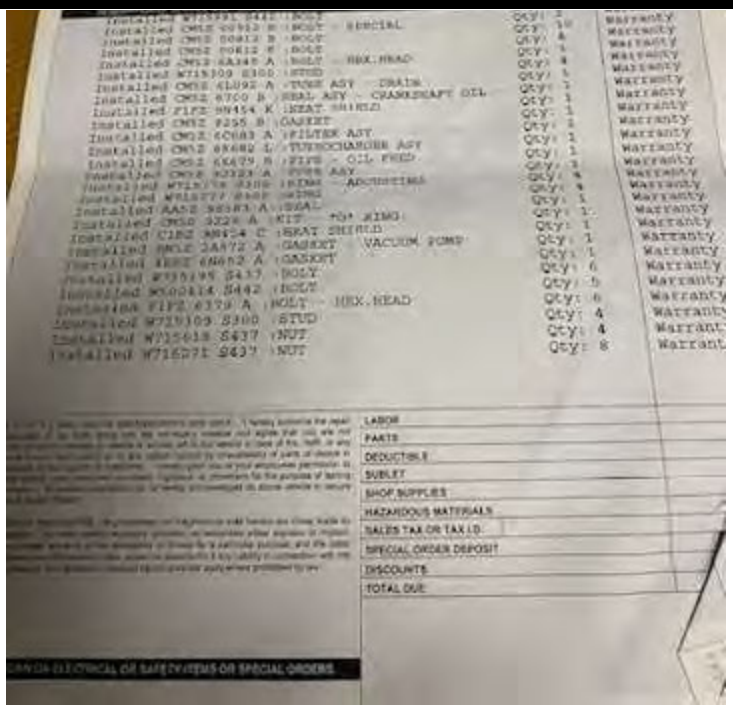
CHECKED THE ENGINE OIL LEVEL AND CONDITION TO FIND THE ENGINE OIL LEVEL IS CORRECT. REMOVED THE ENGINE ASSEMBLY, REMOVED THE OIL PAN & PERFORMED AN INSPECTION FOR FOREIGN MATERIAL AND/OR DAMAGE FINDING ENGINE SIZED. REMOVED THE VALVE COVER, OIL PAN AND OIL FILTER FOR FURTHER DIAGNOSTIC INSPECTION. FOUND THE ENGINE LONG BLOCK HAS AN OIL PUMP FAILURE RESULTING IN ADDITIONAL FAILURES OF THE OIL PUMP TENSSIONER BROKE AND IS SEIZED

...TLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair ... to the above along with the necessary material and agree that you are not ... liable for damage to vehicle or articles left in the vehicle in case of fire, theft, or any ... and also consent ... for any delays caused by unavailability of parts or delays in ... by the supplier or transporter. I hereby grant you or your employees permission to ... the repairs described on streets, highways, or elsewhere for the purpose of testing ... An express mechanic's lien is hereby acknowledged on above vehicle to secure ... thereon."

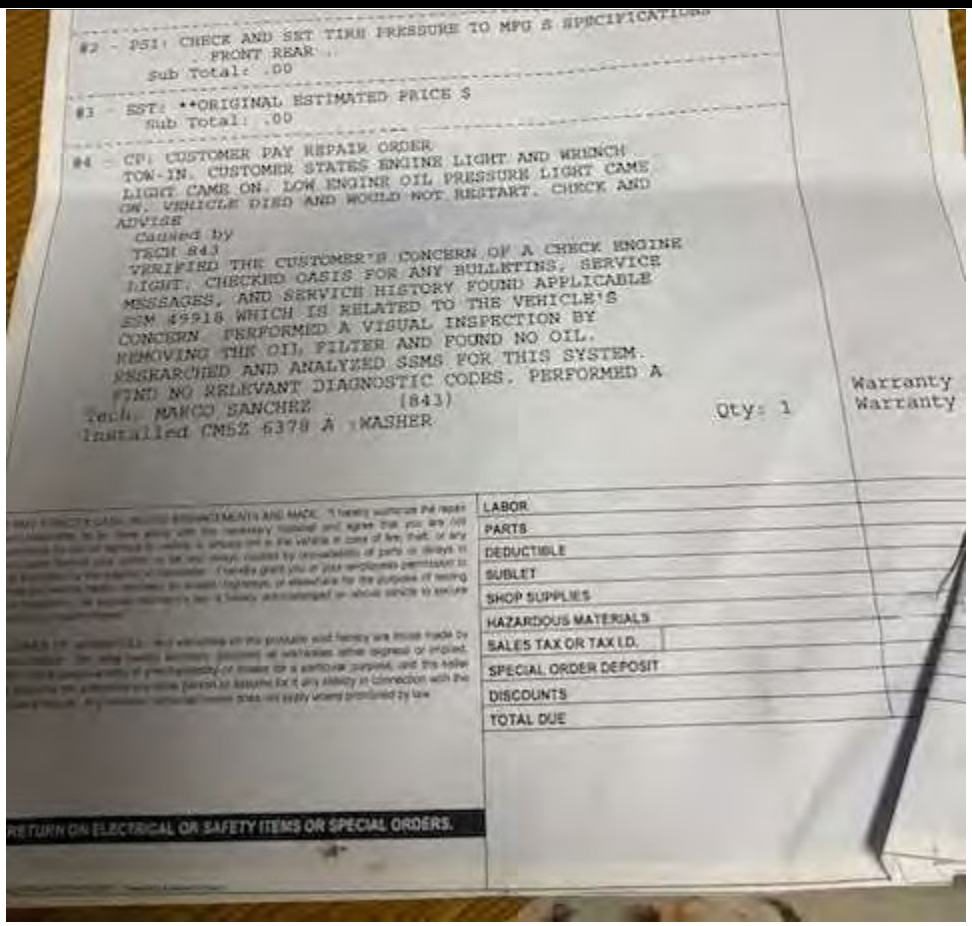
WARRANTIES. Any warranties on the products sold hereby are those made by ... The seller hereby expressly disclaims all warranties either express or implied, ... warranty of merchantability or fitness for a particular purpose, and the seller ... authorizes any other person to assume for it any liability in connection with the ... 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 | |

[redacted]


LABOR
PARTS
DEDUCTIBLE
SUBLET
SHOP SUPPLIES
HAZARDOUS MATERIALS
SALES TAX OR TAX I.D.
SPECIAL ORDER DEPOSIT
DISCOUNTS
TOTAL DUE

[redacted]



#2 - PSI: CHECK AND SET TIRE PRESSURE TO MFG & SPECIFICATIONS
FRONT REAR
Sub Total: .00

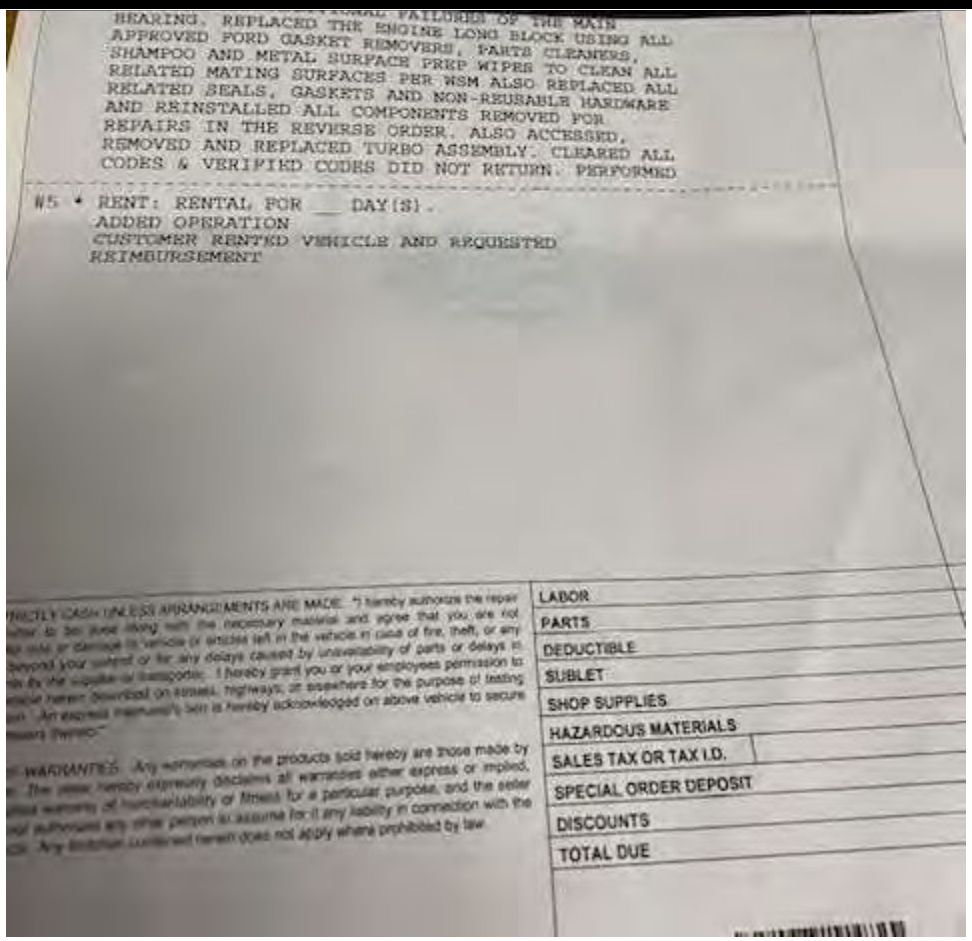
#3 - SST: **ORIGINAL ESTIMATED PRICE $
Sub Total: .00

#4 - CP: CUSTOMER PAY REPAIR ORDER
TOW-IN. CUSTOMER STATES ENGINE LIGHT AND WRENCH LIGHT CAME ON. LOW ENGINE OIL PRESSURE LIGHT CAME ON. VEHICLE DIED AND WOULD NOT RESTART. CHECK AND ADVISE
Caused by
TECH 843
VERIFIED THE CUSTOMER'S CONCERN OF A CHECK ENGINE LIGHT. CHECKED OASIS FOR ANY BULLETINS, SERVICE MESSAGES, AND SERVICE HISTORY FOUND APPLICABLE SSM #9918 WHICH IS RELATED TO THE VEHICLE'S CONCERN. PERFORMED A VISUAL INSPECTION BY REMOVING THE OIL FILTER AND FOUND NO OIL. RESEARCHED AND ANALYZED SSMS FOR THIS SYSTEM. FIND NO RELEVANT DIAGNOSTIC CODES. PERFORMED A
Tech: MARCO SANCHEZ (843) Qty: 1 Warranty
Installed CM5Z 6378 A WASHER Warranty

LABOR
PARTS
DEDUCTIBLE
SUBLET
SHOP SUPPLIES
HAZARDOUS MATERIALS
SALES TAX OR TAX I.D.
SPECIAL ORDER DEPOSIT
DISCOUNTS
TOTAL DUE

RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

[redacted]



BEARING. REPLACED THE ENGINE LONG BLOCK USING ALL APPROVED FORD GASKET REMOVERS, PARTS CLEANERS, SHAMPOO AND METAL SURFACE PREP WIPES TO CLEAN ALL RELATED MATING SURFACES PER WSM ALSO REPLACED ALL RELATED SEALS, GASKETS AND NON-REUSABLE HARDWARE AND REINSTALLED ALL COMPONENTS REMOVED FOR REPAIRS IN THE REVERSE ORDER. ALSO ACCESSED, REMOVED AND REPLACED TURBO ASSEMBLY. CLEARED ALL CODES & VERIFIED CODES DID NOT RETURN. PERFORMED

#5 * RENT: RENTAL FOR __ DAY(S).
ADDED OPERATION
CUSTOMER RENTED VEHICLE AND REQUESTED REIMBURSEMENT

...TRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair ...ther to be done along with the necessary material and agree that you are not ...ble into or damage to vehicle or articles left in the vehicle in case of fire, theft, or any ...beyond your control or for any delays caused by unavailability of parts or delays in ...ns by the supplier or transporter. I hereby grant you or your employees permission to ...ehicle herein described on streets, highways, or elsewhere for the purpose of testing ...on. An express mechanic's lien is hereby acknowledged on above vehicle to secure ...ssers thereto."

...WARRANTIES. Any warranties on the products sold hereby are those made by ... The seller hereby expressly disclaims all warranties either express or implied, ...ss warranty of merchantability or fitness for a particular purpose, and the seller ...not authorizes any other person to assume for it any liability in connection with the ...ce. 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 | |



LEMBERG LAW

**Sergei Lemberg, Esq.**
**Managing Partner**
◑ +1.203.653.2250 x5500
☎ +1.203.653.3424
✉ slemberg@lemberglaw.com

January 25, 2021

VIA E-MAIL
To: OGCCLAIM@ford.com
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| Make and Model: | 2018 For[redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |

[redacted]

[redacted] above vehicle purchased. Please consider this your notice for an opportunity to correct the defects specified below. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Florida consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service at least seventy-seven (77) calendar days and subject to repair due to the engine locking up, but same defect remains unrepaired.

The defects in the vehicle constitute a breach of the Florida Law and breach of warranty, in that they substantially impair its use, value, and safety to the client. Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the vehicle until the purchase price is returned, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be deemed wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507. If the seller or any creditor subject to the FTC Holder Rule has filed a financing statement covering the above vehicle, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within 10 days to terminate such security interest. Failure to do so subjects you to liability under U.C.C. § 9-404(1).

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

*/s/ Sergei Lemberg*

Sergei Lemberg, Esq.

[redacted]

| 2018 | FORD | ECOSPORT | SE FWD | DIAMOND WH | |
|---|---|---|---|---|---|

[redacted]

| | AMOUNT |
|---|---|
| #1 - Q99PX: INSPECT VEHICLE FOR PROPER OPERATION | |
| Tech: EDUARDO MARTIN DEL C(022) | Internal |
| #2 - NFAP: NEW VEHICLE FIRST AFTER PURCHASE OIL CHANGE & TIREROTATION | |
| Tech: EDUARDO MARTIN DEL C(022) | Internal |
| Installed FL 910S :KIT - ELEMENT & GASKET - OIL F | Internal |
| Installed XO 5W20 QSP :MOTORCRAFT SAE 5W-20 API GF | Internal |
| Please Note: WEB APPOINTMENT CREATED 2018-11-18 10:22:02AM TAKEN BY | |

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 | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

(C) 2010 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group (800) 945-1029

[redacted]

| | | |
|---|---|---|
| MR 11FOZ01: ENGINE CONCERN | | |
| C/S LOW ENGINE OIL PRESSURE WARNING CAME ON AND | | |
| ENIGNE SHUT OFF. PLS C/A | | |
| Caused by | | |
| Oil pump drive belt tensioner failed. 6C348 CP: 6C | | |
| 348 | | |
| Tech: WHITE, WALTER(162) | | Warranty |
| Corrected by MTINSPECT: (E69) (42) | | |
| Tech: WHITE, WALTER(162) | | Warranty |
| Corrected by 6007E: Engine Exchange Diagnosis. | | |
| Tech: Nick Gray(159) | | Warranty |
| Corrected by 6007A: Engine Assembly Remove and Install. | | |
| Tech: Nick Gray(159) | | Warranty |
| Corrected by MTTRANSFER: | | |
| Tech: Nick Gray(159) | | Warranty |
| Installed G1FZ 6006 A :SERVICE ENGINE ASY | Qty: 1 | Warranty |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 1 | Warranty |
| Installed CM5Z 9J323 A :TUBE ASY | Qty: 1 | Warranty |
| Installed CM5Z 9439 A :GASKET - INTAKE MANIFOLD | Qty: 3 | Warranty |
| Installed 4R8Z 6N652 A :GASKET | Qty: 1 | Warranty |
| Installed CM5Z 6K679 B :PIPE - OIL FEED | Qty: 1 | Warranty |
| Installed CM5Z 6L092 A :TUBE ASY - DRAIN | Qty: 1 | Warranty |
| Installed CM5Z 6K682 L :TURBOCHARGER ASY | Qty: 1 | Warranty |
| Installed W715309 S300 :STUD | Qty: 8 | Warranty |
| Installed F1FZ 9N454 G :HEAT SHIELD | Qty: 1 | Warranty |
| Installed CM5Z 9450 A :GASKET | Qty: 1 | Warranty |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | Qty: 1 | Warranty |

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

© 2016 DEALERTRACK SYSTEMS, Inc. Dealership Application Group

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | SE FWD | | |

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Installed W716271 S437 :NUT | Qty: 10 | Warranty |
| Installed W715141 S442 :BOLT | Qty: 1 | Warranty |
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. | Qty: 14 | Warranty |
| Installed W715618 S437 :NUT | Qty: 4 | Warranty |
| Installed H1BZ 00933 A :PLUG | Qty: 1 | Warranty |
| Installed CM5Z 8255 A :GASKET | Qty: 1 | Warranty |
| Installed CM5Z 8255 B :GASKET | Qty: 1 | Warranty |
| Installed CM5Z 2A451 B :PUMP ASY - VACUUM | Qty: 1 | Warranty |
| Installed SP 538 A :SPARK PLUG | Qty: 3 | Warranty |
| Installed FL 910S B12 :KIT - ELEMENT & GASKET - OI | Qty: 1 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty |
| Installed XO 5W20 Q1SP :MOTORCRAFT SAE 5W-20 API G | Qty: 5 | Warranty |
| Installed TA 26 :ADHESIVE | Qty: 1 | Warranty |
| Installed F1FZ 6379 A :BOLT - HEX.HEAD | Qty: 6 | Warranty |
| Verify concern. Engine will not crank over. Perform visual inspection, check fluid levels and condition, all pass at this time. Remove valve cover and inspect. Found both front camshaft caps and camshafts damaged due to lack of lubrication. With these cam caps removed, the engine will turn over. Remove engine oil pan and inspect. Found oil pump drive belt tensioner had failed, dropping pieces into balance shaft drive gear. The results were oil pump unable to turn causing drive belt to fail. Engine continued to run at hiway speeds. Turbo failed due to lack of oil and crankshaft bearings failed.Perform costcap, results replace. Perform prior approval, granted number, THGE637008. 2.6 house mtime to perform | | |

RMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair 'k hereinafter to be done along with the necessary material and agree that you are not ponsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any er cause beyond your control or for any delays caused by unavailability of parts or delays in s shipments by the supplier or transporter. I hereby grant you or your employees permission to rate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing 'or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure amount of repairs thereto."

CLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by nanufacturer. The seller hereby expressly disclaims all warranties either express or implied, ding any implied warranty of merchantability or fitness for a particular purpose, and the seller er assumes nor authorizes any other person to assume for it any liability in connection with the of said products. Any limitation contained herein does not apply where prohibited by law.

O RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | SE FWD | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| engine condition test. Replace engine, 2 hours mtime to transfer parts not included. Install new turbo. Perform neutral profile correction, reset KAM. Road test and top off fluids. Transmission failed during road test. | |
| #2 - MR 99P: MULTI POINT INSPECTION | |
| #3 * MR 30FOZ01: AUTO TRANS CONCERN cust states trans failed during test drive. pls c/a | |
| ********** THANK YOU FOR YOUR BUSINESS!! ********** | |

RMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair hereinafter to be done along with the necessary material and agree that you are not onsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any r cause beyond your control or for any delays caused by unavailability of parts or delays in shipments by the supplier or transporter. I hereby grant you or your employees permission to ate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure mount of repairs thereto."

LAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by anufacturer. The seller hereby expressly disclaims all warranties either express or implied, ling any implied warranty of merchantability or fitness for a particular purpose, and the seller r assumes nor authorizes any other person to assume for it any liability in connection with the f said products. Any limitation contained herein does not apply where prohibited by law.

O RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

DEALERTRACK SYSTEMS, Inc. - Dealership Application Group

| | |
|---|---|
| LABOR | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

[redacted]

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | SE FWD | | |

[redacted]

| | AMOUNT |
|---|---|
| #1 - 30FOZ01: AUTO TRANS CONCERN | |
| transmission failed during test drive by | |
| dealership technician. pls c/a | |
| Corrected by Automatic Transmission Diagnosis. | |
| Tech: TOMLINSON, WILLIAM (848) | Warranty |
| Corrected by PID Recorder/Monitor Test with Road Test. | |
| Tech: TOMLINSON, WILLIAM (848) | Warranty |
| Corrected by Transmission Assembly Remove and Install or Replace. | |
| Tech: TOMLINSON, WILLIAM (848) | Warranty |
| Corrected by Extra time to mount transmission on a bench fixtur | |
| Tech: TOMLINSON, WILLIAM (848) | Warranty |
| Corrected by Transmission Oil Cooler and/or Cooler Lines Flush. | |
| Tech: TOMLINSON, WILLIAM (848) | Warranty |
| Corrected by | |
| Tech: TOMLINSON, WILLIAM (848) | Warranty |
| Corrected by Extra Time For A Post-Repair Road Test. | |
| Tech: TOMLINSON, WILLIAM (848) | Warranty |
| Installed W715618 S437 :NUT Qty: 4 | Warranty |
| Installed CM5Z 9450 A :GASKET Qty: 1 | Warranty |
| Installed W716271 S437 :NUT Qty: 4 | Warranty |
| Installed W715309 S300 :STUD Qty: 4 | Warranty |
| Installed BE8Z 5A262 A :INSULATOR - RUBBER Qty: 1 | Warranty |

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

© 2016 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | SE FWD | | |

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | Qty: 1 | Warranty |
| Installed W701069 S442 :BOLT | Qty: 2 | Warranty |
| Installed W719500 S450 :STUD | Qty: 2 | Warranty |
| Installed GN1Z 7000 N :AUTOMATIC TRANSMISSION ASGN | Qty: 1 | Warranty |
| Installed XT 10 QLVC :OIL - AUTOMATIC TRANSMISSION | Qty: 10 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty |
| verify concern, trans slipping. perform trans diag, no dtcs. perform roadtest monitor and record pids, electrical pass trans lost all engagements during test drive. internal failure. r&r trans, mount on bench and teardown. found splines stripped on converter and input shaft. replace entire unit due to lack of parts for re build. flush cooler and lines. program new solenoid strategy and id. retest after repair. concern no longer present. | | |
| #2 * 70FOZ05: TOWING<br>towing charges<br>Work performed by 165 : 468841 | | Internal |
| #3 * ENGDIAG: ENGINE CONCERN (NOISES, LEAKS, OTHER)<br>technician discovered oil leak during repairs. pls c/a<br>Caused by<br>6C535<br>Installed CM5Z 6C535 A :SEAL - VALVE | | Internal |

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

© 2016 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group

[redacted]

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | SE FWD | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| Verify concern. Install missing seals on VCT control solenoids. Clean area. Road test, top off fluids. Verify repair<br>**********<br>* THANK YOU FOR YOUR BUSINESS!! *<br>********** | |

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 | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2018 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group



D184932
DRP112599

# ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@FILELEMONLAW.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GEORGIA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-570-5413

RECEIVED
OCT 0 2 2019
BY:.....

September 20, 2019

Ford Motor Company
World Headquarters
Office of the General Counsel
One American Road
Dearborn, MI 48126

[redacted]

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Electrical;**
3. **Check engine light;**
4. **Transmission;**
5. **Vehicle vibration;**
6. **Driveability;**
7. **Torque converter;**

8. **Excessive repair attempts;**

9. **Excessive days out of service.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.

Sincerely,

[redacted]SOCIATES, LLC

[redacted]

Alex Simanovsky & Associates, LLC
2300 Henderson Mill Rd.
Suite 300
Atlanta, GA 30345

ATLANTA METRO
GA 303
25 SEP '19
PM 13 L

FIRST-CLASS

PITNEY BOWES

US POSTAGE
02 1P $ 000.50⁰
0002103891 SEP 25 2019
MAILED FROM ZIP CODE 30345

Ford Motor Company
World Headquarters
Office of the General Counsel
One American Road
Dearborn, MI 48126

48126-279899

PE23-015 001395 LC SV



# LAW OFFICE OF MARK ROMANO

The Lemon Law Attorneys

8032 22nd Ave., #5021
Kenosha, WI 53143
Phone (414) 533-3355
Fax (877) 575-9666
teri@thelemonlawattorneys.com

August 5, 2020

Ford Motor Company – FCSD Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

[redacted]

Please be advised that this office represents the above named individuals regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of Ronald and [redacted] claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our clients have experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my clients' position that Ford Motor Company's inability to repair this vehicle is a violation of the Wisconsin Lemon Law and Magnuson-Moss Warranty Act. As such, our clients respectfully request that Ford Motor Company **comply with the above statutes and pay all attorney fees and costs.**

**Please be further advised that all communication regarding this matter must be directed to my office**. This offer and all its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

[redacted]

# Witt Auto Sales, Inc.

10 US South Highway 141 North
Crivitz, WI 54114-0700

[redacted]

COMPASS

| | | | | |
|---|---|---|---|---|
| (1) QUICK LANE EXPRESS BAY MULTI - POINT INSPECTION WITH PRE ALIGNMENT CHECK (Tech:24) | Q99PX | Q99PX Q99PX [24] | | .00 |
| | Total Repair (QuickLane) ..... | | | .00 |
| (2) GUEST REQUESTS THE 'WORKS" FUEL SAVER PACKAGE, OIL CHANGE, TIRE ROTATION, AND INSPECTION (UP TO 5QTS OF OIL $3.00 A QT OVER 5QTS) | WRKS | WRKS WRKS [24] | 8 | 19.95 |
| | BE8Z6731AB | (KIT - ELEMENT) | 1 | 5.00 |
| | Xo5w20bsp Syn Blend | | 5 | 15.00 |
| | Total Labor ..... | | | 19.95 |
| | Total Parts ..... | | | 5.00 |
| | Total Lubricants ..... | | | 15.00 |
| (Tech:24) | Total Repair (QuickLane) ..... | | | 39.95 |

| | | | |
|---|---|---|---|
| .00 | .00 | Labor | 19.95 |
| .00 | .00 | Parts | 5.00 |
| .00 | .00 | Sublet/Fees | .00 |
| .00 | .00 | Warr Deduct | .00 |
| .00 | .00 | Shop Supplies | 1.00 |
| .00 | .00 | Oil/Grease | 15.00 |
| .00 | .00 | Less Disc. | .00 |
| .00 | .00 | Total | 40.95 |
| .00 | .00 | Tax | 2.25 |
| .00 | .00 | Tax2 | .00 |
| .00 | .00 | Tire Tax | .00 |
| .00 | .00 | TOTAL (DUE) | 43.20 |



96117 Job 96117

PE23-015 001398 LC SV

# Witt Auto Sales, Inc.

10 US South Highway 141 North
Crivitz, WI 54114-0700

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| (1) QUICK LANE EXPRESS BAY MULTI - POINT INSPECTION WITH PRE ALIGNMENT CHECK | Q99PX | Q99PX Q99PX | [62] | | .00 |
| TECH REC 4 NEW TIRES | GTIRE | | [62] | | |
| | GBATT | | [62] | | |
| | NBK | | [62] | | |
| (Tech:62) | | | | | |
| (Tech:62) | | | | | |
| (Tech:62) | | | | | |
| (Tech:62) | Total Repair (QuickLane) ..... | | | | .00 |

| | | | | | |
|---|---|---|---|---|---|
| (2) GUEST REQUESTS THE 'WORKS" FUEL SAVER PACKAGE, OIL CHANGE, TIRE ROTATION, AND INSPECTION (UP TO 5QTS OF OIL $3.00 A QT OVER 5QTS) | WRKS | WRKS WRKS | [62] | 8 | 19.95 |
| | BE8Z6731AB | (KIT - ELEMENT) | | 1 | 5.00 |
| | Xo5w20bsp | Syn Blend | | 5 | 15.00 |
| TECH CHANGED OIL AND FILTER- ROTATED TIRES | Total Labor ..... | | | | 19.95 |
| | Total Parts ..... | | | | 5.00 |
| | Total Lubricants ..... | | | | 15.00 |
| (Tech:62) | Total Repair (QuickLane) ..... | | | | 39.95 |

| | | | | |
|---|---|---|---|---|
| .00 | .00 | Labor | | 19.95 |
| .00 | .00 | Parts | | 5.00 |
| .00 | .00 | Sublet/Fees | | .00 |
| .00 | .00 | Warr Deduct | | .00 |
| .00 | .00 | Shop Supplies | | 1.00 |
| .00 | .00 | Oil/Grease | | 15.00 |
| .00 | .00 | Less Disc. | | .00 |
| .00 | .00 | Total | | 40.95 |
| .00 | .00 | Tax | | 2.25 |
| .00 | .00 | Tax2 | | .00 |
| .00 | .00 | Tire Tax | | .00 |
| .00 | .00 | TOTAL (DUE) | | 43.20 |



98893 Job 98893

PE23-015 001399 LC SV

"Country Style"
**WITT AUTO SALES, INC.**
P.O. Box 700 • **CRIVITZ, WI 54114**
(715) 854-7404 • 1-800-261-9488
PARTS DEPT. 1-800-468-9488 FAX (715) 854-2795

**WITT FAMILY FORD**
W1367 Highway 160 • **PULASKI, WI 54162**
(920) 822-1133 • 1-800-497-9488

[redacted]

| | | |
|---|---|---|
| W500414S442 | (BOLT) | 12 |
| W500113S437 | (BOLT - HEX.HEA) | 4 |
| W718197S437 | (BOLT) | 4 |
| W711915S437 | (BOLT - HEX.HEA) | 4 |
| W702251S437 | (BOLT - HEX.HEA) | 4 |
| W500116S437 | (BOLT - HEX.HEA) | 4 |
| W715195S437 | (BOLT) | 8 |
| W500414S442 | (BOLT) | 12 |

(Tech:81) A ..... (Warranty ) .....

WATDA Services, Inc. • 1-800-236-7672 ©2010 WI Auto & Truck 48925 715

| | W/C | INT. | | CUSTOMER |
|---|---|---|---|---|
| | | | Labor | .00 |
| | | | Parts | .00 |
| | | | Sublet/Fees | .00 |
| | | | Shop Supplie | .00 |
| | | | Oil/Grease | .00 |
| | | | Sub Total | .00 |
| | | | Tax | .00 |
| | | | Total | .00 |

**DISCLAIMER OF WARRANTIES**

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of products. Any limitation contained herein does not apply where prohibited by law.

"Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911."

**THANK YOU**

Page 2 of 2 Reprint (2) Job 99347

99347 Customer Copy

If charges are not paid upon delivery of the vehicle, payment is due within 30 days of billing date. A 1% per month (12% per annum) late payment charge will be assessed on any unpaid balance remaining after 30 days.

PE23-015 001400 LC SV

# Witt Auto Sales, Inc.

10 US South Highway 141 North
Crivitz, WI 54114-0700

[redacted]

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| (1) TECHNICIAN TO PERFORM VEHICLE MULTI - POINT INSPECTION WITH PRE-ALIGNMENT CHECK<br>PERFORMED VEHICLE INSPECTION<br>(Tech:64)<br>(Tech:64)<br>(Tech:64) | 99P<br>GBATT<br>GTIRE | | 99P | 99P | [64]<br>[64]<br>[64] | | .00 |
| | Total Repair (Customer ) | | | | | | .00 |
| (2) CUSTOMER STATES AIR BAG LIGHT ON PERFORMED SELF TEST, RETRIEVED CODES B1408, C 310B AND C9019, REWQIRED CONNETORS FOR AIR BA GS, FOUND SIDE CURTAIN AIR BAGS NEED TO BE RE PLACED, REPLACED SIDE CURTAIN AIR BAGS<br>(Tech:64)<br>(Tech:64) | Labor<br>Labor<br>BU2Z14S411BHA<br>CU2Z14S411YA<br>GN1Z58042D94A<br>GN1Z58042D95A<br>Total Labor<br>Total Parts<br>Total Repair (Internal ) | 12<br><br>(WIRE ASY)<br>(WIRE ASY)<br>(CURTAIN ASY)<br>(CURTAIN ASY) | | | [64]<br>[64]<br><br><br><br><br> | 50<br>26<br>1<br>1<br>1<br>1<br> | 500.00<br>260.00<br>83.69<br>49.57<br>442.20<br>442.20<br>760.00<br>1017.66<br>1777.66 |
| (3) CUSTOMER STATES CENTER CONSOLE COMING APART 58045A36 42. VERIFIED THE CENTER CONSOLE IS O MING APART, REPLACE THE CENTER CONSOLE PANEL.<br>(Tech:64) | MT58045A36<br>(F)GN1Z58045A36CA<br>Total Labor<br>Total Parts<br>Total Repair (Warranty ) | 42<br>(PANEL ASY ) | B54 | | [64] | 8<br>1 | 81.05<br>113.71<br>81.05<br>113.71<br>194.76 |
| (4) (ADD) GUEST REQUESTS "CHECK ENGINE LIGHT"/ DRIVABILITY DIAGNOSIS WITH PIN POINT TEST<br>PERFORMED SELF TEST, RETRIEVED CODE P051B, RE PROGRAMMED PCM PER TSB 19-2164<br>04 RECALEM<br>(Tech:64) | 192164A<br>Total Labor<br>Total Repair (Warranty ) | 04 | E29 | | [64] | 4 | 40.52<br>40.52<br>40.52 |
| (5) CHECK ENGINE LIGHT PERFORMED SELF TEST RETRIEVED CODES P261A - I NDICATING ELECTRIC COOLANT PUMP ISSURE, CHECK ED OASIS, AND FOUND SSM 47359 - REPLACED PIGA TIL. CLEAR CODE AND RECHECK, OK NOW. 42 14S41 1<br>(Tech:64)<br>(Tech:64) | 12650D<br>MT47359<br>(F)CU2Z14S411AA<br>Total Labor<br>Total Parts<br>Total Repair (Warranty ) | 42<br>(WIRE ASY) | E29 | | [64]<br>[64] | 2<br>8<br>1 | 20.26<br>81.05<br>55.71<br>101.31<br>55.71<br>157.02 |



PE23-015 001401 LC SV

# Witt Auto Sales, Inc.

10 US South Highway 141 North
Crivitz, WI 54114-0700

[redacted]

| | | | | |
|---|---|---|---|---|
| (2) QUICK LANE EXPRESS LAI MULTI - POINT INSPECTION WITH PRE ALIGNMENT CHECK | Q99PX | Q99PX Q99PX | [24] | .00 |
| | GTIRE | | [24] | |
| | GBATT | | [24] | |
| | NBK | | [24] | |
| (Tech:24) | | | | |
| (Tech:24) | | | | |
| (Tech:24) | | | | |
| (Tech:24) | | | | |
| | Total Repair (QuickLane) ..... | | | .00 |

| | | | | | |
|---|---|---|---|---|---|
| (2) GUEST REQUESTS A MOTORCRAFT LUBE OIL AND FILTER CHANGE UP TO 5QTS OF OIL ($3.00 PER QT OVER 5QTS OF OIL) TECH CHANGED OIL AND FILTER | LOF2 | LOF2 LOF2 | [24] | 4 | 12.95 |
| | BE8Z6731AB | (KIT - ELEMENT) | | 1 | 5.00 |
| | Xo5w20bsp | Syn Blend | | 5 | 15.00 |
| | Total Labor ..... | | | | 12.95 |
| | Total Parts ..... | | | | 5.00 |
| | Total Lubricants ..... | | | | 15.00 |
| | Less Special Discount ..... | | | | -13.00 |
| (Tech:24) | Total Repair (QuickLane) ..... | | | | 19.95 |

| | | | | |
|---|---|---|---|---|
| | .00 | .00 | Labor | 12.95 |
| | .00 | .00 | Parts | 5.00 |
| | .00 | .00 | Sublet/Fees | .00 |
| | .00 | .00 | Warr Deduct | .00 |
| | .00 | .00 | Shop Supplies | 1.00 |
| | .00 | .00 | Oil/Grease | 15.00 |
| | .00 | .00 | Less Disc. | -13.00 |
| | .00 | .00 | Total | 20.95 |
| | .00 | .00 | Tax | 1.15 |
| | .00 | .00 | Tax2 | .00 |
| | .00 | .00 | Tire Tax | .00 |
| | .00 | .00 | TOTAL (DUE) | 22.10 |



97286 Job 97286

PE23-015 001402 LC SV

# Witt Auto Sales, Inc.

10 US South Highway 141 North
Crivitz, WI 54114-0700

[redacted]

| | | | | | | |
|---|---|---|---|---|---|---|
| (1) TECHNICIAN TO PERFORM VEHICLE MULTI - POINT INSPECTION WITH PRE-ALIGNMENT CHECK | 99P | | 99P | 99P | [64] | .00 |
| (Tech:64) | Total Repair (Customer ) | | | | | .00 |
| (2) GUEST REQUESTS "CHECK ENGINE LIGHT"/ DRIVABILITY DIAGNOSIS WITH PIN POINT TEST | 12650D | 42 | E29 | [64] | 2 | 20.26 |
| | 12650D45 | | | [64] | 3 | 30.39 |
| | 12650DX1 | | | [64] | 1 | 10.13 |
| (ADDITIONAL DIAGNOSIS MAY BE REQUIRED) PERFORM SELF TEST, CODE P051B, UPDATED PCM LA ST TIME PERFORM PINPOINT TEST HG1 YES CODE P0 51B, HG3 PERFORM VISUAL INSPECTION FOR LEAKS AND PROPER PCV VALVE NO CONCERN HG4 VOLTAGE I S 4.087 VOLTS GO TO HG9 WIGGLE HARNESS AND TP ON CRANKCASE PRESSURE SENSOR - GO TO OPEN AT TIMES, TEST TERMINAL TENSION OKAY. REPLACE C RANKCASE PRESSURE SENSOR AND TUBE ASSEMBLY, E TEST AND CLEAR CODES OKAY. 42 6758 (Tech:64) (Tech:64) (Tech:64) (Tech:64) | MT6758 | | | [64] | 6 | 60.79 |
| | (F)F1FZ6758C | (TUBE ASY) | | | 1 | 27.54 |
| | Total Labor | | | | | 121.57 |
| | Total Parts | | | | | 27.54 |
| | Total Repair (Warranty ) | | | | | 149.11 |
| (3) BRAKE SYSTEM: CUSTOMER STATES THE REAR BRAKES ARE SQUEALING INSPECTED AND FOUND LEFT REAR HOLD DOWN SPRIN G MISSING, INSTALL LEFT REAR CALIPER HOLD DOW N SPRING AND LUBE ALL CONTROLS BETWEEN REAR P ADS AND CLIPERS AND BRACKETS. 2A225 42 (Tech:64) | MT2A225 | 42 | N17 | [64] | 8 | 81.05 |
| | (F)CV6Z2A225A | (KIT - FIXING ) | | | 1 | 41.85 |
| | Total Labor | | | | | 81.05 |
| | Total Parts | | | | | 41.85 |
| | Total Repair (Warranty ) | | | | | 122.90 |

| | | | | |
|---|---|---|---|---|
| 202.62 | .00 | Labor | | .00 |
| 69.39 | .00 | Parts | | .00 |
| .00 | .00 | Sublet/Fees | | .00 |
| .00 | .00 | Warr Deduct | | .00 |
| .00 | .00 | Shop Supplies | | .00 |
| .00 | .00 | Oil/Grease | | .00 |
| .00 | .00 | Less Disc. | | .00 |
| 272.01 | .00 | Total | | .00 |
| .00 | .00 | Tax | | .00 |
| .00 | .00 | Tax2 | | .00 |
| .00 | .00 | Tire Tax | | .00 |
| 272.01 | .00 | TOTAL (DUE) | | .00 |



94503 Job 94503

PE23-015 001403 LC SV

# Witt Auto Sales, Inc.

10 US South Highway 141 North
Crivitz, WI 54114-9700

[redacted]

| | | | | | | |
|---|---|---|---|---|---|---|
| POINT INSPECTION WITH PRE-ALIGNMENT CHECK | 99P | | 99P | 99P | [64] | |
| VEHICLE JUST PERFORMED (Tech:64) | Total Repair (Customer ) | | | | | .00 |
| (2) CUSTOMER STATES WHEN STARTING CAR FROM APP ON PHONE THE WRENCH LIGHT COMES ON AND MESSAGE COMES ON PHONE THAT STATES POWERTRAIN MALFUNCTION/REDUCED POWER, SHUT OFF AND START IN CAR PERFORMED SELF TEST - CODE P166A - UPDATE BCM PER SSM 47803 - CLEAR CODES - HAVE CUSTOMER START VEHICLE WITH PHONE, WORKS GOOD 14G490 42 (Tech:64) | 12651D | 42 | E29 | [64] | 2 | 20.26 |
| | MT14G490 | | | [64] | 3 | 10.13 |
| | Total Labor | | | | | 30.39 |
| (Tech:64) | Total Repair (Warranty ) | | | | | 30.39 |

| | | | | |
|---|---|---|---|---|
| 30.39 | .00 | Labor | | .00 |
| .00 | .00 | Parts | | .00 |
| .00 | .00 | Sublet/Fees | | .00 |
| .00 | .00 | Warr Deduct | | .00 |
| .00 | .00 | Shop Supplies | | .00 |
| .00 | .00 | Oil/Grease | | .00 |
| .00 | .00 | Less Disc. | | .00 |
| 30.39 | .00 | Total | | .00 |
| .00 | .00 | Tax | | .00 |
| .00 | .00 | Tax2 | | .00 |
| .00 | .00 | Tire Tax | | .00 |
| 30.39 | .00 | TOTAL (DUE) | | .00 |



92329 Job 92329

PE23-015.00140 LC SV

# Witt Auto Sales, Inc.

10 US South Highway 141 North
Crivitz, WI 54114-0700

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| (1) TECHNICIAN TO PERFORM VEHICLE MULTI-POINT INSPECTION WITH PRE-ALIGNMENT CHECK | 99P | 99P | 99P | [01] | .00 |
| (Tech:01) | Total Repair (Customer ) | | | | .00 |

(2) REPLACE HEADLINER

| | | | | |
|---|---|---|---|---|
| Labor | 11 | | [99] 48 | 288.00 |
| GN1Z5851968BA | (PANEL - ROOF ) | | 1 | 1216.81 |
| Total Labor | | | | 288.00 |
| Total Parts | | | | 1216.81 |
| (Tech:99) | Total Repair (Internal ) | | | 1504.81 |

| | | | | |
|---|---|---|---|---|
| .00 | 288.00 | Labor | | .00 |
| .00 | 1216.81 | Parts | | .00 |
| .00 | .00 | Sublet/Fees | | .00 |
| .00 | .00 | Warr Deduct | | .00 |
| .00 | .00 | Shop Supplies | | .00 |
| .00 | .00 | Oil/Grease | | .00 |
| .00 | .00 | Less Disc. | | .00 |
| .00 | 1504.81 | Total | | .00 |
| .00 | .00 | Tax | | .00 |
| .00 | .00 | Tax2 | | .00 |
| .00 | .00 | Tire Tax | | .00 |
| .00 | 1504.81 | TOTAL (DUE) | | .00 |



93848 Job 93848

PE23-015 001405 LC SV

"Country Style"
**WITT AUTO SALES, INC.**
P.O. Box 700 • **CRIVITZ, WI 54114**
(715) 854-7404 • 1-800-261-9488
PARTS DEPT. 1-800-468-9488 FAX (715) 854-2795

**WITT FAMILY FORD**
W1367 Highway 160 • **PULASKI, WI 54162**
(920) 822-1133 • 1-800-497-9488

[redacted]

****** Warranty Claim Repairs Remain Open ******

| | | | | | |
|---|---|---|---|---|---|
| (1) TECHNICIAN TO PERFORM VEHICLE MULTI - POINT INSPECTION WITH PRE-ALIGNMENT CHECK | 99P | 99P | 99P | T81 | .00 |
| | GBATT | | | T81 | |
| | YTIRE | | | T81 | |
| | NBRK | | | T81 | |
| (Tech:81) A | | | | | |
| (Tech:81) A | | | | | |
| (Tech:81) A | | | | | |
| (Tech:81) A | Total Repair (Customer ) | | | | .00 |

| | | | | | |
|---|---|---|---|---|---|
| (2) ENGINE:OIL PRESSURE WARNING LIGHT CAME ON ENGINE LOST ALL POWER. | 01 | 01 | 01 | T81 | |
| -TECH VERIFIED CONCERN, P0012, 90014, P051B, P0340,,P0344 STORED. NO CONCERNS ON OASIS, ENGINE OIL PRESSURE IS 0PSI, TECH REMOVED OIL PAN & FOUND OIL PUMP DRIVE BELT TENSIONER HAS EXCESSIVE CLEARANCE AND DRIVE BELT IS OFF. TECH INSPECTED ENGINE AND CALLED TECH LINE: 117295140. -TECH REPLACED OIL PUMP BALANCE SHAFT, GEARS, BELT, TENSIONER AND FASTENERS, AND REPLACED TURBO. -CONTINUED FROM R.O. 99347. | W716271S437 | (NUT) | | | 2 |
| | TA16 | (ADHESIVE) | | | 1 |
| | ZC31B | (CLEANER - META) | | | 1 |
| | ZC30A | (REMOVER - SILI) | | | 1 |
| | ZC20 | (SHAMPOO - ENGI) | | | 1 |
| | PM4A | (BRAKE CLEANER) | | | 1 |
| | TA357 | (SEALANT - SILI) | | | 1 |
| | VC3B | (ANTI-FREEZE) | | | 1 |
| | 4R8Z6N652A | (GASKET) | | | 1 |
| | CM5Z6K679B | (PIPE - OIL FEE) | | | 1 |
| | CM5Z6K682L | (TURBOCHARGER A) | | | 1 |
| | CM5Z6L092A | (TUBE ASY - DRA) | | | 1 |
| Warranty Claim Repair Type: - | CM5Z9450A | (GASKET) | | | 1 |
| Customer Concern Code: 01 | F1FZ9N454G | (HEAT SHIELD) | | | 1 |
| Condition Code: 01 | W505532S437 | (SCREW) | | | 4 |
| | W505533S437 | (SCREW) | | | 4 |
| | W520101S424 | (NUT) | | | 2 |
| | W715309S300 | (STUD) | | | 8 |
| | F1FZ6758C | (TUBE ASY) | | | 1 |
| (Tech:81) A | ..... | (Warranty ) | ..... | | |

| | W/C | INT. | CUSTOMER |
|---|---|---|---|
| | | | Labor .00 |
| | | | Parts .00 |
| | | | Sublet/Fees .00 |
| | | | Shop Supplie .00 |
| | | | Oil/Grease .00 |
| | | | Sub Total .00 |
| | | | Tax .00 |
| | | | Total .00 |

**DISCLAIMER OF WARRANTIES**
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of products. Any limitation contained herein does not apply where prohibited by law.

"Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911."

**THANK YOU**

Page 1 of 1 Reprint (2)

Job 99347

00312

Customer Copy

If charges are not paid upon delivery of the vehicle, payment is due within 30 days of billing date. A 1% per month (12% per annum) late payment charge will be assessed on any unpaid balance remaining after 30 days.

PE23-015 001406 LC SV

"Country Style"
**WITT AUTO SALES, INC.**
P.O. Box 700 • **CRIVITZ, WI 54114**
(715) 854-7404 • 1-800-261-9488
PARTS DEPT. 1-800-468-9488 FAX (715) 854-2795

**WITT FAMILY FORD**
W1367 Highway 160 • **PULASKI, WI 54162**
(920) 822-1133 • 1-800-497-9488

[redacted]

****** Warranty Claim Repairs Remain Open ******

| | | | | | |
|---|---|---|---|---|---|
| (1) TECHNICIAN TO PERFORM VEHICLE MULTI - POINT INSPECTION WITH PRE-ALIGNMENT CHECK | 99P<br>GBATT<br>YTIRE<br>NBRK | 99P | 99P | T81<br>T81<br>T81<br>T81 | .00 |
| (Tech:81) A<br>(Tech:81) A<br>(Tech:81) A<br>(Tech:81) A | Total Repair (Customer )..... | | | | .00 |

(2) ENGINE:GUEST STATES OIL WARNING LIGHT IS ON ENGINE FEELS LIKE IT HAS NO POWER AND IS NOISY.
-TECH VERIFIED CONCERN, P0012,P0014,P051B,P0340,P0344 STORED. NO CONCERNS ON OASIS, ENGINE OIL PRESSURE IS 0PSI. TECH REMOVED OIL PAN & FOUND OIL PUMP DRIVE BELT TENSIONER HAS EXCESSIVE CLEARANCE AND BELT IS OFF. TECH INSPECTED ENGINE & CALLED TECH LINE 117295140.
-TECH REPLACED OIL PUMP BALANCE SHAFT, GEARS, BELT, TENSIONER AND FASTENERS, AND REPLACED TURBO.
-2ND R.O. # 00312

Warranty Claim Repair Type: -
Customer Concern Code: 01
Condition Code: 01

| | | | | | |
|---|---|---|---|---|---|
| | 01 | 01 | 01 | T81 | 443 |
| 4R8Z6N652A | (GASKET) | | | | 1 |
| AA5Z9E583A | (SEAL) | | | | 1 |
| BJ5Z6214A | (BOLT - CONNECT) | | | | 6 |
| BM5Z2A572A | (GASKET - VACUU) | | | | 1 |
| CM5Z00812E | (BOLT) | | | | 10 |
| CM5Z00812F | (BOLT) | | | | 4 |
| CM5Z00812H | (BOLT - SPECIAL) | | | | 2 |
| CM5Z6345A | (BOLT - BEARING) | | | | 8 |
| CM5Z6378A | (WASHER) | | | | 1 |
| CM5Z6584B | (GASKET) | | | | 1 |
| CM5Z6700B | (SEAL ASY - CRA) | | | | 1 |
| CM5Z6A311A | (SHAFT - BALANC) | | | | 1 |
| CM5Z6A345A | (BOLT - HEX.HEA) | | | | 1 |
| CM5Z6W846A | (GEAR) | | | | 1 |
| CM5Z8255B | (GASKET) | | | | 1 |
| CM5Z9229A | (KIT - "O" RING) | | | | 1 |
| CM5Z9450A | (GASKET) | | | | 1 |
| CM5Z9J323A | (TUBE ASY) | | | | 1 |
| F1FZ6359B | (SPACER) | | | | 1 |
| F1FZ6A303A | (GEAR) | | | | 1 |
| F1FZ6B651A | (DRIVE BELT - O) | | | | 1 |
| F1FZ6C348C | (TENSIONER - DR) | | | | 1 |
| GN1Z5A215A | (CLAMP - EXHAUS) | | | | 1 |
| W715474S437 | (BOLT AND WASHE) | | | | 16 |
| W716271S437 | (NUT) | | | | 12 |
| W715309S300 | (STUD) | | | | 4 |
| W715992S442 | (BOLT) | | | | 4 |
| W715991S442 | (BOLT) | | | | 4 |

**DISCLAIMER OF WARRANTIES**
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of products. Any limitation contained herein does not apply where prohibited by law.

"Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911."

**THANK YOU**

| | W/C | INT. | | CUSTOMER |
|---|---|---|---|---|
| | | | | |

Page 1 of 2 Reprint (2)

Job 99347

99347

Customer Copy

WATDA Services, Inc. • 1-800-236-7672 ©2010 WI Auto & Truck 469125 7/15

If charges are not paid upon delivery of the vehicle, payment is due within 30 days of billing date. A 1% per month (12% per annum) late payment charge will be assessed on any unpaid balance remaining after 30 days.

"Country Style"
**WITT AUTO SALES, INC.**
P.O. Box 700 • **CRIVITZ, WI 54114**
(715) 854-7404 • 1-800-261-9488

**WITT FAMILY FORD**
W1367 Highway 160 • **PULASKI, WI 54162**
(920) 822-1133 • 1-800-497-9488

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| (1) TECHNICIAN TO PERFORM VEHICLE MULTI - POINT INSPECTION WITH PRE-ALIGNMENT CHECK<br>**VEHICLE JUST LEFT-NO INSPECTION**<br>(Tech:81) A<br>(Tech:81) A<br>(Tech:81) A<br>(Tech:81) A | 99P<br>NBATT<br>NTIRE<br>NBRK | 99P | 99P | T81<br>T81<br>T81<br>T81 | .00 |
| | Total Repair (Customer )..... | | | | .00 |
| (2) GUEST REQUESTS "CHECK ENGINE LIGHT"/ DRIVABILITY DIAGNOSIS WITH PIN POINT TEST<br>-TECH VERIFIED CONCERN, COD P04F0. TECH PIN POINT TESTED: HX1-PASS, HX2-NO, HX12-IDLES, HX13 NO STALL. EVAP PURGE VALVE IS NOT SWITCHING-STUCK.<br>-TECH REPLACED EVAP PURGE VALVE, RETESTED AND NO OTHER PROBLEMS FOUND.<br>-COMPASS AUTH# 1015953<br>(Tech:81) A | DCEL<br>(F)GN1Z9C047A (TUBE - FUEL F) | DCEL | DCEL | T81<br>16<br>1 | |
| | .....(Warranty )..... | | | | |

WATDA Services, Inc. • 1-800-236-7672 ©2010 WI Auto & Truck 469125 7/15

| | | W/C | INT. | | CUSTOMER |
|---|---|---|---|---|---|
| | | | | Labor | .00 |
| | | | | Parts | .00 |
| | | | | Sublet/Fees | .00 |
| | | | | Shop Supplie | .00 |
| | | | | Oil/Grease | .00 |
| | | | | Sub Total | .00 |
| | | | | Tax | .00 |
| | | | | Total | .00 |

**DISCLAIMER OF WARRANTIES**
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of products. Any limitation contained herein does not apply where prohibited by law.

"Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911."

**THANK YOU**

Page 1 of 1 Job 00622

00622 Customer Copy

If charges are not paid upon delivery of the vehicle, payment is due within 30 days of billing date. A 1% per month (12% per annum) late payment charge will be assessed on any unpaid balance remaining after 30 day

PE23-015 001408 LC SV



# LAW OFFICES OF STEVEN VEINGER, P.A.

The Lemon Law Attorneys

20801 Biscayne Blvd., Suite 304
Aventura, FL 33180
Phone (305) 676-4050
Fax (877) 575-9666
teri@thelemonlawattorneys.com

July 27, 2020

Ford Motor Company – FCSD Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of Ms. Pearson's claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our client has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of the Florida Lemon Law and Magnuson-Moss Warranty Act. As such, our client respectfully requests that Ford Motor Company comply with the above statutes and pay all attorney fees and costs.

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

Law Offices of Steven Veinger, P.A.

[redacted]

[redacted]

COMMAND (DV/N/B/O/DMT/DBD/DES/E):

END OF DISPLAY

and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

# Santa Fe Ford, Inc.

16330 NW US Highway 441
Alachua, FL 32615-5266

Cory.Pearson@gmail.com

[redacted]

| | | | | | | |
|---|---|---|---|---|---|---|
| (1) CUSTOMER STATES JUST HAD OIL CHANGED THIS MORNING LOW OIL PRESSURE LITE COMES ON VEHICL MAKES A KNOCKING NOISE AND SHUTS OFF ADVISE. VERIFIED CONCERN-OIL WAS FULL-ENGINE KNOCKS-D RIAN OIL-FOUND METAL IN OIL AND IN FILTER-FOU ND CAMSHAFT BROKEN AND TURBO HAS METAL IN OIL FEED LINES AND COMPRESSOR WHEEL IN BINDING- FUEL INJECTORS DAMAGED DUE TO ENGINE FAILURE REPLACE LONG BLOCK AND TRANSFER COMPONETS | Labor | 42 04 [30] 325 | | 406.25 | 2929.55 |
| | G1FZ6006A | (SERVICE ENGIN) | 1 | | | 2774.17 |
| | CM5Z9439A | (GASKET - INTA) | 3 | | | 70.80 |
| | W715775S300 | (RING) | 4 | | | 18.00 |
| | CM5Z6K682L | (TURBOCHARGER ) | 1 | | | 774.49 |
| | CM5Z6K679B | (PIPE - OIL FE) | 1 | | | 68.73 |
| | CM5Z6L092A | (TUBE ASY - DR) | 1 | | | 52.38 |
| | F1FZ9N454G | (HEAT SHIELD) | 1 | | | 27.58 |
| | CM5Z2A451B | (PUMP ASY - VA) | 1 | | | 147.13 |
| | 4R8Z6N652A | (GASKET) | 1 | | | 3.18 |
| | DM5Z9F593A | (INJECTOR ASY) | 3 | | | 252.99 |
| | 51031 | (LOCTITE SEALA) | 1 | | | 56.99 |
| | SP538A | (SPARK PLUG) | 3 | | | 50.25 |
| | AA5Z9E583A | (SEAL) | 1 | | | 1.77 |
| | CM5Z9450A | (GASKET) | 1 | | | 16.48 |
| | W715309S300 | (STUD) | 4 | | | 16.76 |
| | W716271S437 | (NUT) | 4 | | | 10.00 |
| | VC3DILB | (ANTI-FREEZE) | 2 | | | 26.64 |
| | YN33A | (REFRIGERANT -) | 27 | | | 268.38 |
| | FL910S | (KIT - ELEMENT) | 1 | | | 6.00 |
| | 5w20motorcraftsn Oil | | 5 | 12.50 | | 15.25 |
| | Total Labor ..... | | | 406.25 | | 2929.55 |
| | Total Parts ..... | | | | | 4642.72 |
| | Total Lubricants ..... | | | 12.50 | | 15.25 |
| | Total Repair (Warranty ) ..... | | | | | 7587.52 |

(Tech:30)

| | --C/P-- | --W/C-- | --INT-- | -Total- | Gross |
|---|---|---|---|---|---|
| Labor Time | 0 | 325 | 0 | 325 | |
| Total Labor | .00 | 2929.55 | .00 | 2929.55 | 86.1% |
| Total Parts | .00 | 4642.72 | .00 | 4642.72 | (N/A) |
| Total G/O/G | .00 | 15.25 | .00 | 15.25 | 18.0% |
| Tot Sub/Fees | .00 | .00 | .00 | .00 | .0% |
| Total R/O | .00 | 7587.52 | .00 | 7587.52 | (N/A) |

| W/C | INT | | CUSTOMER |
|---|---|---|---|
| 2929.55 | .00 | Labor | .00 |
| 4642.72 | .00 | Parts | .00 |
| .00 | .00 | Sublet/Fees | .00 |
| .00 | .00 | Warr Deduct | .00 |
| .00 | .00 | Shop Supplies | .00 |
| 15.25 | .00 | Oil/Grease | .00 |
| .00 | .00 | Less Disc. | .00 |
| 7587.52 | .00 | Total | .00 |
| .00 | .00 | Tax | .00 |
| .00 | .00 | Tax2 | .00 |
| .00 | .00 | Tire Tax | .00 |
| 7587.52 | .00 | TOTAL (DUE) | .00 |



Printed 2 time(s)

59497 Job 2964

VIEW R/O

[redacted]

```
JOB#  1 CHARGES-----------------------------------------------------------------------------------

LABOR-------------------------------------------------------------------------------
J# 1 10F0ZZ1          DRIVEABILITY CONCERN                TECH(S):113578                WARRANTY
            CUSTOMER STATES THAT TEMPERATURE GAUGE JUMPS AROUND IT WILL
            GO TO ALMOST OVERHEAT AND THEN BACK DOWN. CHECK AND ADVISE
            VERIFIED CONCERN. RAN SELF TEST NO DTCS PRESENT. COOLING FAN
            IS NOT TURNING ON. FOLLOWED SYMPTOM CHART TO PPT KF. KF1-NO
            KF2-NO KF3-YES KF4-NO KF5-YES KF9-NO KF10-YES KF11-YES
            KF12-NO KF23-ND KF24-NO KF31-YES KF32-NO KF33-YES KF34-YES
            KF35-NO REPLACE COOLING FAN AND RETEST
            REPLACED COOLING FAN. TEST DROVE VEHICLE. VEHICLE IS NO
            LONGER OVER HEATING. RETESTED OKAY.

PARTS------QTY---FP-NUMBER---------------DESCRIPTION-------------------UNIT PRICE-
             1     H1BZ-8C607-B         MOTOR A                                      WARRANTY
                   H1BZ8C6D7K NEW PN
                                                                TOTAL - PARTS          0.00

JOB#  1 TOTALS-----------------------------------------------------------

                                    JOB#  1 JOURNAL PREFIX  FTCS  JOB#  1 TOTAL          0.00
JOB#  2 CHARGES-----------------------------------------------------------------------------------

LABOR-------------------------------------------------------------------------------
J# 2 00F0Z99P         INSPECTION CARD                     TECH(S):113578                  0.00
            Perform a thorough inspection of your vehicle and provide a
            detailed Vehicle Report Card.
            -Check Fluid Levels - Inspect Wiper Blades - Test Battery
            -Inspect Tires and Brake Wear -Inspect safety system
            components for leaks and damage
            AS PER CUSTOMER REQUEST....
            Perform Multi-Point Inspection All

JOB#  2 TOTALS-----------------------------------------------------------

                                    JOB#  2 JOURNAL PREFIX  FTCS  JOB#  2 TOTAL          0.00
JOB#  3 CHARGES-----------------------------------------------------------------------------------

LABOR-------------------------------------------------------------------------------
J# 3+70F0Z03          RENTAL                              TECH(S):                      WARRANTY
            CUSTOMER REQUEST RENTAL TRANSPORTATION.
            AS NEEDED....
            RENTAL TRANSPORTATION PROVIDED
            approval code: p99 in the amount of 1200 MSPA444763

SUBLET-----PO#--------VEND INV#-INV.DATE-DESCRIPTION-----------------------------
           143454     69bz1t    D8/16/19 rental                                      WARRANTY
                                                                TOTAL - SUBLET         0.00

MISC------CODE--------DESCRIPTION-----------------------------CONTROL NO---------
              COUPS  DISCOUNT                                                        WARRANTY
                                                                TOTAL - MISC           0.00
```

## SERVICE & PARTS DEPT. HOURS

MON. - FRI.
7:30 AM - 6:00 PM

SAT.
8:00 AM - 5:00 PM

### Exclusion of Warranties / Limited Warranties

The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period.

**ALL PARTS ARE NEW OR REMANUFACTURED UNLESS OTHERWISE INDICATED**

*U/Used R/Rebuilt RC/Reconditioned
NC/No Chg/ Warranty RD/Reduced/Warranty

**SHOP SUPPLIES/WASTE DISPOSAL FEES**
This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. F/S 559.905(1)(h)

**STATE TIRE & BATTERY FEE**
The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

**Thank You for servicing your vehicle at Ford of Port Richey and Port Richey Mitsubishi**


[CONTINUED ON NEXT PAGE]


The Reynolds and Reynolds Company FRAMINGS
SF660527 G (11/10)
PE23-015 00013 LC SV

[redacted]

JOB# 3 JOURNAL PREFIX FTCS JOB# 3 TOTAL 0.00

TOTALS----------

**********

* NEXT RECOMMENDED SERVICE: *
* 07/03/2019 / 19450 MI 00F0Z00199PX OIL & FILTER CHANGE *

**********

**********

*

* [ ] CASH [ ] CHECK CK NO. [ ] *

*

* [ ] VISA [ ] MASTERCARD [ ]DISCOVER *

*

* [ ] AMER XPRESS [ ] OTHER [ ] A/R *

*

* DATE[ / / ] CASHIER INITIALS [ ] *

**********

| | |
|---|---|
| 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** |

THANK YOU FOR CHOOSING FORD OF PORT RICHEY TODAY
PLEASE "OEFINITELY RECOMMEND" US TO YOUR FRIENDS
STATE OF FLORIDA MVR # 82690

CUSTOMER SIGNATURE

********** D U P L I C A T E I N V O I C E **********

PAGE 2 OF 2 SERVICE FILE COPY [ END OF INVOICE ] 02:33pm

## SERVICE & PARTS DEPT. HOURS

MON. - FRI.
7:30 AM - 6:00 PM

SAT.
8:00 AM - 5:00 PM

### Exclusion of Warranties / Limited Warranties

The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period.

**ALL PARTS ARE NEW OR REMANUFACTURED UNLESS OTHERWISE INDICATED**

*U/Used R/Rebuilt RC/Reconditioned
NC/No Chg/ Warranty RD/Reduced/Warranty

**SHOP SUPPLIES/WASTE DISPOSAL FEES**
This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. F/S 559.905(1)(h)

**STATE TIRE & BATTERY FEE**
The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

**Thank You for servicing your vehicle at Ford of Port Richey and Port Richey Mitsubishi**

The Reynolds and Reynolds Company - FORMTRUNK

[redacted]

```
LABOR-------------------------------------------------------------------------------
J# 1 00FOZ01399PX    FOPR BLND SERVICE PK                TECH(S):141821                22.70
            FOPR FULL SERVICE PK
            - up to five quarts of synthetic blend motor oil
            - oil filter
            -Multi-Point Inspection
            -Tire Rotation and Pressure Check
            -Brake Inspection
            -Battery Test
            -Filter Check
            Taxes, diesel vehicles and disposal fees extra. Hybrid
            battery test excluded.
            AS PER CUSTOMER REQUEST....
            Ford of Port Richey Full Svc. Pkg. - LOF, Rotate & MPI 1.0L

PARTS------QTY---FP-NUMBER---------------DESCRIPTION--------------------UNIT PRICE-
             1     FL-910S              KIT - E                                7.95        7.95
             5     5W20                 5W20 BU                                2.50       12.50
                                                                   TOTAL - PARTS          20.45

MISC------CODE--------DESCRIPTION-----------------------------CONTROL NO---------
              COUPS  DISCOUNT                                                            -3.20
                                                                   TOTAL - MISC           -3.20

JOB#  1 TOTALS-----------------------------------------------------------
                                                                   LABOR                  22.70
                                                                   PARTS                  20.45
                                                                   MISC                   -3.20

                                    JOB#  1 JOURNAL PREFIX  FTCS  JOB#  1 TOTAL          39.95
JOB#  2 CHARGES-----------------------------------------------------------------------------

LABOR-------------------------------------------------------------------------------
J# 2 00FOZ99P        INSPECTION CARD                     TECH(S):141821                 0.00
            Perform a thorough inspection of your vehicle and provide a
            detailed Vehicle Report Card.
            -Check Fluid Levels - Inspect Wiper Blades - Test Battery
            -Inspect Tires and Brake Wear -Inspect safety system
            components for leaks and damage
            AS PER CUSTOMER REQUEST....
            Perform multi-point vehicle inspection and record
            results on Vehicle Report Card

JOB#  2 TOTALS-----------------------------------------------------------

                                    JOB#  2 JOURNAL PREFIX  FTCS  JOB#  2 TOTAL           0.00

MISC------CODE--------DESCRIPTION-----------------------------CONTROL NO---------
JOB # A          CSS  SHOP SUPPLIES                                                        4.75
                                                                   TOTAL - MISC            4.75
```

## SERVICE & PARTS DEPT. HOURS

MON. - FRI.
7:30 AM - 6:00 PM

SAT.
8:00 AM - 5:00 PM

### Exclusion of Warranties / Limited Warranties

The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period.

**ALL PARTS ARE NEW OR REMANUFACTURED UNLESS OTHERWISE INDICATED**

*U/Used R/Rebuilt RC/Reconditioned
NC/No Chg/ Warranty RD/Reduced/Warranty

**SHOP SUPPLIES/WASTE DISPOSAL FEES**
This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. F/S 559.905(1)(h)

**STATE TIRE & BATTERY FEE**
The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

**Thank You for servicing your vehicle at Ford of Port Richey and Port Richey Mitsubishi**


[CONTINUED ON NEXT PAGE]


The Reynolds and Reynolds Company Printed in U.S.A.
SF660527 Q (11/10)

[redacted]

TOTALS

**********

* NEXT RECOMMENDED SERVICE: *

* 01/13/2020 / 19450 MI 00FOZ00199PX OIL & FILTER CHANGE *

**********

**********

* *

* [ ] CASH [ ] CHECK CK NO. [ ] *

* *

* [ ] VISA [ ] MASTERCARD [ ]DISCOVER *

* *

* [ ] AMER XPRESS [ ] OTHER [ ] A/R *

* *

* DATE[ / / ] CASHIER INITIALS [ ] *

**********

THANK YOU FOR CHOOSING FORD OF PORT RICHEY TODAY
PLEASE "DEFINITELY RECOMMEND" US TO YOUR FRIENDS
STATE OF FLORIDA MVR # 82690

| | |
|---|---|
| TOTAL LABOR.... | 22.70 |
| TOTAL PARTS.... | 20.45 |
| TOTAL SUBLET... | 0.00 |
| TOTAL G.O.G.... | 0.00 |
| TOTAL MISC CHG. | 4.75 |
| TOTAL MISC DISC | -3.20 |
| TOTAL TAX..... | 3.13 |
| **TOTAL INVOICE $** | **47.83** |

_____

CUSTOMER SIGNATURE

***



[redacted]

310-477-7990

**ACTION ITEMS:** CT has retained the current log, Retain Date: 12/20/2022, Expected Purge Date: 12/25/2022

Image SOP

**REGISTERED AGENT CONTACT:**

C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

[redacted]

[redacted]

disclaims all liability for the information contained in this form, including for
contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Mon, Dec 19, 2022
**Server Name:** Janney and Janney

| | |
|---|---|
| Entity Served | [redacted] |
| Case Number | |
| Jurisdiction | |

| Inserts | | |
|---|---|---|
| | | |



[redacted]

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*

[redacted]

[redacted]

Plaintiff,

vs.

**FORD MOTOR COMPANY, a Delaware Corporation, and DOES 1 through 10, inclusive,**

Defendants.

**COMPLAINT**

1. **SONG-BEVERLY ACT**
2. **MAGNUSON-MOSS ACT**

*Assigned for All Purposes to the Honorable*
Department

[redacted] leges as follows against Defendants, FORD MOTOR COMPANY, and DOES 1 through 10 inclusive, on information and belief, formed after an inquiry reasonable under the circumstances:

GENERAL ALLEGATIONS

1. Plaintiff is an individual residing in the City of Yucca Valley, County of San Bernardino, and State of California.

2. Defendant FORD MOTOR COMPANY is and was a Delaware corporation registered to do business in the State of California with its registered office in the City of Glendale, County of Los Angeles, State of California.

3. This cause of action arises out of the breach of warranty of the vehicle in question, which occurred in the City of Yucca Valley, County of San Bernardino, State of California.

4. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendants Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences and transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendants together with appropriate charging allegations when ascertained.

5. All acts of corporate employees as alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

6. Plaintiff purchased a 2019 Ford Ecosport, VIN: [redacted] ("the vehicle").

7. Plaintiff received an express warranty from FORD MOTOR COMPANY, through which FORD MOTOR COMPANY undertook to preserve or maintain the utility or performance of Plaintiff's vehicle or provide compensation if there was a failure in such utility or performance. FORD MOTOR COMPANY provides the same express warranty whether a vehicle is acquired through a cash sale, financed sale, or lease.

8. The vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, various engine defects.

9. Prior to engaging counsel, Plaintiff attempted to resolve the claim informally, through Ford's customer service procedures.

FIRST CAUSE OF ACTION

(Violation of the Song-Beverly Consumer Warranty Act)

10. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and realleged.

11. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code section 1790 *et seq.*, the vehicle constitutes "consumer goods" or a "new motor vehicle" and Plaintiff has used the vehicle primarily for those purposes.

12. Plaintiff is a "buyer" of consumer goods under the Act.

13. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor" under the Act.

14. Plaintiff received an implied warranty from FORD MOTOR COMPANY that the vehicle was merchantable. Plaintiff was also received an implied warranty of fitness from defendant.

15. The foregoing defects and nonconformities to warranty manifested themselves within the applicable express warranty period. The nonconformities substantially impair the use, value and/or safety of the vehicle.

16. Plaintiff delivered the vehicle to FORD MOTOR COMPANY authorized repair facilities for repair of the nonconformities on numerous occasions.

17. Defendants were unable to conform Plaintiff's vehicle to the applicable express and implied warranties after a reasonable number of attempts.

18. The defects and nonconformities rendered the vehicle unmerchantable.

19. Notwithstanding Plaintiff's entitlement, Defendant manufacturer has failed to either promptly replace the new motor vehicle or promptly make restitution in accordance with the Song-Beverly Consumer Warranty Act.

20. By failure of Defendants to remedy the defects as alleged above, or to issue a refund or replacement, Defendants are in breach of their obligations under the Act.

21. Plaintiff is entitled to justifiably revoke acceptance of the vehicle under the Act.



PE23-015 001424 LC SV

22. Under the Act, Plaintiff is entitled to reimbursement of the purchase price paid for the vehicle less that amount directly attributable to use by the Plaintiff prior to discovery of the nonconformities.

23. Plaintiff is entitled to all incidental, consequential and general damages resulting from Defendants' failure to comply with their obligations under the Act.

24. 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.

25. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that FORD MOTOR COMPANY has willfully failed to comply with its responsibilities under the Act.

SECOND CAUSE OF ACTION

(Violation of the Federal Magnuson-Moss Warranty Act - Against All Defendants)

26. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and realleged.

27. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (referred to as "Mag-Moss"), 15 U.S.C. § 2301(3).

28. Defendant, FORD MOTOR COMPANY is a "supplier" and "warrantor" as defined in the Mag-Moss Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5).

29. The vehicle is a "consumer product" as defined in the Mag-Moss Act, 15 U.S.C. § 2301(1).

30. In addition to the written warranty from FORD MOTOR COMPANY, an implied warranty of merchantability was created under California law. The vehicle's implied warranties were not disclaimed using a Buyer's Guide displayed on the vehicle; thus any purported disclaimers were ineffective pursuant to 15 U.S.C. § 2308(c).



PE23-015 001425 LC SV

31. Defendants violated the Mag-Moss Act when they breached the express warranty and implied warranties by failing to repair the defects and nonconformities, or to replace or repurchase the vehicle.

32. Plaintiff performed all terms, conditions, covenants, promises and obligations required to be performed on Plaintiff's part under the terms of the express warranty and implied warranty except for those terms and conditions, covenants, promises and obligations or payments for which performance and/or compliance has been excused by the acts and/or conduct of the Defendant and/or by operation of law.

33. As a direct and proximate result of the acts and omissions of the Defendants, Plaintiff has been damaged in the form of general, special and actual damages in an amount within the jurisdiction of this Court, according to proof at trial.

34. Under the Act, Plaintiff is entitled to rescission of the contract, reimbursement of the purchase price paid for the vehicle.

35. Plaintiff is entitled to all incidental, consequential and general damages resulting from Defendants' failure to comply with their obligations under the Mag-Moss Act.

36. Plaintiff is entitled under the Mag-Moss 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 pursuant to 15 U.S.C. § 2310(d)(2) .

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For general, special and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiff's actual damages;
6. For prejudgment interest at the legal rate;



PE23-015 001426 LC SV

7. For reasonable attorney's fees and costs of suit; and

8. For such other and further relief as the Court deems just and proper under the circumstances.





PE23-015 001427 LC SV



[redacted]

- [ ] 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)

**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)

- [ ] 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 [x] 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. [x] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive

[redacted]



Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev.September 1, 2021]

**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.courts.ca.gov

[redacted]

**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)
- ☐ 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)
- ☐ 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)*: 2
5. This case ☐ is ☒ is not a class action suit.

[redacted]

- 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.September 1, 2021]

**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.courts.ca.gov

## 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



PE23-015 001431 LC SV

[redacted]

| | | | |
|---|---|---|---|
| [X] | 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. | |

[redacted]

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO
San Bernardino District
247 West 3rd St
San Bernardino CA 92415
www.sb-court.org

[redacted]

This case has been assigned to: Janet M Frangie in Department S29 - SBJC for all purposes.

[redacted]

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 by:

- ☐ 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: 12/10/2022

I declare under penalty of perjury that the forgoing is true and correct. Executed on 12/10/2022 at San Bernardino, CA.

[redacted]

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO
San Bernardino District
247 West 3rd St
San Bernardino CA 92415
www.sb-court.org
909-708-8678

| Peluso -v - Ford Motor Company et al | |
|---|---|
| NOTICE OF TRIAL SETTING CONFERENCE and NOTICE OF CASE ASSIGNMENT | Case Number CIVSB2220347 |

Romano Stancroff PC
360 North Sepulveda Blvd
Suite 1010
El Segundo CA 90245

This case has been assigned to: Janet M Frangie in Department S29 - SBJC for all purposes.

Notice is hereby given that the above-entitled case has been set for Trial Setting Conference on:

Hearing Date: 06/08/2023 at 8:30 AM in Department S29 - SBJC

Date: 12/10/2022 By: [redacted]

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 by:

- ☐ 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: 12/10/2022

I declare under penalty of perjury that the forgoing is true and [redacted]

[redacted]



NC

D180789
(#108786)

NORRIS
Law Firm PLLC

J. MATTHEW NORRIS
DIRECT: (984) 221-8124
matt@lemonlawnc.com

May 21, 2019

RECEIVED
MAY 28 2019
BY: .....

**VIA U.S. CERTIFIED MAIL: 7018 0360 0001 2248 0862**
**VIA EMAIL: bmuma@erskinelaw.com**

Ford Motor Company
c/o Customer Relationship Center
PO Box 6248
Dearborn, MI 48121

[redacted]

To Whom it May Concern:

Please be advised that I represent [redacted] in a warranty claim related to the above-referenced 2018 Ford Ecosport. Pursuant to the North Carolina New Motor Vehicles Warranties Act, the North Carolina Uniform Commercial Code, and the Magnuson-Moss Warranty Act, I am putting you on formal notice that my client has experienced significant problems with this vehicle since its purchase on March 26, 2018. Specifically, the Vehicle has experienced problems with the following components or systems:

- Engine – oil pressure defect resulting in catastrophic failure

These issues have been persistent and unable to be fixed since the first repair attempt that took place on April 03, 2019. The manufacturer's warranty covers the defect or condition, or series of defects or conditions, which began within the warranty period. You have had at least 1 unsuccessful repair attempts, lasting approximately 4/3/19 thru 5/14/19 days. These unresolved problems create a significant concern for the Vehicle's long-term mechanical soundness, substantially impair its value to my client, and have caused him to lose confidence in the Vehicle's safety and reliability.

**NOTICE OF OPPORTUNITY FOR FINAL REPAIR ATTEMPT AND FINAL OPPORTUNITY TO COMPLY WITH N.C.G.S. § 20-351.3**

Pursuant to the North Carolina New Motor Vehicles Warranties Act, please consider this letter your statutory notice that you now have fifteen (15) calendar days during which to correct the

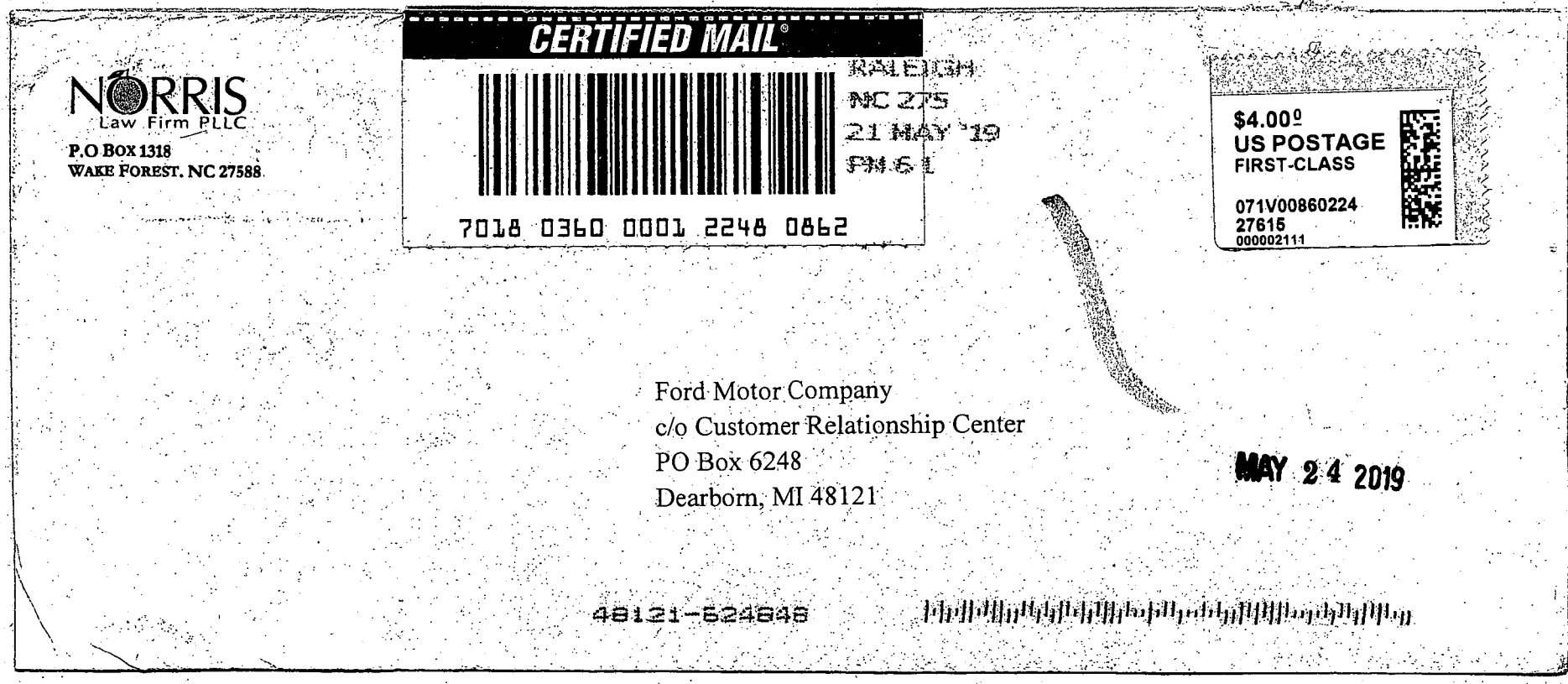
above-mentioned nonconformity or series of nonconformities. If you are unable to do so, then my client requests that the Vehicle be repurchased or replaced with a comparable new vehicle pursuant to N.C.G.S. § 20-351.3. Refusal to comply with this statutory requirement will be deemed to be unreasonable.

This letter also serves as the required ten-day written notice under N.C.G.S. § 20-351.7 of my client's intent to commence legal proceedings against Ford Motor Company if the needed repairs are not completed, and we cannot reach a mutually agreeable resolution to this dispute.

Please be sure to direct all future contact with my client through this office. Thank you for your time and attention to this matter. I look forward to working with you to achieve an amicable resolution.

[redacted]

[redacted]



NORRIS
Law Firm PLLC
P.O Box 1318
Wake Forest, NC 27588

CERTIFIED MAIL®
7018 0360 0001 2248 0862

RALEIGH
NC 275
21 MAY '19
PM 6 L

$4.00⁰
US POSTAGE
FIRST-CLASS
071V00860224
27615
000002111

Ford Motor Company
c/o Customer Relationship Center
PO Box 6248
Dearborn, MI 48121

MAY 24 2019

48121-624848

PE23-015.001438 LC SV

# CROSSROADS FORD
## OF FUQUAY VARINA, INC.

PO Box 2069
Wake Forest, NC 27588
Phone: 919-552-2228

FOCS704

[redacted]

LABOR & PARTS----------

| J# | | | INTERNAL |
|---|---|---|---|
| 1 | 90FOZ | SUBLET TECH(S):469 | |

CUSTOMER DROPPED OF VEHICLE ON 6/1/2019. VEHICLE WAS RECENTLY REPAIRED AT CARY LOCATION FOR ENGINE FAILURE. SINCE VEHICLE HAD EXTENSIVE WARRANTY ENGINE REPAIRS, CUSTOMER FELT UNEASY REGARDING THE REPAIRS-THINKS THERE IS STILL EXCESSIVE NOISE ON START UP. CUSTOMER DROPPED VEHICLE HERE WITH ADVISER, BUT WAS TOLD IT WOULD BE AWHILE BEFORE WE COULD GET TO IT.
VEHICLE WAS NEVER BROUGHT INTO THE SHOP, CUSTOMER CAME IN 7/12/19 AND SPOKE WITH GM AND SERVICE MGR REGARDING ISSUE. THE FACT OF THEIR CONCERN WITH THE CAR, AND THE REPAIRS PERFORMED IN CARY AND THE FACT THAT NO ONE HAS CONTACTED THEM FROM OUR DEALERSHIP. GM AND SERVICE MGR GOT INVOLVED AND HANDLED THE SITUATION. SERVICE MGR AND A MASTER SENIOR CERTIFIED TECHNICIAN WENT WITH CUSTOMER TO THE VEHICLE PARKED HERE AND LISTENED TO CONCERN. WE AGREED THE NOISE WAS EXCESSIVE ON START UP BUT EVENTUALLY WENT AWAY ONCE WARMED UP. THINKING THERE MAY BE ISSUE, WE COMPARED IT TO SAID LIKE VEHICLE AND FOUND IT BE THE EXACT SAME NOISE/CONCERN. THE NEW 2019 MODEL WAS ACTUALLY LOUDER ON START UP THAN CUSTOMER'S. CUSTOMER POINTED OUT SOME DAMAGE DUE TO THE FACT OF HOW LONG VEHICLE SAT HERE, A COUPLE OF DINGS ON RIGHT SIDE OF VEHICLE. SERVICE MGR AGREED TO REPAIR THEM.
TECHNICIAN CONTINUED TO DOUBLE CHECK REPAIRS PERFORMED AT CARY STORE, CHECK FLUID/OIL LEVELS AND DETERMINED THAT THE REPAIRS PERFORMED WERE ADEQUATE. NO FURTHER ATTENTION NEEDED AT ALL. SERVICE MGR CALLED SENIOR TECH AT CARY TO LET HIM KNOW THE SITUATION. HE OFFERED ASSISTANCE IF NEEDED, BUT NO ASSISTANCE IS NECESSARY AT THIS TIME. SPOKE WITH CUSTOMER REGARDING WHAT HAS TRANSPIRED, INCLUDING AN APOLOGY FOR HOW LONG THIS HAS TAKEN. HE AGREED THAT EVERYTHING WAS OK, BUT JUST WANTED HIS DINGS REPAIRED AT NO COST TO HIM. CARMEDIC CAME DOWN ON THURSDAY TO MAKE NECESSARY REPAIRS AND FINISHED THEM. CUSTOMER PICKED UP VEHICLE SATURDAY, 7/20/19, AND WILL CONTACT US IF NEEDED IN THE FUTURE. THERE IS NO CHARGE FOR REPAIRS AT THIS TIME.

JOB # 1 TOTAL LABOR & PARTS 0.00

---

| SUBLET | PO# | VEND | INV# | INV.DATE | DESCRIPTION | |
|---|---|---|---|---|---|---|
| JOB # 1 | 21273 | 3777 | | 07/18/19 | BUFFED OUT PAINT TRANSFER | INTERNAL |
| | | | | | TOTAL - SUBLET | 0.00 |

COMMENTS----------
CHARGE INTERNAL TO SERVICE POLICY AS PER SCOTT COLICCHIO

**Service Charge.** The Service Charge defrays Dealer's overhead costs, including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs defrayed by the Service Charge. The Service Charge is not a government-required fee.

As part of our effort to provide a superior level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW**, by signing this form, you give this Dealership **PERMISSION** to contact you (***either personally, via text messages or with prerecorded telemarketing messages***) at the telephone numbers (which may include ***wireless phone numbers***), fax number and/or e-mail address listed. This **AUTHORIZATION** allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

☐: Please do not contact me as provided above.

ARBITRATION REQUIRED BY THIS AGREEMENT:
The parties agree that instead of litigation in a court, any dispute, controversy, or claim arising out of or relating to the parts provided, service or repair of the subject motor vehicle or to this Agreement or to any other document or agreement between the parties relating to the subject motor vehicle shall be settled by binding arbitration pursuant to the Uniform Arbitration Act in effect in the state and no more than thirty miles from the dealership's physical location, and shall be conducted by a single arbitrator who shall also be licensed to practice law in the state the arbitration is to be held. Each party will pay its own costs. Any award rendered by the arbitrator may be entered in any court having jurisdiction.

We are not responsible or liable for loss or damage to vehicle or articles left in vehicle in case of fire, theft, vandalism, inclement weather or other cause beyond our control.

Customer agrees that this Agreement includes all of the terms and conditions on the **front and back side hereof,** that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises the entire agreement between Customer and Dealer relating to these repairs or other matters referred to on the front or back side of this document.

X _____
Signature

**Please see reverse side.**



The Reynolds and Reynolds Company ES4NTPkye CC718833 Q (03/16)

SF676984 Q (06/14)

# CROSSROADS FORD
## OF FUQUAY VARINA, INC.

PO Box 2069
Wake Forest, NC 27588
Phone: 919-552-2228

FOCS70485

[redacted]

THANK YOU FOR TRUSTING CROSSROADS FORD TO SERVICE YOUR VEHICLE. PLEASE CONTACT SCOTT COLICCHIO, SERVICE MANAGER AT (919) 557-3370 OR SCOTT.COLICCHIO@CROSSROADSCARS.COM IF FOR ANY REASON YOU CANNOT GRADE US AS A "5 STAR" SERVICE CENTER.

CASH ( ) CHECK ( ) CHECK# ( )

VISA ( ) M/C ( ) AMEX ( ) DISC ( )

CHARGE ( )

| | |
|---|---|
| TOTAL LABOR.... | 0.00 |
| TOTAL PARTS.... | 0.00 |
| TOTAL SUBLET... | 0.00 |
| TOTAL G.O.G.... | 0.00 |
| TOTAL MISC CHG. | 0.00 |
| TOTAL MISC DISC | 0.00 |
| TOTAL TAX..... | 0.00 |
| **TOTAL INVOICE $** | **0.00** |

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

**Service Charge.** The Service Charge defrays Dealer's overhead costs, including, but not limited to, shop supplies, employee safety measures and training, and waste disposal and handling. The Service Charge may include Dealer profit. Not all transactions will cause Dealer to incur all of the costs defrayed by the Service Charge. The Service Charge is not a government-required fee.

As part of our effort to provide a superior level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW**, by signing this form, you give this Dealership **PERMISSION** to contact you (***either personally, via text messages or with prerecorded telemarketing messages***) at the telephone numbers (which may include ***wireless phone numbers***), fax number and/or e-mail address listed. This **AUTHORIZATION** allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

☐: Please do not contact me as provided above.

ARBITRATION REQUIRED BY THIS AGREEMENT: The parties agree that instead of litigation in a court, any dispute, controversy, or claim arising out of or relating to the parts provided, service or repair of the subject motor vehicle or to this Agreement or to any other document or agreement between the parties relating to the subject motor vehicle shall be settled by binding arbitration pursuant to the Uniform Arbitration Act in effect in the state and no more than thirty miles from the dealership's physical location, and shall be conducted by a single arbitrator who shall also be licensed to practice law in the state the arbitration is to be held. Each party will pay its own costs. Any award rendered by the arbitrator may be entered in any court having jurisdiction.

We are not responsible or liable for loss or damage to vehicle or articles left in vehicle in case of fire, theft, vandalism, inclement weather or other cause beyond our control.

Customer agrees that this Agreement includes all of the terms and conditions on the **front and back side hereof,** that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises the entire agreement between Customer and Dealer relating to these repairs or other matters referred to on the front or back side of this document.

X _____
Signature

**Please see reverse side.**

SF676984 Q (06/14)



The Reynolds and Reynolds Company ERAINTINVE CC718833 Q (03/16)



# ROMANO STANCROFF PC

The Lemon Law Attorneys

MARK P. ROMANO
STEVEN G. STANCROFF
KARL P. HEIL
GARY L. HERMANSON
ALIAKSANDRA VALITSKAYA
MARIE BLATY BARNES

801 West Ann Arbor Trail, Suite 232
Plymouth, MI 48170
Phone/Fax/Text (734) 207-3377
teri@thelemonlawattorneys.com

June 26, 2023

Ford Motor Company – FCSD Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of Ms. [redacted] claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our client has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of the Michigan Lemon Law and Magnuson-Moss Warranty Act. As such, our client respectfully requests that Ford Motor Company comply with the above statutes and pay all attorney fees and costs.

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

Romano Stancroff PC

[redacted]



[redacted]

**CT Corporation**
**Service of Process Notification**
05/17/2023
CT Log Number 543880467

## Service of Process Transmittal Summary

**TO:** Chuck Morici
FORD MOTOR COMPANY
1 American Rd
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]

**DOCUMENT(S) SERVED:**

**COURT/AGENCY:**

**NATURE OF ACTION:**

**PROCESS SERVED ON:**

**DATE/METHOD OF SERVICE:**

**JURISDICTION SERVED:**

**APPEARANCE OR ANSWER DUE:** Within 30 days after service

**ATTORNEY(S)/SENDER(S):** Michelle Yang
Prestige Legal Solutions, P.C.
6420 Wilshire Blvd., Suite 200
Los Angeles, CA 90048
310-933-6626

**ACTION ITEMS:** CT has retained the current log, Retain Date: 05/18/2023, Expected Purge Date: 05/23/2023

Image SOP

**REGISTERED AGENT CONTACT:** C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT





[redacted]

[redacted]

[redacted]

disclaims all liability for the information contained in this form, including for any om
contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Wed, May 17, 2023
**Server Name:** Jimmy Lizama

| | | |
|---|---|---|
| Entity Served | [redacted] | |
| Case Number | | |
| Jurisdiction | | |

| Inserts | | |
|---|---|---|
| | | |



[redacted]

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 [redacted] cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una c[redacted] pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is: STANLEY MOSK COURTHOUSE
*(El nombre y dirección de la corte es):* 111 North Hill Street
Los Angeles, CA 90012

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):*

Michelle Yang (SBN 325467); Andrea Plata (SBN 343766) ; 6420 Wilshire Blvd., Suite 200, Los Angeles, CA 90048; (310) 933-6626

DATE: *(Fecha)* 05/15/2023 David W. Slayton, Executive Officer/Clerk of Court Clerk, by *(Secretario)* Y. Tarasyuk , Deputy *(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, a Delaware corporation
   under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify)*:
4. ☐ by personal delivery on *(date)*:



Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

**SUMMONS**

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

PE23-015 001447 LC SV

[redacted]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

[redacted]ndividual, and [redacted]ividual,

Plaintiffs,

vs.

FORD MOTOR COMPANY, a Delaware corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: [redacted]

Hon.
Dept.:

**COMPLAINT FOR VIOLATION OF STATUTORY OBLIGATIONS**

JURY TRIAL DEMANDED

PRESTIGE LEGAL SOLUTIONS, P.C.
6420 WILSHIRE BLVD., STE. 200, LOS ANGELES, CA 90048

[redacted] and [redacted] ("Plaintiffs") allege as follows:

**PARTIES**

1. As used in this Complaint, the word "Plaintiffs" shall refer to Plaintiffs [redacted] and [redacted]

2. Plaintiffs are, and at all times relevant herein were, residents of Los Angeles, California.

3. As used in this Complaint, the word "Defendant" shall refer to Defendant Ford Motor Company.

4. Defendant is, and at all times relevant herein was, a corporation organized under the laws of the State of Delaware and registered to conduct business in California. At all times relevant herein, Defendant was engaged in the business of designing, manufacturing, assembling, producing, constructing, marketing, distributing, and/or selling consumer goods, including but not limited to motor vehicles and motor vehicle components.

5. Plaintiffs are ignorant of the true names and capacities of the Defendants sued under the fictitious names "DOES 1 to 10". These Defendants are sued pursuant to Code of Civil Procedure section 474. When Plaintiffs become aware of the true names and capacities of the Defendants sued as DOES 1 to 10, Plaintiffs will amend this Complaint to state their true names and capacities.

6. Plaintiffs hereby revoke acceptance of their 2018 Ford EcoSport, VIN [redacted] ("Subject Vehicle").

7. Plaintiffs hereby demand a jury trial on all causes of action asserted herein.

**FIRST CAUSE OF ACTION**

**BY PLAINTIFFS AGAINST DEFENDANT**

**VIOLATION OF SUBDIVISION (D) OF CIVIL CODE SECTION 1793.2**

8. Plaintiffs incorporate by reference the allegations contained in the paragraphs set forth above.

9. On or around May 05, 2019, Plaintiffs purchased Subject Vehicle. Subject Vehicle is a new motor vehicle, as the term is defined by California Civil Code section

PRESTIGE LEGAL SOLUTIONS, P.C.
6420 WILSHIRE BLVD., STE. 200, LOS ANGELES, CA 90048

1793.22(e)(2).[1] Subject Vehicle was manufactured and/or distributed by Defendant.

10. Plaintiffs purchased and used Subject Vehicle primarily for personal, family, or household purposes. Plaintiffs purchased Subject Vehicle from a person or entity engaged in the business of manufacturing, distributing, selling, or leasing consumer goods at retail.

11. When the Subject Vehicle was purchased, Plaintiffs received express written warranties in which Defendant undertook to preserve or maintain the utility or performance of Subject Vehicle or to provide compensation if there is a failure in utility or performance for a specified period of time. The warranty provided, in relevant part, that in the event a nonconformity developed within Subject Vehicle during the applicable warranty period, Plaintiffs could deliver Subject Vehicle for repair to Defendant's authorized service and repair facilities and Subject Vehicle would be repaired.

12. During Plaintiffs ownership of Subject Vehicle, the Subject Vehicle manifested defects covered by Defendant's express written warranties. These defects include but are not limited to: engine, transmission, and electrical system defects (Subject Vehicle's "defects"). These defects substantially impair the use, value, and/or safety of Subject Vehicle to Plaintiffs.

13. Plaintiffs delivered Subject Vehicle to Defendant and/or its authorized service and repair facilities for diagnosis and repair of the defects.

14. Defendant and/or its authorized service and repair facilities failed to service or repair Subject Vehicle to conform to the applicable express warranties after a reasonable number of opportunities to do so.

15. Despite this fact, Defendant failed to promptly replace Subject Vehicle or make restitution to Plaintiffs as required by Civil Code section 1793.2(d).

16. Plaintiffs have been damaged by Defendant's failure to comply with its obligations under Civil Code section 1793.2(d), and therefore brings this cause of action pursuant to Civil Code section 1794.

///

[1] All subsequent references to the Civil Code refer to the California Civil Code.

PRESTIGE LEGAL SOLUTIONS, P.C.
6420 WILSHIRE BLVD., STE. 200, LOS ANGELES, CA 90048

17. Defendant's failure to comply with its obligations under Civil Code section 1793.2(d) was willful, in that Defendant and its representatives knew of their legal obligations and intentionally declined to follow them. Accordingly, Plaintiffs are entitled to a civil penalty of up to two times Plaintiffs' actual damages, pursuant to Civil Code section 1794(c).

**SECOND CAUSE OF ACTION**

**BY PLAINTIFFS AGAINST DEFENDANT**

**VIOLATION OF SUBDIVISION (B) OF CIVIL CODE SECTION 1793.2**

18. Plaintiffs incorporate by reference the allegations contained in the paragraphs set forth above.

19. Defendant maintains service and repair facilities and/or designates independent service and repair facilities (Defendant's "representatives"). Defendant's representatives are intended to carry out the terms of Defendant's express warranties.

20. Although Plaintiffs presented Subject Vehicle to Defendant's representatives in this state for repair of Subject Vehicle, Defendant and/or its representatives failed to commence repairs within a reasonable time, in violation of Civil Code section 1793.2(b).

21. Although Plaintiffs presented Subject Vehicle to Defendant's representatives in this state for repair of Subject Vehicle, Defendant and/or its representatives failed to complete repairs within thirty days, in violation of Civil Code section 1793.2(b). Plaintiffs did not extend the time for completion of repairs beyond the requisite thirty days.

22. Plaintiffs have been damaged by Defendant's and/or its representatives' failure to comply with Civil Code section 1793.2(b). Thus, Plaintiffs bring this cause of action pursuant to Civil Code section 1794.

23. Plaintiffs have rightfully rejected and/or justifiably revoked acceptance of Subject Vehicle and have exercised their right to cancel the contract. By serving this Complaint, Plaintiffs do so again.

24. Defendant's failure to comply with its obligations under Civil Code section 1793.2(b) was willful, in that Defendant and its representatives knew of their legal obligations

PRESTIGE LEGAL SOLUTIONS, P.C.
6420 WILSHIRE BLVD., STE. 200, LOS ANGELES, CA 90048

and intentionally declined to follow them. Accordingly, Plaintiffs are entitled to a civil penalty of two times Plaintiffs' actual damages pursuant to Civil Code section 1794(c).

**THIRD CAUSE OF ACTION**

**BY PLAINTIFFS AGAINST DEFENDANT**

**VIOLATION OF SUBDIVISION (A)(3) OF CIVIL CODE SECTION 1793.2**

25. Plaintiffs incorporate by reference the allegations contained in the paragraphs set forth above.

26. In violation of Civil Code section 1793.2(a)(3), Defendant failed to make available to its authorized service and repair facilities sufficient service literature and/or replacement parts to effect repairs during the express warranty period.

27. Plaintiffs have been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2(a)(3), and therefore brings this cause of action pursuant to Civil Code section 1794.

28. Defendant's failure to comply with its obligations under Civil Code section 1793.2(a)(3) was willful, in that Defendant knew of its legal obligations and intentionally declined to follow them. Accordingly, Plaintiffs are entitled to a civil penalty of two times Plaintiffs' actual damages, pursuant to Civil Code section 1794(c).

**FOURTH CAUSE OF ACTION**

**BY PLAINTIFFS AGAINST DEFENDANT**

**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**

**(CIV. CODE § 1791.1; § 1794)**

29. Plaintiffs incorporate by reference the allegations contained in the paragraphs set forth above.

30. Pursuant to Civil Code section 1792, the sale of Subject Vehicle was accompanied by Defendant's implied warranty of merchantability. Pursuant to Civil Code section 1791.1(c), the duration of the implied warranty is coextensive in duration with the duration of the express written warranty provided by Defendant.

PRESTIGE LEGAL SOLUTIONS, P.C.
6420 WILSHIRE BLVD., STE. 200, LOS ANGELES, CA 90048

31. Due to the aforementioned defects, Subject Vehicle was not of the same quality as those generally acceptable in the trade; did not pass without objection in the trade; was not fit for the ordinary purposes for which such goods are used; was not adequately contained, packaged, and labeled; and/or did not measure up to the promises or facts stated on the container or label.

32. Plaintiffs were harmed by the breach of the implied warranty of merchantability.

33. Defendant's failure to comply with its obligations under the implied warranty was a substantial factor in causing Plaintiffs' harm. Thus, Plaintiffs bring this cause of action pursuant to Civil Code section 1794.

**PRAYER**

Wherefore, Plaintiffs pray for judgment against Defendant as follows:

a. For Plaintiffs' actual damages in an amount according to proof;

b. For restitution;

c. For a civil penalty in the amount of two times Plaintiffs' actual damages pursuant to Civil Code section 1794(c);

d. For any consequential and incidental damages in an amount according to proof;

e. For remedies authorized by California Commercial Code sections 2711, 2712, and/or 2713;

f. For costs and expenses of the suit, and for Plaintiffs' reasonable attorneys' fees, pursuant to Civil Code section 1794(d);

g. For prejudgment interest at the legal rate; and

h. For such other equitable or legal relief as the Court may deem proper.

///

///

///

///

///

PRESTIGE LEGAL SOLUTIONS, P.C.
6420 WILSHIRE BLVD., STE. 200, LOS ANGELES, CA 90048

## DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all causes of action asserted herein.

Dated: May 15, 2023 **PR[redacted]TIONS, P.C.**

BY: [redacted]

PRESTIGE LEGAL SOLUTIONS, P.C.
6420 WILSHIRE BLVD., STE. 200, LOS ANGELES, CA 90048

[redacted]

*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)*: 4
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 [redacted] *5.)*

Date: May 15, 2023
Andrea Plata, Esq.
(TYPE OR PRINT NAME) [redacted] TORNEY 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

PE23-015 001455 LC SV

## 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

[redacted]

**(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court**

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

| **Applicable Reasons for Choosing Courthouse Location (Column C)** | |
|---|---|
| 1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in Central District. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Location where bodily injury, death or damage occurred. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required, or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection). |
| 6. Location of property or permanently garaged vehicle. | |

| | A<br>Civil Case Cover Sheet Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons (see Step 3 above) |
|---|---|---|---|
| **Auto Tort** | Auto (22) | ☐ 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death | 1, 4 |
| | Uninsured Motorist (46) | ☐ 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death | 1, 4 |
| **Other Personal Injury/ Property Damage/ Wrongful Death** | Other Personal Injury/ Property Damage/ Wrongful Death (23) | ☐ 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.) | 1, 4 |
| | | ☐ 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.) | 1, 4 |
| | | ☐ 2303 Intentional Infliction of Emotional Distress | 1, 4 |
| | | ☐ 2304 Other Personal Injury/Property Damage/Wrongful Death | 1, 4 |
| | | ☐ 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility | 1, 4 |
| | | ☐ 2306 Intentional Conduct – Sexual Abuse Case (in any form) | 1, 4 |

[redacted]

| | CASE NUMBER |
|---|---|

| | Sheet Case Type | Action (check only one) | C Applicable Reasons (see Step 3 above) |
|---|---|---|---|
| | | ☐ 2307 Construction Accidents | 1, 4 |
| | | ☐ 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.) | 1, 4 |
| Other Personal Injury/ Property Damage/ Wrongful Death | Product Liability (24) | ☐ 2401 Product Liability (not asbestos or toxic/ environmental) | 1, 4 |
| | | ☐ 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law) | 1, 3, 5 |
| | Medical Malpractice (45) | ☐ 4501 Medical Malpractice – Physicians & Surgeons | 1, 4 |
| | | ☐ 4502 Other Professional Health Care Malpractice | 1, 4 |
| Non-Personal Injury/Property Damage/Wrongful Death Tort | Business Tort (07) | ☐ 0701 Other Commercial/Business Tort (not fraud or breach of contract) | 1, 2, 3 |
| | Civil Rights (08) | ☐ 0801 Civil Rights/Discrimination | 1, 2, 3 |
| | Defamation (13) | ☐ 1301 Defamation (slander/libel) | 1, 2, 3 |
| | Fraud (16) | ☐ 1601 Fraud (no contract) | 1, 2, 3 |
| | Professional Negligence (25) | ☐ 2501 Legal Malpractice | 1, 2, 3 |
| | | ☐ 2502 Other Professional Malpractice (not medical or legal) | 1, 2, 3 |
| | Other (35) | ☐ 3501 Other Non-Personal Injury/Property Damage Tort | 1, 2, 3 |
| Employment | Wrongful Termination (36) | ☐ 3601 Wrongful Termination | 1, 2, 3 |
| | Other Employment (15) | ☐ 1501 Other Employment Complaint Case | 1, 2, 3 |
| | | ☐ 1502 Labor Commissioner Appeals | 10 |
| Contract | Breach of Contract / Warranty (06) (not insurance) | ☐ 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) | 2, 5 |
| | | ☐ 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence) | 2, 5 |
| | | ☐ 0603 Negligent Breach of Contract/Warranty (no fraud) | 1, 2, 5 |
| | | ☑ 0604 Other Breach of Contract/Warranty (no fraud/ negligence) | 1, (2) (5) |
| | | ☐ 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt) | 2, 5 |
| | Collections (09) | ☐ 0901 Collections Case – Seller Plaintiff | 5, 6, 11 |
| | | ☐ 0902 Other Promissory Note/Collections Case | 5, 11 |
| | | ☐ 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014) | 5, 6, 11 |
| | | ☐ 0904 Collections Case – COVID-19 Rental Debt | 5, 11 |
| | Insurance Coverage (18) | ☐ 1801 Insurance Coverage (not complex) | 1, 2, 5, 8 |

[redacted]

CASE NUMBER

| | Civil Case Cover Sheet Case Type | Type of Action (check only one) | C Applicable Reasons (see Step 3 above) |
|---|---|---|---|
| **Contract** (Continued) | Other Contract (37) | ☐ 3701 Contractual Fraud | 1, 2, 3, 5 |
| | | ☐ 3702 Tortious Interference | 1, 2, 3, 5 |
| | | ☐ 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence) | 1, 2, 3, 8, 9 |
| **Real Property** | Eminent Domain/ Inverse Condemnation (14) | ☐ 1401 Eminent Domain/Condemnation Number of Parcels _____ | 2, 6 |
| | Wrongful Eviction (33) | ☐ 3301 Wrongful Eviction Case | 2, 6 |
| | Other Real Property (26) | ☐ 2601 Mortgage Foreclosure | 2, 6 |
| | | ☐ 2602 Quiet Title | 2, 6 |
| | | ☐ 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2, 6 |
| **Unlawful Detainer** | Unlawful Detainer – Commercial (31) | ☐ 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer – Residential (32) | ☐ 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer – Post Foreclosure (34) | ☐ 3401 Unlawful Detainer – Post Foreclosure | 2, 6, 11 |
| | Unlawful Detainer – Drugs (38) | ☐ 3801 Unlawful Detainer – Drugs | 2, 6, 11 |
| **Judicial Review** | Asset Forfeiture (05) | ☐ 0501 Asset Forfeiture Case | 2, 3, 6 |
| | Petition re Arbitration (11) | ☐ 1101 Petition to Compel/Confirm/Vacate Arbitration | 2, 5 |
| | Writ of Mandate (02) | ☐ 0201 Writ – Administrative Mandamus | 2, 8 |
| | | ☐ 0202 Writ – Mandamus on Limited Court Case Matter | 2 |
| | | ☐ 0203 Writ – Other Limited Court Case Review | 2 |
| | Other Judicial Review (39) | ☐ 3901 Other Writ/Judicial Review | 2, 8 |
| | | ☐ 3902 Administrative Hearing | 2, 8 |
| | | ☐ 3903 Parking Appeal | 2, 8 |
| **Provisionally Complex Litigation** | Antitrust/Trade Regulation (03) | ☐ 0301 Antitrust/Trade Regulation | 1, 2, 8 |
| | Asbestos (04) | ☐ 0401 Asbestos Property Damage | 1, 11 |
| | | ☐ 0402 Asbestos Personal Injury/Wrongful Death | 1, 11 |

[redacted]

| | CASE NUMBER |
|---|---|
| | |

| | Civil Case Cover Sheet Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons (see Step 3 above) |
|---|---|---|---|
| **Provisionally Complex Litigation** (Continued) | Construction Defect (10) | ☐ 1001 Construction Defect | 1, 2, 3 |
| | Claims Involving Mass Tort (40) | ☐ 4001 Claims Involving Mass Tort | 1, 2, 8 |
| | Securities Litigation (28) | ☐ 2801 Securities Litigation Case | 1, 2, 8 |
| | Toxic Tort Environmental (30) | ☐ 3001 Toxic Tort/Environmental | 1, 2, 3, 8 |
| | Insurance Coverage Claims from Complex Case (41) | ☐ 4101 Insurance Coverage/Subrogation (complex case only) | 1, 2, 5, 8 |
| **Enforcement of Judgment** | Enforcement of Judgment (20) | ☐ 2001 Sister State Judgment | 2, 5, 11 |
| | | ☐ 2002 Abstract of Judgment | 2, 6 |
| | | ☐ 2004 Administrative Agency Award (not unpaid taxes) | 2, 8 |
| | | ☐ 2005 Petition/Certificate for Entry of Judgment Unpaid Tax | 2, 8 |
| | | ☐ 2006 Other Enforcement of Judgment Case | 2, 8, 9 |
| **Miscellaneous Civil Complaints** | RICO (27) | ☐ 2701 Racketeering (RICO) Case | 1, 2, 8 |
| | Other Complaints (not specified above) (42) | ☐ 4201 Declaratory Relief Only | 1, 2, 8 |
| | | ☐ 4202 Injunctive Relief Only (not domestic/harassment) | 2, 8 |
| | | ☐ 4203 Other Commercial Complaint Case (non-tort/noncomplex) | 1, 2, 8 |
| | | ☐ 4204 Other Civil Complaint (non-tort/non-complex) | 1, 2, 8 |
| **Miscellaneous Civil Petitions** | Partnership Corporation Governance (21) | ☐ 2101 Partnership and Corporation Governance Case | 2, 8 |
| | Other Petitions (not specified above) (43) | ☐ 4301 Civil Harassment with Damages | 2, 3, 9 |
| | | ☐ 4302 Workplace Harassment with Damages | 2, 3, 9 |
| | | ☐ 4303 Elder/Dependent Adult Abuse Case with Damages | 2, 3, 9 |
| | | ☐ 4304 Election Contest | 2 |
| | | ☐ 4305 Petition for Change of Name/Change of Gender | 2, 7 |
| | | ☐ 4306 Petition for Relief from Late Claim Law | 2, 3, 8 |
| | | ☐ 4307 Other Civil Petition | 2, 9 |

[redacted]

| | CASE NUMBER |
|---|---|
| | |

[redacted]propriate boxes for the numbers shown under Column [redacted]the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

| REASON: ☐ 1. ☑ 2. ☐ 3. ☐ 4. ☑ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11 | | | ADDRESS: 5645 Firestone Blvd. |
|---|---|---|---|
| CITY: South Gate | STATE: CA | ZIP CODE: 90280 | |

**Step 5: Certification of Assignment:** I certify that [redacted] District of the Superior Court of California, County [redacted]al Rule 2.3(a)(1)(E)]

Dated: May 15, 2023

[redacted]Y

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

# Superior Court of California, County of Los Angeles

## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

**What is ADR?**

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

**Advantages of ADR**

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

**Disadvantages of ADR**

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

**Main Types of ADR**

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.

2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

   **Mediation may be appropriate when the parties**
   - want to work out a solution but need help from a neutral person.
   - have communication problems or strong emotions that interfere with resolution.

   **Mediation may <u>not</u> be appropriate when the parties**
   - want a public trial and want a judge or jury to decide the outcome.
   - lack equal bargaining power or have a history of physical/emotional abuse.

## How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**
If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com (213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

**These organizations cannot accept every case and they may decline cases at their discretion.** They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

**NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.**

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.
https://dcba.lacounty.gov/countywidedrp/

**Online Dispute Resolution (ODR).** Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. https://my.lacourt.org/odr/

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit https://www.courts.ca.gov/programs-adr.htm

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit https://www.lacourt.org/division/civil/CI0047.aspx

Los Angeles Superior Court ADR website: https://www.lacourt.org/division/civil/CI0109.aspx
For general information and videos about ADR, visit http://www.courts.ca.gov/programs-adr.htm

[redacted]

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.

b) **"Efiling Portal"** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.

c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.

d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

e) **"Electronic Filing Service Provider"** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

f) **"Electronic Signature"** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term "Electronic Signature" is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.

g) **"Hyperlink"** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.

h) **"Portable Document Format"** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court's website, at www.lacourt.org.



PE23-015 001465 LC SV

d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.

b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;

ii) Bonds/Undertaking documents;

iii) Trial and Evidentiary Hearing Exhibits

iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and

v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

//

//



PE23-015 001466 LC SV

5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

Electronic filing service providers must obtain and manage registration information for persons and entities electronically filing with the court.

6) TECHNICAL REQUIREMENTS

a) Electronic documents must be electronically filed in PDF, text searchable format **when** technologically feasible without impairment of the document's image.

b) The table of contents for any filing must be bookmarked.

c) Electronic documents, including but not limited to, declarations, proofs of service, and exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the bookedmarked item and briefly describe the item.

d) Attachments to primary documents must be bookmarked. Examples include, but are not limited to, the following:

i) Depositions;

ii) Declarations;

iii) Exhibits (including exhibits to declarations);

iv) Transcripts (including excerpts within transcripts);

v) Points and Authorities;

vi) Citations; and

vii) Supporting Briefs.

e) Use of hyperlinks within documents (including attachments and exhibits) is strongly encouraged.

f) Accompanying Documents

Each document acompanying a single pleading must be electronically filed as a **separate** digital PDF document.

g) Multiple Documents

Multiple documents relating to one case can be uploaded in one envelope transaction.



PE23-015 001467 LC SV

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.



PE23-015 001468 LC SV

b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiling is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.

b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:

i) Any printed document required pursuant to a Standing or General Order;

ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;

iii) Pleadings and motions that include points and authorities;

iv) Demurrers;

v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;

vi) Motions for Summary Judgment/Adjudication; and

vii) Motions to Compel Further Discovery.

c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)

b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.



PE23-015 001469 LC SV

11) SIGNATURES ON ELECTRONIC FILING

For purposes of this General Order, all electronic filings must be in compliance with California Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil Division of the Los Angeles County Superior Court.

This First Amended General Order supersedes any previous order related to electronic filing, and is effective immediately, and is to remain in effect until otherwise ordered by the Civil Supervising Judge and/or Presiding Judge.

DATED: May 3, 2019

[redacted]



PE23-015 001470 LC SV

[redacted]

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court

on 05/16/2023 (Date) By Y. Tarasyuk, Deputy Clerk

# INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

## APPLICATION
The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

## PRIORITY OVER OTHER RULES
The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

## CHALLENGE TO ASSIGNED JUDGE
A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

## TIME STANDARDS
Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

## COMPLAINTS
All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

## CROSS-COMPLAINTS
Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

## STATUS CONFERENCE
A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

## FINAL STATUS CONFERENCE
The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

## SANCTIONS
The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

## Class Actions
Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

## *Provisionally Complex Cases
Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

# VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

Superior Court of California
County of Los Angeles

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section

Consumer Attorneys
Association of Los Angeles

Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

**◆Los Angeles County Bar Association Litigation Section◆**

**◆ Los Angeles County Bar Association Labor and Employment Law Section◆**

**◆Consumer Attorneys Association of Los Angeles◆**

**◆Southern California Defense Counsel◆**

**◆Association of Business Trial Lawyers◆**

**◆California Employment Lawyers Association◆**

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **STIPULATION – EARLY ORGANIZATIONAL MEETING** | | CASE NUMBER: |

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lacourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at *www.lacourt.org* under "*Civil*", click on "*General Information*", then click on "*Voluntary Efficient Litigation Stipulations*".

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **STIPULATION – DISCOVERY RESOLUTION** | | CASE NUMBER: |

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

    a. The party requesting the Informal Discovery Conference will:

        i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

        ii. Include a brief summary of the dispute and specify the relief requested; and

        iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

    b. Any Answer to a Request for Informal Discovery Conference must:

        i. Also be filed on the approved form (copy attached);

        ii. Include a brief summary of why the requested relief should be denied;

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

   It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

**The following parties stipulate:**

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR _____)

Print Save Clear

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **INFORMAL DISCOVERY CONFERENCE**<br>(pursuant to the Discovery Resolution Stipulation of the parties) | | CASE NUMBER: |

1. This document relates to:
   - ☐ Request for Informal Discovery Conference
   - ☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **STIPULATION AND ORDER – MOTIONS IN LIMINE** | | CASE NUMBER: |

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

**The following parties stipulate:**

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR PLAINTIFF)

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

**THE COURT SO ORDERS.**

Date: _____

_____ JUDICIAL OFFICER

Print Save Clear



PE23-015 001481 LC SV

FILED
LOS ANGELES SUPERIOR COURT
MAY 11 2011
JOHN A. CLARKE, CLERK
BY NANCY NAVARRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

| | |
|---|---|
| General Order Re Use of Voluntary Efficient Litigation Stipulations | ORDER PURSUANT TO CCP 1054(a), EXTENDING TIME TO RESPOND BY 30 DAYS WHEN PARTIES AGREE TO EARLY ORGANIZATIONAL MEETING STIPULATION |

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"



PE23-015 001482 LC SV

Whereas the Early Organizational Meeting Stipulation is intended to encourage cooperation among the parties at an early stage in litigation in order to achieve litigation efficiencies;

Whereas it is intended that use of the Early Organizational Meeting Stipulation will promote economic case resolution and judicial efficiency;

Whereas, in order to promote a meaningful discussion of pleading issues at the Early Organizational Meeting and potentially to reduce the need for motions to challenge the pleadings, it is necessary to allow additional time to conduct the Early Organizational Meeting before the time to respond to a complaint or cross complaint has expired;

Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in which an action is pending to extend for not more than 30 days the time to respond to a pleading "upon good cause shown";

Now, therefore, this Court hereby finds that there is good cause to extend for 30 days the time to respond to a complaint or to a cross complaint in any action in which the parties have entered into the Early Organizational Meeting Stipulation. This finding of good cause is based on the anticipated judicial efficiency and benefits of economic case resolution that the Early Organizational Meeting Stipulation is intended to promote.

IT IS HEREBY ORDERED that, in any case in which the parties have entered into an Early Organizational Meeting Stipulation, the time for a defending party to respond to a complaint or cross complaint shall be extended by the 30 days permitted

by Code of Civil Procedure section 1054(a) without further need of a specific court order.

DATED: May 11, 201

[redacted]



PE23-015 001484 LC SV



[redacted]

[redacted]

**Service of Process Transmittal Summary**

[redacted]

Image SOP

**REGISTERED AGENT CONTACT:**

C T Corporation System
1200 South Pine Island Road
Plantation, FL 33324
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the

[redacted]

[redacted]

included documents and taking appropriate action, including consulting with its legal
disclaims all liability for the information contained in this form, including for any omis
contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Wed, Oct 25, 2023
**Server Name:** Eric Deal

| | |
|---|---|
| Entity Served | [redacted] |
| Case Number | |
| Jurisdiction | |

| Inserts | | |
|---|---|---|
| | | |



[redacted]

FORD MOTOR COMPANY,

Defendant.

_____/

[redacted]

SUMMONS

Eric Deal S.P.S. 336

THE STATE OF FLORIDA:
To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons, a copy of the complaint or petition in this action, interrogatories, requests for production and requests for admission on defendant

**FORD MOTOR COMPANY**

Each defendant is required to serve written defenses to the complaint or petition on **Bryan Arcila**, plaintiff's attorney, whose address is **1363 Shermer Rd, Suite 212, Northbrook, IL 60062**, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED on OCT 19 2023

As Clerk of the Court
By _____
As Deputy Clerk

BRYAN ARCILA
KROHN & MOSS, LTD.
1363 SHERMER RD.
SUITE 212
NORTHBROOK, IL 60062
(312) 578-9428
FBN: 1022405

**If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Court Administration at Two Courthouse Square, Suite 6300, Kissimmee, Florida 34741, Telephone: (407) 343-2417 within two (2) working days of your receipt of this (describe notice); If you are hearing or voice impaired, call 1-800-955-8771.**

**Form 1.997 Civil Cover Sheet**

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form shall be filed by the plaintiff or petitioner for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to Florida Statutes section 25.075. (See instructions for completion).

---

[redacted]

Defendant Ford Motor Company

**II. AMOUNT OF CLAIM**
**Please indicate the estimated amount of the claim, rounded to the nearest dollar.** $29,812.37

**III. TYPE OF CASE** (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x in both the main category and subcategory boxes.

---

**CIRCUIT CIVIL**

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
  - ☐ Business governance
  - ☐ Business torts
  - ☐ Environmental/Toxic tort
  - ☐ Third party indemnification
  - ☐ Construction defect
  - ☐ Mass tort
  - ☐ Negligent security
  - ☐ Nursing home negligence
  - ☐ Premises liability—commercial
  - ☐ Premises liability—residential
  - ■ Products liability

- ☐ Real property/Mortgage foreclosure
  - ☐ Commercial foreclosure
  - ☐ Homestead residential foreclosure
  - ☐ Non-homestead residential foreclosure
  - ☐ Other real property actions

☐ Professional malpractice
- ☐ Malpractice – business
- ☐ Malpractice – medical
- ☐ Malpractice – other professional

☐ Other
- ☐ Antitrust/Trade regulation
- ☐ Business transactions
- ☐ Constitutional challenge – statute or ordinance
- ☐ Constitutional challenge – proposed amendment
- ☐ Corporate trusts
- ☐ Discrimination – employment or other
- ☐ Insurance claims
- ☐ Intellectual property
- ☐ Libel/Slander
- ☐ Shareholder derivative action
- ☐ Securities litigation
- ☐ Trade secrets
- ☐ Trust litigation

**COUNTY CIVIL**

☐ Civil
☐ Replevins
☐ Evictions
☐ Other civil (non-monetary)

**IV. REMEDIES SOUGHT** (check all that apply):
- ☒ monetary;
- ☐ non-monetary declaratory or injunctive relief;
- ☐ punitive

**V. NUMBER OF CAUSES OF ACTION**: (specify)

1- Breach of Warranty Pursuance to the Magnuson-Moss Warranty Act

**VI. IS THIS CASE A CLASS ACTION LAWSUIT?**
- ☐ yes
- ■ no

**VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**
- ■ no
- ☐ yes If "yes", list all related cases by name, case number, and court.

VIII. **IS JURY TRIAL DEMANDED IN COMPLAINT?**

☒ yes
☐ no

---

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and beli[redacted] comply with the requirements of Florida Rule of Judicial Adminis[redacted]

Signatur[redacted] Fla. Bar # 1022405
(Bar # if attorney)

Bryan A[redacted]
(type or print name)

9/13/2023
Date

**FORM 1.997. INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET**

Plaintiff must file this cover sheet with first paperwork filed in the action or proceeding (except small claims cases, probate, or family cases). Domestic and juvenile cases should be accompanied by a completed Florida Family Law Rules of Procedure Form 12.928, Cover Sheet for Family Court Cases. Failure to file a civil cover sheet in any civil case other than those excepted above may result in sanctions.

**I. Case Style.** Enter the name of the court, the appropriate case number assigned at the time of filing of the original complaint or petition, the name of the judge assigned (if applicable), and the name (last, first, middle initial) of plaintiff(s) and defendant(s).

**II. Amount of Claim.** Enter the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes and is not considered dispositive of the claim.

**III. Type of Case.** Place an "X" in the appropriate box. If the cause fits more than one type of case, select the most definitive. If the most definitive label is a subcategory (indented under a broader category label, place an "X" in the category and subcategory boxes. Definitions of the cases are provided below in the order they appear on the form.

**Circuit Civil**

(A) Condominium - all civil lawsuits pursuant to Chapter 718, Florida Statutes, in which a condominium association is a party.
(B) Contracts and indebtedness - all contract actions relating to promissory notes and other debts, including those arising from the sale of goods, but excluding contract disputes involving condominium associations.
(C) Eminent domain - all matters relating to the taking of private property for public use, including inverse condemnation by state agencies, political subdivisions, or public service corporations.
(D) Auto negligence - all matters arising out of a party's allegedly negligent operation of a motor vehicle.
(E) Negligence—other - all actions sounding in negligence, including statutory claims for relief on account of death or injury, that are not included in other main categories.
(F) Business governance - all matters relating to the management, administration, or control of a company.
(G) Business torts - all matters relating to liability for economic loss allegedly caused by interference with economic or business relationships.

(H) Environmental/Toxic tort - all matters relating to claims that violations of environmental regulatory provisions or exposure to a chemical caused injury or disease.
(I) Third party indemnification - all matters relating to liability transferred to a third party in a financial relationship.
(J) Construction defect - all civil lawsuits in which damage or injury was allegedly caused by defects in the construction of a structure.
(K) Mass tort - all matters relating to a civil action involving numerous plaintiffs against one or more defendants.
(L) Negligent security - all matters involving injury to a person or property allegedly resulting from insufficient security.
(M) Nursing home negligence - all matters involving injury to a nursing home resident resulting from negligence of nursing home staff or facilities.
(N) Premises liability—commercial - all matters involving injury to a person or property allegedly resulting from a defect on the premises of a commercial property.
(O) Premises liability—residential - all matters involving injury to a person or property allegedly resulting from a defect on the premises of a residential property.
(P) Products liability - all matters involving injury to a person or property allegedly resulting from the manufacture or sale of a defective product or from a failure to warn.
(Q) Real property/Mortgage foreclosure - all matters relating to the possession, title, or boundaries of real property. All matters involving foreclosures or sales of real property, including foreclosures associated with condominium associations or condominium units. (The amount of claim specified in Section II, of the form determines the filing fee pursuant to section 28.241, Florida Statutes.)
(R) Commercial foreclosure - all matters relating to the termination of a business owner's interest in commercial property by a lender to gain title or force a sale to satisfy the unpaid debt secured by the property.
(S) Homestead residential foreclosure - all matters relating to the termination of a residential property owner's interest by a lender to gain title or force a sale to satisfy the unpaid debt secured by the property where the property has been granted a homestead exemption.
(T) Non-homestead residential foreclosure - all matters relating to the termination of a residential property owner's interest by a lender to gain title or force a sale to satisfy the unpaid debt secured by the property where the property has not been granted a homestead exemption.
(U) Other real property actions - all matters relating to land, land improvements, or property rights not involving commercial or residential foreclosure.
(V) Professional malpractice - all professional malpractice lawsuits.
(W) Malpractice—business - all matters relating to a business's or business person's failure to exercise the degree of care and skill that someone in the same line of work would use under similar circumstances.
(X) Malpractice—medical - all matters relating to a doctor's failure to exercise the degree of care and skill that a physician or surgeon of the same medical specialty would use under similar circumstances.
(Y) Malpractice—other professional - all matters relating to negligence of those other than medical or business professionals.
(Z) Other - all civil matters not included in other categories.
(AA) Antitrust/Trade regulation - all matters relating to unfair methods of competition or unfair or deceptive business acts or practices.
(AB) Business transactions - all matters relating to actions that affect financial or economic interests.
(AC) Constitutional challenge—statute or ordinance – a challenge to a statute or ordinance, citing a violation of the Florida Constitution.
(AD) Constitutional challenge—proposed amendment – a challenge to a legislatively initiated proposed constitutional amendment, but excluding challenges to a citizen-initiated proposed constitutional amendment because the Florida Supreme Court has direct jurisdiction of such challenges.

(AE) Corporate trusts - all matters relating to the business activities of financial services companies or banks acting in a fiduciary capacity for investors.
(AF) Discrimination—employment or other - all matters relating to discrimination, including employment, sex, race, age, handicap, harassment, retaliation, or wages
(AG) Insurance claims - all matters relating to claims filed with an insurance company.
(AH) Intellectual property - all matters relating to intangible rights protecting commercially valuable products of the human intellect.
(AI) Libel/Slander - all matters relating to written, visual, oral, or aural defamation of character.
(AJ) Shareholder derivative action - all matters relating to actions by a corporation's shareholders to protect and benefit all shareholders against corporate management for improper management.
(AK) Securities litigation - all matters relating to the financial interest or instruments of a company or corporation.
(AL) Trade secrets - all matters relating to a formula, process, device, or other business information that is kept confidential to maintain an advantage over competitors.
(AM) Trust litigation – all civil matters involving guardianships, estates, or trusts and not appropriately filed in probate proceedings.

**County Civil**

(AN) Civil – all matters involving claims ranging from $8,001 through $30,000 in damages, exclusive of interest, costs, and attorney fees.
(AO) Replevins – all lawsuits pursuant to Chapter 78, Florida Statutes, involving claims up to $30,000.
(AP) Evictions – all matters involving the recovery of possession of leased land or rental property by process of law.
(AQ) Other Civil (non-monetary) – includes all other non-monetary county civil matters that were not described in the other county civil categories.

---

**IV. Remedies Sought.** Place an "X" in the appropriate box. If more than one remedy is sought in the complaint or petition, check all that apply.

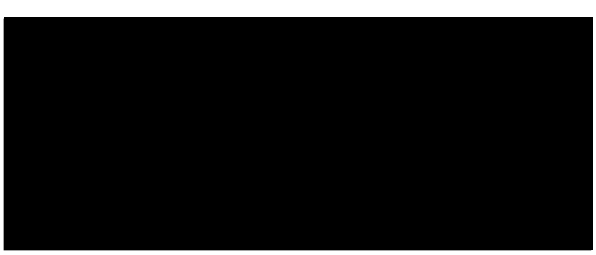
**V. Number of Causes of Action.** If the complaint or petition alleges more than one cause of action, note the number and the name of the cause of action.

**VI. Class Action.** Place an "X" in the appropriate box.

**VII. Related Cases.** Place an "X" in the appropriate box.

**VIII. Is Jury Trial Demanded In Complaint?** Check the appropriate box to indicate whether a jury trial is being demanded in the complaint

ATTORNEY OR PARTY SIGNATURE. Sign the civil cover sheet. Print legibly the name of the person signing the civil cover sheet. Attorneys must include a Florida Bar number. Insert the date the civil cover sheet is signed. Signature is a certification that the filer has provided accurate information on the civil cover sheet.



[redacted]

IN THE COUNTY COURT IN AND FOR
OSCEOLA COUNTY, FLORIDA

[redacted]

[redacted]

FORD MOTOR COMPANY,

Defendant.
_____/

**DESIGNATION OF EMAIL ADDRESSES**

Plaintiff, through her counsel, and pursuant to Rule 2.516(b)(1)(A) of the Florida Rules of Judicial Administration, hereby serves its designation of primary and secondary email addresses as follows:

| | | |
|---|---|---|
| Primary Email Address: | Brent Wikgren, Esq. | bwikgren@consumerlawcenter.com |
| Secondary Email Address: | Bryan Arcila, Esq. | barcila@consumerlawcenter.com |
| Secondary Email Address: | Natali Gerani | ngerani@consumerlawcenter.com |

**KROHN & MOSS, LTD.**

[redacted]

Filing # 183211701 E-Filed 10/04/2023 12:10:11 PM

IN THE COUNTY/CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR ORANGE AND OSCEOLA COUNTY, FLORIDA

IN RE: CIVIL CASE MANAGEMENT PLAN AND ORDER

_____/

**STANDING CASE MANAGEMENT PLAN/ORDER**
**(General Track)**

**PURSUANT TO *In re: Comprehensive COVID-19 Emergency Measures for Florida Trial Courts*, Fla. Admin. Order No. AOSC20-23 (Amendment 12)[1] (April 13, 2021)**, and Ninth Judicial Circuit Court Administrative Order No. 2021-04-01 (collectively the "Case Management Administrative Orders"), this case is before the Court for case management. Based on the case type of the initial filing in this case, the Case Management Administrative Orders, and pursuant to Rule 2.545, Fla. R. Gen. Prac. & Jud. Admin., the Court hereby establishes a case management plan. It is hereby

**ORDERED** that:

1. **COMPLIANCE WITH THIS CASE MANAGEMENT PLAN/ORDER:** The parties shall strictly comply with the terms of this Case Management Plan/Order, unless otherwise ordered by the Court. FAILURE TO COMPLY WITH ALL REQUIREMENTS OF THIS ORDER WILL RESULT IN THE IMPOSITION OF SANCTIONS. If the parties believe that an alternate plan is required or more appropriate, then the parties shall meet, confer and agree on a plan that complies with the time standards set forth in Rule 2.250, Fla. R. Gen. Prac. & Jud. Admin. The parties may submit an agreed upon plan to the division judge for consideration, or set the matter for a case management conference.

2. **ADDITIONAL NINTH CIRCUIT AND DIVISION SPECIFIC GUIDELINES:** All counsel and unrepresented parties shall familiarize themselves and comply with the requirements of the following: (i) **Amended Administrative Order Establishing the Ninth Judicial Circuit Court Circuit Civil Court Guidelines** (AO 2012-03-01); (ii) **Amended Administrative Order Establishing the Ninth Judicial Circuit Courtroom Decorum Policy** (AO 2003-07-02) (iii) **Amended Administrative Order Establishing the Ninth Judicial Circuit Court County Civil Court Guidelines, Orange County** (AO2017-04-01) and (iv) any division-specific guidelines that may be applicable.

[1] Administrative Order No. AOSC20-23 terminated at 12:01 a.m. on June 21, 2021 and was replaced by Administrative Order No. AOSC21-17.

3. **MODIFICATION OF THIS ORDER:** The parties may not, individually or by agreement, alter or extend the deadlines in this Order, or waive any of the provisions of this Order. The provisions of this Order may be modified only upon motion/stipulation and Court order in accordance with applicable law.

4. **SERVICE OF THIS ORDER WITH INITIAL PROCESS:** Pursuant to the Case Management Orders, the Plaintiff shall file a copy of this Order in the case. Any party serving an initial pleading (complaint, third-party complaint, etc.) in this case shall serve a copy of this Order together with initial service of process.

**CASE MANAGEMENT PLAN – GENERAL TRACK**

*Note: All dates are to be calculated from the date of filing of the initial complaint unless otherwise noted.*

| | |
|---|---|
| Deadline for Service of Process: | 120 days |
| Deadline for Service of Process extended if not accomplished within 120 days: | 150 days, failing same, all unserved defendants are dismissed without prejudice |
| Deadline for Leave to Add Parties and Amend Pleadings: | Motions must be set for hearing and heard within 90 days from service on the last defendant, or deemed abandoned and denied |
| Motions to Dismiss, Motions for More Definite Statement, Motions to Strike and any objections to the pleadings: | Must be set for hearing and heard within 60 days from filing of the motion/objection, or deemed abandoned and denied. Non-movant shall timely submit a proposed order in the event the motion/objection is deemed abandoned and denied |
| Deadline for Completion of Fact and Expert Discovery: | 450 days (additional disclosure and discovery deadlines will be established by the Uniform Order Setting Pre-Trial and Trial in the case) |
| Pre-trial Motions, including Dispositive and *Daubert* Motions | Must be filed no later than 15 days after completion of discovery and heard no later than 7 days prior to the pre-trial conference, or deemed abandoned and denied |
| Mediation/Alternative Dispute Resolution | Within 30 days after completion of the depositions of all parties, counsel shall meet and confer regarding whether an early mediation would be productive to resolution of certain issues or the entire case. A final mediation shall occur no later than 30 days after completion of all discovery |

| | |
|---|---|
| Approximate Pre-Trial Conference: | 17 months<br>*Actual Date to be set by Trial Order* |
| Approximate Trial Date: | 18 months<br>*Actual date to be set by Trial Order* |

5. **NOTICES FOR TRIAL:** Within ten (10) days of the case being at issue as defined by Rule 1.440, Fla. R. Civ. P., the Plaintiff shall confer with opposing counsel/party regarding the anticipated length of trial and file a Notice for Trial. The Plaintiff shall forward a copy of the Notice for Trial to the Judicial Assistant at the Division email address noted on the Ninth Circuit website.

6. **DISCOVERY:** All counsel and unrepresented parties shall familiarize themselves with the current edition of the Florida Handbook on Civil Discovery Practice and seek to resolve discovery issues without court intervention whenever possible.

7. **SETTLEMENT:** *The case will not be removed from the docket until all documents necessary for closure of the case are filed with the Clerk and notification has been provided to the judicial assistant. A notice of settlement is not sufficient to remove the case from the trial docket.*

**DONE AND ORDERED** in Orange/Osceola County, Florida.

[redacted]
Chief Judge

**If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator in your county at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days. If you are hearing or voice impaired, call 711.**

**ORANGE COUNTY: Human Resources, Orange County Courthouse, 425 N. Orange Avenue, Suite 510, Orlando, Florida, (407) 836-2303**

**OSCEOLA COUNTY: Court Administration, Osceola County Courthouse, 2 Courthouse Square, Suite 6300, Kissimmee, Florida, (407) 742-2417**

REV 04/29/2021

[redacted]

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

_____/

**COMPLAINT AND WRITTEN DISCOVERY REQUESTS**

NOW COMES Plaintiff, [redacted] by and through Plaintiff's attorneys, KROHN & MOSS, LTD., and for Plaintiff's Complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

**[redacted]RTIES**

1. Plaintiff, [redacted] ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Florida.

2. Defendant, FORD MOTOR COMPANY, ("Manufacturer") is a foreign corporation authorized to do business in the State of Florida, County of Osceola, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Kisselback Ford ("Seller"). Manufacturer does business in all counties of the State of Florida including Osceola County, and maintains offices in the County of Osceola, State of Florida.

## JURISDICTION

3. This is an action seeking damages in excess of $8,000, exclusive of attorneys' fees and court costs but less than $50,000, exclusive of attorneys' fees and court costs.

## BACKGROUND

4. On or about November 29, 2018, Plaintiff purchased from Seller a 2018 Ford Ecosport ("Ecosport"), manufactured and distributed by Manufacturer, Vehicle Identification No. [redacted], for valuable consideration (See Copy of Finance Contract, attached hereto as Exhibit "A").

5. The price of the Ecosport, including all collateral charges including registration charges, document fees, sales tax, bank charges and finance charges, totaled approximately $29,812.37.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer through its authorized dealership network, the Ecosport did not operate properly at all times.

7. Manufacturer engaged in an aggressive advertising and marketing campaign in order to induce Plaintiff and other consumers to purchase its vehicles from a dealership that was authorized by Manufacturer to sell its vehicles and issue its written warranties to consumers.

8. Manufacturer was in direct privity with Plaintiff based upon its role in the sale, distribution, and repair of the subject vehicle through its authorized sales and servicing agents including Seller as evidenced by the following:

a. Manufacturer enters into sales and servicing agreements with its authorized dealers that are located in numerous counties of this state including the county wherein this lawsuit was filed.

b. Manufacturer requires its authorized dealers to display Manufacturer's logo on each authorized dealer's sign outside the dealer.

c. Manufacturer requires its authorized dealers to display Manufacturer's logo on the uniforms of authorized dealers' service personnel.

d. Manufacturer requires its authorized dealers to display Manufacturer's logo on the repair records that are given to authorized dealers' customers as receipts for service to their vehicles.

e. Manufacturer requires its authorized dealers to seek authorization for performing repairs as covered by Manufacturer's warranty.

f. Manufacturer makes the final decision as to whether or not repairs made to a vehicle are to be covered by Manufacturer's warranty.

g. Manufacturer reimburses its authorized dealers for repairs covered by Manufacturer's warranty.

h. Manufacturer requires its authorized dealers to document repairs on repair invoices in a method prescribed by Manufacturer.

i. Manufacturer provides its authorized dealers with specific limitations on the amount of time its dealers may seek reimbursement for specific warranty repairs to a vehicle.

j. Manufacturer requires its authorized dealers to provide its customers with Manufacturer's written warranty when a new vehicle is sold by Manufacturer's authorized dealer.

k. Finally, Manufacturer supervises each and every authorized dealer through a system of zone offices that is set up to monitor dealerships located within each respective county of the State of Florida.

l. Manufacturer provides its authorized dealers with repair manuals and service bulletins to repair vehicles manufactured and/or distributed by Manufacturer.

9. In consideration for the purchase of the Ecosport, Manufacturer issued and supplied to Plaintiff its written warranty, which included three (3) years or thirty-six thousand (36,000) mile bumper to bumper coverage, five (5) year or sixty-thousand (60,000) mile power train warranty, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet. (See Copy of Warranty Booklet, attached hereto as Exhibit "B").

10. Based on the issuance of its written warranty and its contacts with Plaintiff as detailed as paragraphs seven (7) through nine (9) above, Manufacturer was in contractual privity with the Plaintiff.

11. On or about November 29, 2018, Plaintiff took possession of the Ecosport and shortly thereafter experienced the various defects listed below that impaired the use, value and/or safety of the Ecosport.

12. Plaintiff delivered the Ecosport to Manufacturer, through its authorized dealership network, on numerous occasions.

13. Plaintiff avers that the Ecosport has been subject to repair on at least three (3) occasions for the same defect, and that the defect remains uncorrected.

14. Plaintiff brought the Ecosport to Seller and/or an authorized service dealer of Manufacturer for various defects and nonconformities, including but not limited to:

a. Defective engine, transmission and/or electrical system as evidenced by the vehicle is overheating, the check engine light is on, and the wrench light is on and not shifting; and,

b. Any additional defects in the subject vehicle as reflected in the repair documents generated by Defendant's authorized dealer network and in Defendant's internal repair records for the subject vehicle.

15. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Ecosport.

16. Manufacturer was unable and/or failed to adequately repair the defects in Plaintiff's Ecosport as provided in Manufacturer's warranty.

17. The limited repair or replacement remedy contained with Manufacturer's warranty failed of its essential purpose pursuant to F.S.A. § 672.719(2) due to Manufacturer's failure to repair the Ecosport within a reasonable time.

18. Manufacturer was unable and/or failed to adequately repair the defects in the Ecosport as provided in Manufacturer's warranty after being afforded a reasonable opportunity to cure pursuant to 15 U.S.C. § 2310(e).

19. Plaintiff justifiably lost confidence in the Ecosport's safety and/or reliability, and said defects have substantially impaired the value of the Ecosport to Plaintiff.

20. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Ecosport.

21. Per the directive in Manufacturer's written warranty as described above, Manufacturer designated its authorized dealers as the entities to receive notice of defects in the Ecosport for purposes of performing repairs on the vehicle.

22. Manufacturer was further notified of the defects in Plaintiff's vehicle as a result of Manufacturer's approval of warranty claims on the vehicle and reimbursement to its dealers of the same.

23. As a result of these defects and Manufacturer's failure to timely repair the same, Plaintiff notified Manufacturer of the defects in writing prior to filing this instant lawsuit.

24. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its written warranty.

**COUNT I**
**BREACH OF WRITTEN WARRANTY**
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**
**MANUFACTURER**

25. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-24 of this Complaint.

26. Plaintiff is a purchaser of a consumer product who received the Ecosport during the duration of a written warranty period applicable to the Ecosport and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

27. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

28. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

29. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the Ecosport was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars ($10.00).

30. Plaintiff's purchase of the Ecosport was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Ecosport to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Ecosport in the event that the Ecosport failed to meet the specifications set forth in Manufacturer's warranty.

31. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Ecosport to Plaintiff.

32. Said purchase of Plaintiff's Ecosport was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

33. Plaintiff has met all of Plaintiff's obligations and preconditions as provided in the written warranties.

34. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages and, in accordance with 15 U.S.C. § 2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

35. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. Diminution in value of the vehicle, and incurred and/or needed costs of repair, or, alternatively, the cost of cover as provided by Fla. Stat. § 672.712;
b. All incidental and consequential damages incurred;
c. Reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and

d. An order of the Court in its equitable capacity directing Defendant to properly and completely repair any outstanding defects in the vehicle and such other and further relief that the Court deems just and appropriate.

***PLAINTIFF DEMANDS A TRIAL BY JURY***



**EXHIBIT A**

[redacted]

Page 2 as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract.

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate | FINANCE CHARGE<br>The dollar amount the credit will cost you | Amount Financed<br>The amount of credit provided to you or on your behalf | Total of Payments<br>The amount you will have paid when you have made all scheduled payments | Total Sale Price<br>The total cost of your purchase on credit, including your downpayment of $ 2.99 |
|---|---|---|---|---|
| 2.90 % | $ 2,512.29 | $ 27,297.15 | $ 29,809.44 | $ 29,812.37 |

1-800-727-7000

Ford | FORD CREDIT

www.fordcredit.com

Your Payment Schedule Will be:

| Number of Payments | Amount of Payments | When Payments are Due |
|---|---|---|
| | | Monthly unless otherwise checked<br>☐ Semi-Annually ☐ Annually |
| 72 | $414.02 | starting 01/13/2019 |
| | | |
| | | |
| | | |
| | | |

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.
**Security Interest:** You are giving a security interest in the vehicle being purchased.
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount.
**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

## BALLOON CONTRACT PROVISIONS

☐ Your last scheduled payment under this contract is a balloon payment.

**EXCESS WEAR, USE AND MILEAGE CHARGES**
If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to transfer ownership of the vehicle to Creditor under Paragraph B, you must pay the Creditor $0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

**The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.**

Florida documentary stamp tax required by law in the amount of $ 95.55 has been paid or will be paid directly to the Department of Revenue.
**Certificate of Registration #39-8000747771-3**



T221072391-DP221072392 - This copy was created on Thu Nov 29 09:30:24 GMT 2018

PE23-015 001508 LC SV

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

[redacted]

| | | |
|---|---|---|
| **1. Cash Price** | | $ 24,713.03 (1) |
| **2. Down Payment** | | |
| **Third Party Rebate Assigned to Creditor** | | $ N/A |
| **Cash Paid** | | $ 200.00 |
| Manuf. Rebate | | $ 2,250.00 |
| **Trade-In** (description above) | | $ -2,447.07 |
| **Total Down Payment** | | $ 2.93 (2) |
| **3. Unpaid Balance of Cash Price** (1 minus 2) | | $ 24,710.10 (3) |
| **4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)** | | |
| **To Public Officials** | | |
| (i) for license, title & registration fees $ N/A; | | |
| (ii) for official fees $ N/A; | | |
| (iii) for documentary stamps $ 95.55; | | |
| (iv) for taxes (not in Cash Price) $ 114.00 | | $ 209.55 |
| **To Insurance Companies for:** | | |
| **Credit Life Insurance** | | $ N/A |
| **Credit Disability Insurance** | | $ N/A |
| N/A | | $ N/A |
| N/A | | $ N/A |
| **To** Ford Extended Service Coverage | **for** Service Plan | $ 1,520.00 |
| **To** Premier Dealer Services | **for** GAP Waiver | $ 849.00 |
| **To** State of FL | **for** Tire Fee | $ 5.00 |
| **To** State of FL | **for** Battery Fee | $ 1.50 |
| **To** State of FL | **for** Motor Veh. Warranty Trust Fund | $ 2.00 |
| **To** N/A | **for** N/A | $ N/A |
| **To** N/A | **for** N/A | $ N/A |
| **To** N/A | **for** N/A | $ N/A |
| **To** N/A | **for** N/A | $ N/A |
| **To** N/A | **for** N/A | $ N/A |
| **Total** | | $ 2,587.05 (4) |
| **5. Amount Financed** (3 plus 4) | | $ 27,297.15 (5) |

**Debt Cancellation Waiver Addendum (Optional)**

Purchase of the debt cancellation waiver is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. By signing below you agree to [redacted] s contract in the Itemization of Amount Financed under section 4.

[redacted]



e-17609-B-SI

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

T221072391-DP221072392 - This copy was created on Thu Nov 29 09:30:24 GMT 2018

This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC

## INSURANCE

**YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.**

1. Buyer understands that he has the option of assigning any other policy or policies Buyer owns or may procure for the purpose of covering this retail instalment sale and the policy need not be purchased from the Creditor in order to obtain credit.

B N/A — Buyer Signs

B N/A — Co-Buyer Signs

2. Buyer understands that the credit life coverage may be deferred if, at the time of application, Buyer is unable to engage in employment or unable to perform normal activities of a person of like age and sex, if the proposed credit life insurance policy contains this restriction.

C N/A — Buyer Signs

C N/A — Co-Buyer Signs

3. Buyer understands that the benefits under the policy will terminate when Buyer reaches a certain age and that Buyer's age is accurately represented on the application or policy.

D N/A — Buyer Signs

D N/A — Co-Buyer Signs

**Credit Life**

N/A (Insurance Company) $ N/A (Premium) N/A (Insured(s))

You want Credit Life Insurance.

E N/A — Buyer Signs

E N/A — Co-Buyer Signs

**Credit Disability**

N/A (Insurance Company) $ N/A (Premium) N/A (Insured(s))

You want Credit Disability Insurance.

F N/A — Buyer Signs

F N/A — Co-Buyer Signs

**Other Optional Insurance**

| Coverage | Insurance Company | Premium | Term in Months |
|---|---|---|---|
| Service Plan | Ford Extended Service Coverage | $ 1,520.00 | 72 |
| N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A |

[redacted]



T221072391-DP221072392 - This copy was created on Thu Nov 29 09:30:24 GMT 2018

PE23-015 001510 LC SV

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC.

## ADDITIONAL AGREEMENTS

**A. Payments:** You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.
Upon your request, Assignee may agree to allow you to extend the due date of all or any part of any installment payment for an extension fee of $15.00. You will also be required to extend the insurance coverage required by the contract to cover the extension period. In addition to the extension fee, you will also be required to pay any additional finance charges which accrue as a result of your being allowed to extend your payment.

**B. Balloon Payment Contracts:** If your last scheduled payment under this contract is a balloon payment as indicated on Page 1 of this contract, you have three options to handle the balloon payment.
First, you may pay all that you owe, and keep your motor vehicle.
Second, you may refinance all that you owe unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The refinancing Annual Percentage Rate (APR) will be agreed to by you and the Creditor at the time of refinancing and will not exceed the maximum APR permitted by law. Your refinanced monthly payment will be the same as in this contract if the refinanced amount will be fully paid in 36 months or less. Otherwise, your monthly payment will be the amount needed to fully pay the refinanced amount in 36 months. If you wish to refinance, you must notify the Creditor in writing no later than 30 days prior to the balloon payment due date.
Third, you may transfer ownership of the vehicle to the Creditor, and an amount equal to your originally scheduled balloon payment will be applied toward the satisfaction of all that you owe. Creditor will add a $475 Disposal Fee to the amount that you owe and, if applicable, will add any excess mileage charges (as described on Page 1 of this contract) and any estimated costs of vehicle repairs that are the result of excess wear and use (as described in Paragraph C). If the amount of your originally scheduled balloon payment does not satisfy all that you owe, you will pay the difference. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the balloon payment due date. After the inspection, if you decide to transfer ownership of the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the balloon payment due date. At that time, you must provide the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. You must also provide other documents as needed. If you decide not to transfer ownership of the vehicle after inspection, you must immediately inform the Creditor if you want to refinance under the second option above.

**C. Damage Repair:** If your last scheduled payment under this contract is a balloon payment and you transfer ownership of the vehicle to the Creditor under Paragraph B, you are responsible for all repairs to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) tires that have sidewall damage/plugs, exposed cords/belts, or are unmatched for vehicle or unsafe; (b) electrical or mechanical defects or malfunctions; (c) glass, paint, body panels, trim and grill work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented; (d) interior rips, stains, burns or damaged areas; (e) replacement of any missing equipment or parts that were in or on the vehicle when delivered; and (f) all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of sheet metal and all other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the vehicle must not invalidate any warranty. You will owe the estimated costs of such repairs unless repairs are made at your expense prior to the transfer of ownership of the vehicle to the Creditor. You will maintain the odometer of the vehicle so that it always reflects the vehicle's actual mileage. If the odometer is at any time inoperative, you will provide reasonable evidence of the vehicle's actual mileage. If you are unable to do so, you will pay us our estimate of any reduction of the vehicle's wholesale value caused by the inability to determine the vehicle's actual mileage.

**D. Security Interest:** You give the Creditor a security interest in:
1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

**E. Use of Vehicle - Warranties:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. **If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.**

True and Accurate Completed Copy - UCC Non-Authoritative Copy
True and Accurate Completed Copy - UCC Non-Authoritative Copy



T221072391-DP221072392 - This copy was created on Thu Nov 29 09:30:24 GMT 2018

PE23-015 001511 LC SV

**F. Vehicle Insurance:** You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. **If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.**
**You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.**

**G. Returned Insurance Premiums and Service Contract Charges:** This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refund will be paid to you.

**H. Default:** You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

**I. Repossession:** If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in or on the vehicle when repossessed and hold them for you.

**J. Your Right to Redeem:** If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

**K. Disposition of Motor Vehicle:** If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left (surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay the amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

**L. Collection Costs:** Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

**M. Consumer Reports:** You authorize the Assignee to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

**N. Servicing and Collection:** You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

**O. Applicable Law:** You agree that this contract will be governed by the laws of the state of Florida.

**P. General:** This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

**Q. Electronic Records and Signatures and Conversion to Paper:** You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.
There will be one authoritative copy of this contract. It will be the electronic copy in a document management system the Creditor designates for storing it.
The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC.

## FTC NOTICES

**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.***

**Used Motor Vehicle Buyers Guide.** If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle.

**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: Guia para compradors de vehiculos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.**

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

**Limited Right to Cancel**

a) You understand that Seller is delivering the vehicle to you on the date this contract is signed even though the Seller may still need to verify your credit and assign this contract to a financial institution. You agree that Seller has the number of days stated on page 8 of this contract to identify a financial institution that will accept this contract and assign it to that financial institution. If Seller cannot identify a financial institution that will accept this contract on terms acceptable to the Seller within the number of days stated on page 8 of this contract, either you or Seller may cancel this contract.

b) Seller will notify you if Seller elects to cancel this contract under paragraph (a). Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as you bought it except for reasonable wear and tear. If you do not return the vehicle immediately, Seller may obtain it using any available legal remedies and you will be liable for all expenses related to retaking the vehicle. You may cancel this contract under paragraph (a) only by returning the vehicle to Seller in the same condition as you bought it except for reasonable wear and tear. Upon return of the vehicle, Seller must give back to you all consideration you provided to Seller for the purchase of the vehicle. You will have the option of paying the remaining balance to purchase the vehicle or negotiating new financing terms with Seller.

c) The terms of this contract are in full force while the vehicle is in your possession. You agree to maintain the insurance required by this contract and are responsible for any loss or damage to the vehicle. You agree to pay Seller the cost of repairing any damage to the vehicle while it is in your possession and to hold Seller harmless from any expenses, costs and fees arising out of any act pertaining to the operation of the vehicle while it is in your possession.

d) Nothing in this section gives you the right to cancel this contract for reasons unrelated to our assignment of this contract. The terms of this limited right to cancel will survive cancellation of this contract.

## GUARANTY

To cause the Seller to sell the vehicle described in this contract to the Buyer on credit, the person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, the person who signs as a guarantor will pay it when asked. The Guarantor who signs below agrees to be liable for the whole amount owed. The Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments or (b) releases any security. The Guarantor will receive a completed paper copy of this contract and this Guaranty at the time of electronically signing.

Guarantor N/A

Address N/A

Guarantor Signs H N/A



T221072391-DP221072392 - This copy was created on Thu Nov 29 09:30:24 GMT 2018

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

PE23-015 001513 LC SV

This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC.

## READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY
## ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

**RIGHTS YOU AND WE AGREE TO GIVE UP**
If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**
- **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

**RIGHTS YOU AND WE DO NOT GIVE UP:** If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and (5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds $200, we will pay the amount in excess of $200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy



T221072391-DP221072392 - This copy was created on Thu Nov 29 09:30:24 GMT 2018

[redacted]

**The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.**

**LIMITED RIGHT TO CANCEL**

By signing below, the Buyer and Co-buyer agree that the section on page 6 of this contract entitled "Limited Right to Cancel" will

[redacted]

a) Do not sign this contract before you read it or if it contains any blank spaces.
b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Buyer (and Co-Buyer) acknowledge that (i) before electronically signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in paper copy of this contract and (ii) at the time of electronically signing this contract, Buyer (and Co-Buyer) received a true and completely filled in paper copy of this contract.

[redacted]

True and Accurate Completed Copy - UCC Non-Authoritative Copy

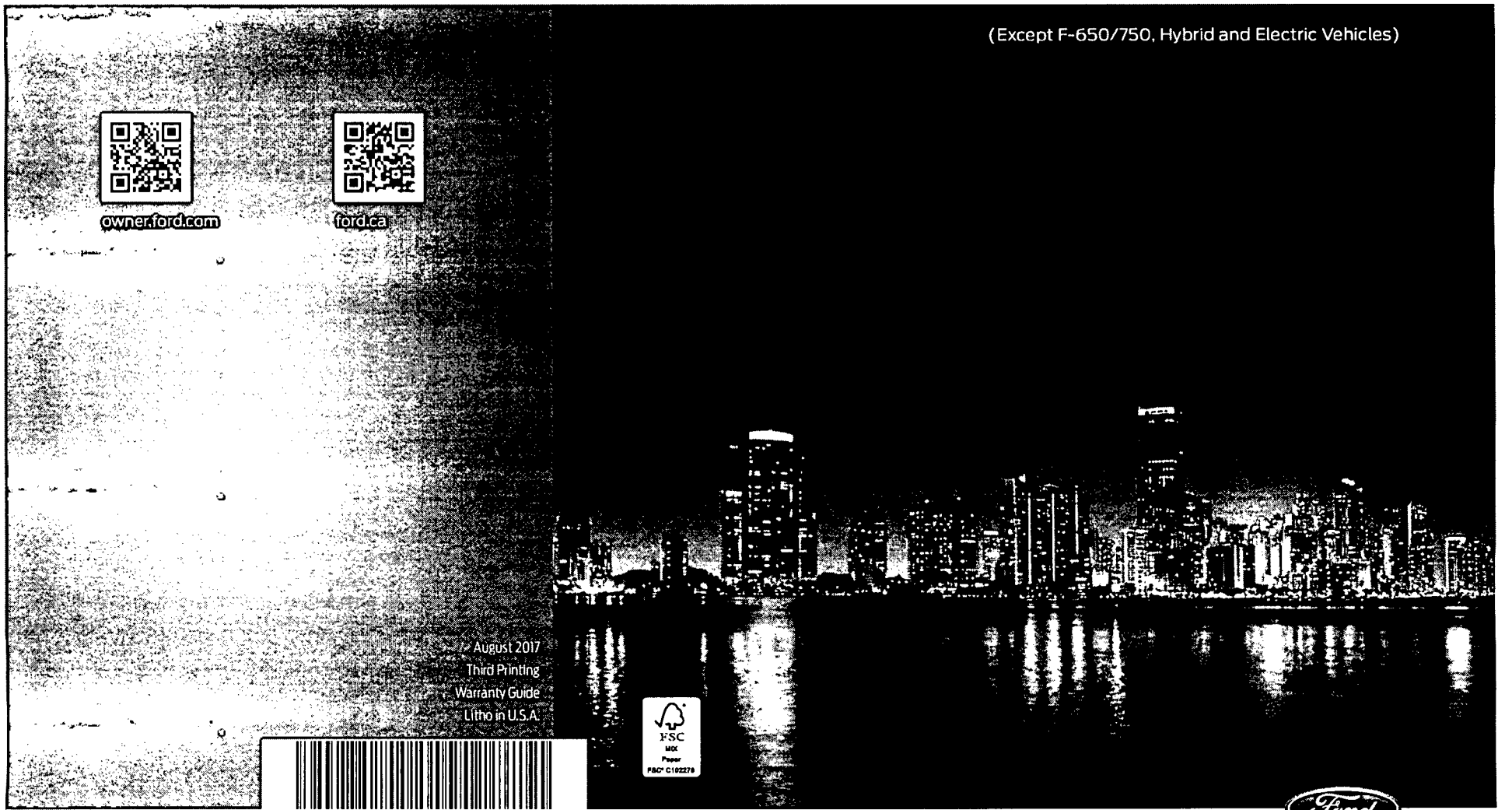
nd Accurate Completed Co



T221072391-DP221072392 - This copy was created on Thu Nov 29 09:30:24 GMT 2018

2018 Model Year **Ford Warranty Guide**

(Except F-650/750, Hybrid and Electric Vehicles)



owner.ford.com

ford.ca

August 2017
Third Printing
Warranty Guide
Litho in U.S.A.

FSC MIX Paper FSC® C102278

JW7J 19T201 DA

PE23-015 001516 LC SV



Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.

2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.

3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

| **In the United States:** | **In Canada:** |
|---|---|
| Ford Motor Company<br>Customer Relationship Center<br>P.O. Box 6248<br>Dearborn, MI 48121<br>1-800-392-3673 (FORD)<br>(TDD for the hearing impaired:<br>1-800-232-5952)<br>www.owner.ford.com | Customer Relationship Centre<br>Ford Motor Company<br>of Canada, Limited<br>P.O. Box 2000<br>Oakville, Ontario L6J 5E4<br>1-800-565-3673 (FORD)<br>www.ford.ca |
| **In Asia-Pacific Region, Sub-Saharan Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel:** | **In Puerto Rico:** |
| Ford Motor Company<br>Ford Export Operations<br>Attention: Customer Relations<br>1555 Fairlane Drive<br>Fairlane Business Park #3<br>Allen Park, MI 48101<br>Telephone: (313) 594-4857<br>For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number:<br>(800) 841-FORD (3673)<br>Fax: (313) 390-0804<br>E-mail: expcac@ford.com | Ford International<br>Business Development, Inc.<br>P.O. Box 11957<br>Caparra Heights Station<br>San Juan, PR 00922-1957<br>Telephone: (800) 841-FORD (3673)<br>Fax: (313) 390-0804<br>E-mail: prcac@ford.com<br>www.ford.com.pr |
| **In Middle East:** | |
| Ford Middle East<br>Customer Relationship Center<br>P.O. Box 21470<br>Dubai, United Arab Emirates<br>Telephone: 971-4-3326084<br>Toll-free Number for the Kingdom of Saudi Arabia:<br>800 8971409<br>Local Telephone Number for Kuwait:<br>24810575<br>Fax: 971-4-3327299<br>E-mail: menacac@ford.com<br>www.me.ford.com | |

## Table of Contents


1. INTRODUCTION 1

2. IMPORTANT INFORMATION YOU SHOULD KNOW 2

   If You Need Customer Assistance 2

   Know When Your Warranty Begins 2

   Check Your Vehicle 2

   Maintain Your Vehicle Properly 2

   Who Pays For Warranty Repairs? 3

   Do Warranties Apply In Other Countries? 4

3. THE NEW VEHICLE LIMITED WARRANTY FOR YOUR 2018-MODEL VEHICLE 5

   Limitations And Disclaimers 5

   What Is Covered? 8

   What Is Not Covered? 12

4. IN ADDITION ... 16

   Roadside Service Assistance (United States, Puerto Rico, And U.S. Virgin Islands) 16

5. FEDERAL REQUIREMENTS FOR EMISSIONS WARRANTIES 17

   What Is Covered? 20

   What Is Not Covered? 21

6. CALIFORNIA REQUIREMENTS FOR EMISSIONS WARRANTIES 22

   What Is Covered? 26

   What Is Not Covered? 29

7. ADDITIONAL INFORMATION ABOUT YOUR EMISSIONS WARRANTY COVERAGE, UNDER FEDERAL AND CALIFORNIA REQUIREMENTS 30

8. NOISE EMISSIONS WARRANTY 32

9. FORD PROTECT EXTENDED SERVICE PLAN 33

10. BETTER BUSINESS BUREAU (BBB) AUTO LINE PROGRAM 34

11. STATE WARRANTY ENFORCEMENT LAWS 35

12. IMPORTANT INFORMATION ABOUT AMBULANCE CONVERSIONS 36

# 1. Introduction

**Ford Motor Company** and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

This booklet explains in detail the warranty coverages that apply to your 2018-model car or light truck. If you bought a previously owned 2018-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 17-32).

## 2. Important information you should know

### IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 34 or call 1-800-955-5100.

### KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

### CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

### MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner's Manual** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Owner's Manual will invalidate warranty coverage on

parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Owner's Manual**.

Your Ford or Lincoln dealership, or Ford or Lincoln Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

## WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

## DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

## 3. The New Vehicle Limited Warranty for your 2018-model vehicle

### LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

These implied warranties do not apply at all if you use your vehicle for business or commercial purposes. In addition, the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

**NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 17-31.**

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law". If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

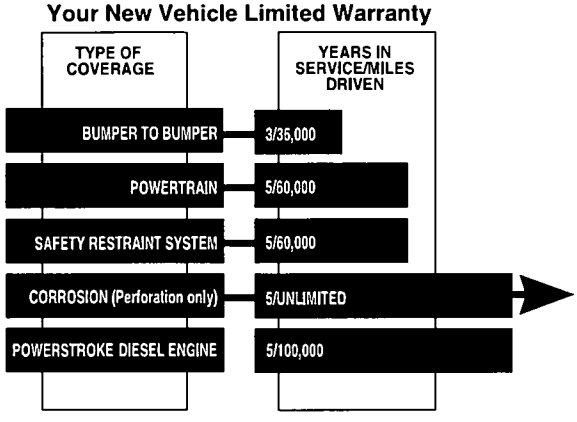
For more information regarding the BBB AUTO LINE program, see page 34 of this booklet.

## QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven




The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:


➡ **What is Covered?** (pages 8-12)

➡ **What is Not Covered?** (pages 12-15)


## WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

| MILES DRIVEN | PERCENT OF PARTS COVERED BY FORD |
|---|---|
| 1-12,000 | 100% |
| 12,001-24,000 | 60% |
| 24,001-36,000 | 30% |

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 15 for details of what is not covered.

**Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,**

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine:** all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

**Transmission:** all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, front bearings, seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, rear bearings, center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints.
**Four-Wheel/All-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the PowerStroke Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator or frame mounted fuel filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator,

powertrain control module, high pressure fuel injection pump assembly, injectors, injection pressure sensor, fuel rail pressure sensor, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

**NOTE:** Some components may also be covered by the Emissions Warranties. For more information, see pages 17-31.

If you own or lease a 2018-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida and New York.

## WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

### Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

### Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)

- the installation or use of a non-Ford Motor Company part or software (other than a certified emissions part or software) or any part or software (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips".

  Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider. For Ford Motor Company software see End User License Agreement found in the Owner Manual.

### Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (which ever occurs first), even though caused by use and/or exposure to the elements.

### Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- wiper blades*
- wheel alignments and tire balancing*
- brake pad/lining*

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.
- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

### SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs of certain damage or loss, such as:

- Loss of personal recording media, software or data
- Loss, change, or discontinuation of functionality because of:
  - system updates to Ford Motor Company software or lack of compatibility with non-Ford Motor Company electronic devices
  - non-Ford Motor Company software, or
  - obsolescence of vehicle software or hardware
  - lack of network coverage or availability
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots

- installation of unauthorized software, peripherals and attachments
- unauthorized, unapproved and/or incompatible repairs, upgrades and modification
- the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

### Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

### Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 36)
- Aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.

## 4. In addition ...

### ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles of the disablement
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurrences in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- Jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winch out services: includes pulling a vehicle within 100 feet of a paved or county maintained road. No recoveries.

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by another Ford warranty, Ford will provide a refund for the tow charge under the other warranty, through the dealership.

**For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.**

Ford Rent-A-Car (FRAC) and Dealer Daily Rental (DDR) vehicles that must be towed because a covered repair failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

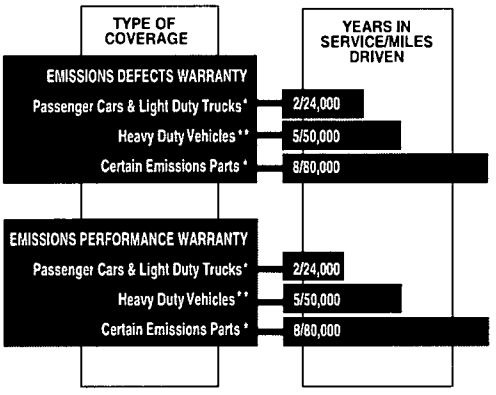
## 5. Federal requirements for emissions warranties

### QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

**Emissions Warranties for Your Vehicle**




* Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)
** Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 19,500 pounds gross vehicle weight rating (GVWR). Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:


- ➡ **Emissions Defect Warranty** (page 18)
- ➡ **Emissions Performance Warranty** (page 19)
- ➡ **What is Covered?** (pages 20-21)
- ➡ **What is Not Covered?** (page 21)

## EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. A list of emission-related parts can be found in **What is Covered?** on pages 20-21.

The warranty coverage period for:

- The emissions defects warranty coverage period for passenger cars and light duty trucks (applies to vehicles up to 8,500 pound GVWR) is as follows:
  — 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the Battery Energy Control Module (BECM).
  — 2 years or 24,000 miles (whichever occurs first) for all other covered parts. (Note: Ford's 3-year, 36,000-mile bumper-to-bumper coverage, as described above, surpasses this mandatory federal coverage.)
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  — The emissions warranty coverage period for heavy duty vehicles (HDVs) is 5 years or 50,000 miles (whichever comes first) for all parts covered by your emissions warranty.

  • **Only for HDVs not designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** The 5 year/50,000 mile warranty includes coverage of components whose failure would increase the vehicle's emissions of air conditioning refrigerants.

  • **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with emission standards are covered for 2 years or 24,000 miles, whichever comes first.

## EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner's Manual** and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars and light duty trucks (applies to vehicles up to 8,500 pounds GVWR) is as follows:
  — 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emissions control unit, and onboard emissions diagnostic devices.
  — 2 years or 24,000 miles (whichever occurs first) for all other covered parts .
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  — 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See **WHAT IS COVERED?** below for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

## WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV system and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

### Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by the emissions performance warranty. For questions about emission-related parts, contact your dealer.

### WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

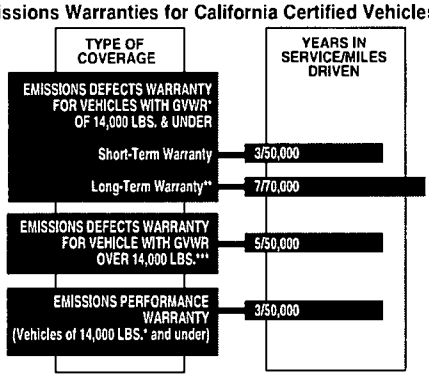
**U.S. Environmental Protection Agency**
**Office of Transportation and Air Quality**
**Compliance Division, Light-Duty Vehicle Group**
**Attn: Warranty Complaints**
**2000 Traverwood Drive**
**Ann Arbor, MI 48105**
**Email: complianceinfo@epa.gov**

# 6. California requirements for emissions warranties

## QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 17).

**Emissions Warranties for California Certified Vehicles**




* Gross Vehicle Weight Rating
** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up to 14,000 GVWR).
*** Diesel engine vehicles over 14,000 pounds GVWR are covered for 5 years or 100,000 miles.

### Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state[1] that has adopted and is enforcing California emission warranty regulations applicable for your vehicle at the time of repair, and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

[1] Subject to change, the following states have adopted and are enforcing California emission warranty regulations:

- **Passenger Car & Light-duty Trucks** (up to 8,500 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington
- **Medium-Duty Passenger Vehicles** (up to 10,000 pounds GVWR designed primarily for the transportation of persons. Excludes incomplete trucks, trucks with a seating capacity either over twelve persons total or over nine persons rearward of the driver's seat, or trucks with an open cargo area of at least six feet of interior length): California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, Vermont and Washington
- **Medium-Duty Vehicles** (over 8,500 pounds GVWR up to 14,000 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, and Vermont.
- **Light Heavy-Duty Diesel Engine Vehicles** (over 14,000 pounds GVWR up to 19,500 pounds GVWR) - California, Maine and Pennsylvania.

For full details about coverage under California requirements for emissions control, see:

➡ **Defects Warranties** (pages 24-30)
➡ **Performance Warranty** (pages 24-25)
➡ **What Is Covered?** (pages 26-29)
➡ **What Is Not Covered?** (page 29)

## EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

### Your Warranty Rights and Obligations

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2018-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 24-25, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

### Manufacturer's Warranty Coverage

For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on pages 27 and 29 with coverage for 7 years or 70,000 miles is defective or if its failure causes your vehicle to fail a Smog Check inspection, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system DEFECTS WARRANTY.

## Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

**State of California Air Resources Board**
**Mobile Source Operations Division**
**P.O. Box 8001**
**El Monte, California 91731-2990**

## WHAT IS COVERED?

If the parts on the following list contains a defect that affects emissions, they are covered by the Defects Warranties.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

## COVERAGE FOR 2018 MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS) UNDER LONG TERM DEFECTS WARRANTY
## (Coverage for up to 7 years/70,000 miles, whichever first occurs)

| Part Name | 1.0L Fiesta | 1.0L Focus | 1.0L Ecosport | 1.5 Fusion | 1.5L Escape | 1.6L Fiesta | 2.0L Fusion | 2.0L Focus | 2.0L Ecosport | 2.0L Escape | 2.0L Edge | 2.3L Focus | 2.3L Mustang | 2.5L Fusion | 2.5L Escape | 2.5L Transit Connect | 2.7L Fusion | 2.7L Edge | 2.7L F-150 | 3.0L F-150 Diesel | 3.2L Transit Diesel | 3.3L F-150 | 3.5L Edge | 3.5L Flex | 3.5L Expedition | 3.5L F-150 | 3.5L Transit | 3.7L Transit | 5.0L Mustang | 5.0L F-150 | 5.2L Mustang | 6.2L Econoline | 6.8L Econoline | 6.8L Strip Chassis |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Catalytic Converter | X | | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| DEF Tank | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| Reductant Pump Assembly | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| Catalyst and Particulate Filter Assembly | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| Cylinder Head Temperature Sensor | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | | | | |
| Tube Air Cooler Inlet/Outlet | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | | | | |
| Cam Timing Assembly | X | X | X | X | X | X | X | X | X | X | X | X | X | | X | X | X | X | | | | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Engine Variable Timing Assembly | | | | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | | | |
| Engine Variable Camshaft Timing Solenoid | | | | | | | | | | | | | | | | | | | | | | | | X | | X | | | | | | | | |
| Crankshaft Position Sensor (CKP) | | | | | | | | | | | | | | | | | | | | | | | | X | | | X | | | | X | | | |
| Variable Camshaft Timing Assembly | X | X | X | | | X | X | X | X | X | X | X | X | X | X | X | X | X | | | | X | X | X | X | X | | X | X | X | X | | | |
| PCV Valve (Part of Rocker Cover Assembly) | | | | | | | | | | | | | | | | | X | X | X | | | | | X | X | | | | | | | | X | |
| Charge Air Cooler Duct | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | | | | |
| Turbocharger | X | X | X | X | X | X | X | X(3) | X | X | X | X | X | | | | X | X | X | X | X | | | X | X | X | X | | | | | | | |
| Charge Air Cooler | | | X | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | | | |
| Valve Body | | | | | | | | | | | | | | | | | | | | | | X | | | | | | | X | X | | | | |
| Transmission Control Module Assembly | | | | | | X | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Transmission Solenoid Assembly | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | X | X | X |
| Fuel Tank | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | | | X | X | X | | X | X | X | X | X | X | X | X | X |
| Fuel Tank Filler Kit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | X | X | |
| EVAP Fuel Vapor Return Tube | | | | | | | | | | | | | | | | | | X | | | | | | X | | | | | | | | | | |
| Fuel Supply Manifold Assembly | | | | | | | X | | | X | X | | X | | | | | X | X | X | X | X | | X | | X | X | | | | | | | |
| Sensor to Rail Fuel Line | | | | | | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | |
| Fuel Delivery Module | | | X | | | | | | X | | | X | | | | | | | | | | | | X | | | | | | | X | X | X |
| Fuel Pump to Fuel Rail Tube | | | | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | | | |
| Fuel Tube | | | | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | | | X |
| Fuel Pump Assembly | | | | | | | | X | | | | X | | | | | | | | | | | | X | | | | | | | | | | |
| Turbocharger Control Solenoid | | | | | X | X | | | | X | | | | | | | | | | | | | | X | X | | X | | | | | | | |
| Intake Manifold | | | | | | | | | | | | | X | | | | | | X | X | X | | | X | | | | | X | X | X | X | X | |
| Exhaust Manifold | X | | | | | X | | | | | | | X | | | X | | | | X | X | X | | X | | X | X | | X | X | X | X | | X |
| Resonator Assembly | | | | | | X | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Intake Manifold Gasket | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | X | |
| Exhaust Manifold Gasket | | | | X | | X | | | | | | | | | | | X | X | X | X | X | X | | X | | X | X | | X | X | X | | | |
| EGR out pipe gasket | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |

## COVERAGE FOR 2018 MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS) UNDER LONG TERM DEFECTS WARRANTY
### (Coverage for up to 7 years/70,000 miles, whichever first occurs)

| Part Name | 1.0L Fiesta | 1.0L Focus | 1.0L Ecosport | 1.5 Fusion | 1.5L Escape | 1.6L Fiesta | 2.0L Fusion | 2.0L Focus | 2.0L Ecosport | 2.0L Escape | 2.0L Edge | 2.3L Focus | 2.3L Mustang | 2.5L Fusion | 2.5L Escape | 2.5L Transit Connect | 2.7L Fusion | 2.7L Edge | 2.7L F-150 | 3.0L F-150 Diesel | 3.2L Transit Diesel | 3.3L F-150 | 3.5L Edge | 3.5L Flex | 3.5L Expedition | 3.5L F-150 | 3.5L Transit | 3.7L Transit | 5.0L Mustang | 5.0L F-150 | 5.2L Mustang | 6.2L Econoline | 6.8L Econoline | 6.8L Strip Chassis |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| EGR Cooler Bypass Control Solenoid | X | | | | X | X | X | | | X | X | X | | | | | X | X | X | | | | | | | | | | | | | | |
| "EGR Valve, EGR System Module" | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| "EGR Valve Gasket, EGR inlet tube to joint" | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| Turbo Charger Actuator | | | | | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | | |
| Exhaust Adapter | | | | | | | | | | | | | | | | | | | | | X | | | | | X | X | | | | | | | |
| High Pressure Fuel Injector Pump | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| Fuel Injector Manifold Return Line | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| Fuel Injector | | | | | | | | | | | | | | | | | X | X | | | | | | X | | | | | | | | | | |
| Injection Pressure Sensor | | | | | | | | | | | | | X | | | | | | | | | X | | X | | X | | | X | | X | | | |
| Air Intake Throttle Body | X | | | | | X | | | | | | | | | | X | | | | | | | | | | | | | | | | | X | X |
| Fuel Injector Wiring Harness | | | | | | | | | | | | | | | | | X | | | | | | | X | | | | | | | | | | |
| Instrument Cluster (1) | X | X | | X | | X | X | X | | | X | X | X | X | | X | X | X | X | X | | X | X | X | X | X | | | X | X | X | | | |
| Glow Plug | | | | | | | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | |
| Powertrain Control Wiring Harness (2) | | X | X | X | | | | X | X | X | | | X | | | | X | | X | X | | X | | | | X | | | | X | | X | X | X |
| Engine Control Sensor & Fuel Charge Wrng Assy (2) | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | | | | | | |
| Engine Electronic Control Coolant Sensor | | | | | | | | | | | | | | | | | X | X | X | | | | | | | | | | | | | | | |
| Powertrain Control Module (PCM)/ Engine Control Module (ECM) | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Engine Control Sensor Ext. Wire Assembly (2) | | | | | X | | | | | X | | | | | X | | | | | | | | | | | | | | | | | | | |
| Knock Sensor | | | | | | | | | | | | | | | | | X | X | X | | | | | | | | | | | | | | | |
| Main Body Wiring Harness (2) | X | | X | X | | X | X | | X | | X | | X | X | | | X | X | X | X | | X | X | X | X | X | | | X | X | X | | | |
| Dash Panel & Headlamp Junction Wiring Assembly (2) | | X | X | | X | | | X | X | X | | X | X | | X | | | | | | | | | | X | | | | X | | X | | | |
| Battery Cable (2) | | | | X | | | X | | | | | | | X | | | X | | | | | | | | | | | | | | | | | X |
| Wiring Assembly - Interior (2) | | | | | | | | | | | | | | | | | | | X | X | | X | | X | | X | | | X | | | | | |
| Roof Wiring Harness (2) | | | | | | | | | | | | | | | | X | | | | | | | | | | | | | | | | | | |
| Main Wiring Assembly (2) | X | X | X | X | X | X | X | X | | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Rear Lamp Wiring Assembly (2) | | | | | | | | | | | | | | | | | | | X | X | | X | | | X | X | | | X | | | X | X | X |
| Fuel Sender Wiring Assembly (2) | | | | X | | | X | | | | X | | | X | | | X | X | X | X | X | X | | | | X | X | X | X | | X | | X | X |
| Jumper Harness (2) | | | | | | | | | | | | | | | | | | | | | X | | | | | | X | X | | | | | | |

(1) for Service Engine Soon/Malfunction Indicator Lamp (MIL) functionality concerns only
(2) for MIL illumination only
(3) for EcoBoost Engine only

### Important Information about List of Parts

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner's Manual**.

**NOTE**: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

## WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain a defect that affects emissions or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

## 7. Additional information about your emissions warranty coverage, under Federal and California requirements

### HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

### HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

## WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

Under the Federal and California emissions warranties, Ford will repair or replace covered parts if they are properly installed Ford parts or the equivalent, or non-Ford parts that have been certified by the U.S. EPA or the California Air Resources Board (CARB). Ford is not responsible for the cost or repairing or replacing non-Ford parts that are not equivalent to Ford parts or that have not been certified by EPA or CARB.

**The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or the equivalent, or EPA- or CARB-certified parts, without voiding your emissions warranty coverage for future repairs during the applicable warranty period.**

## PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner's Manual**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

## CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 34.

## 8. Noise emissions warranty

### NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

### THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

# 9. Ford Protect Extended Service Plan

## MORE PROTECTION FOR YOUR VEHICLE

You can get more protection for your new car or light truck by purchasing a Ford Protect Extended Service Plan (Ford Protect ESP). Ford Protect ESP service contracts are backed by Ford Motor Company or subsidiaries of Ford Motor Company (examples are but not limited to: Ford Motor Service Company or the American Road Insurance Company). Ford Protect plans provide up to 8 years and 150,000 miles of coverage.

They provide:

- benefits during the warranty period, depending on the plan you purchase can be: reimbursement for a rental vehicle, protecting against tire and wheel road hazard damage, coverage for certain maintenance and wear items, lost key replacement, other plans are available;
- protection against covered repair costs and continuing Roadside Service Assistance benefits after your Bumper to Bumper Warranty expires.

You may purchase Ford Protect ESP from any Ford Motor Company dealer or see our website at Ford-ESP.com. There are several Ford Protect ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving and vehicle ownership needs, including reimbursement for towing and rental.

When you purchase Ford Protect ESP, you receive peace-of-mind protection throughout the United States, Canada and Mexico, provided by a network of more than 4,600 Ford Motor Company dealers.

**NOTE:** Repairs performed outside the United States, Canada, Mexico, Guam or Puerto Rico, Virgin Islands, American Samoa, and District of Columbia are not eligible for Ford Protect ESP coverage.

This information is subject to change. Ask your dealer for complete details about Ford Protect ESP coverage.

## 10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibilty under Program Summary Guidelines.

**You can get more information by callng BBB AUTO LINE at 1-800-955-5100, or writing to:**

**BBB AUTO LINE**
**3033 Wilson Boulevard, Suite 600**
**Arlington, Virginia 22201**

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

**Note:** Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

## 11. State warranty enforcement laws

These state laws - sometimes called lemon laws - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

**Ford Motor Company**
**Customer Relationship Center**
**P.O. Box 6248**
**Dearborn, MI 48126**

## 12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

**Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.**

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.

[redacted]

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

_____/

**INTERROGATORIES TO DEFENDANT**

NOW COMES Plaintiff, by and throug[redacted] and propounds the following Interrogatories to Defendant, FORD MOTOR COMPANY, ("Defendant") to be answered in writing and under oath.

**INSTRUCTIONS**

1. Answer each interrogatory separately and fully in writing and under oath, unless it is objected to, in which event the reasons for such objection must be stated in lieu of an answer.

2. You are under a continuing duty to seasonably supplement your response with respect to any question when new or additional information becomes known. Additionally, you are under a continuing duty to seasonably amend a prior response if you learn that the prior response was incorrect when made, or that the prior response, though correct when made, is no longer correct or true.

3. Each request to describe or identify a document shall be deemed to include a request for information sufficient to enable Plaintiff to obtain the document with a subpoena, including but not limited to the date of the document, a physical description of the document, a brief description of the content of the document, the identity of the custodian of the document, the location of the document, and any title given to the document. If an interrogatory calls for a description of a document, you may, if you prefer, instead of identifying it, attach to your answer a clear copy, front and reverse of the document.

4. In construing each Interrogatory the present tense includes the past and future tenses.

5. In construing each Interrogatory, the singular includes the plural, and vice versa so as to bring within the scope of these requests all information that might otherwise be construed to be outside its scope.

6. In construing each Interrogatory, the terms "any" and "all" mean "any and all," and the terms "each" and "every" mean "each and every."

7. In construing each Interrogatory, the terms "and" and "or" encompass both "and" and "or" unless otherwise specified.

8. If you answer any interrogatory by reference to business records, identify such records by Bates number, or by other readily discernible means of identification, and the name of the employee certifying the documents as business records for purposes of answering such interrogatory.

9. If you object to any interrogatory based on a claim of privilege, provide a statement of the claim of privilege and all facts relied upon in support of that claim, including the parties involved, any dates involved, the relevant subject matter of the privileged material, any documents supporting the privileged information, including the dates, authors recipients, title and subject matter, and present location of any documents included. In the case of attorney work product privilege, also identify the litigation in connection with which the work product was prepared.

## DEFINITIONS

1. "Defendant," as identified above, includes Defendant's present or former subsidiaries, divisions, sub-divisions, affiliates, joint-ventures, or other business organizations which Defendant controls, directs, or is otherwise organizationally associated with, as well as all of Defendant's officers, directors, employees, agents, servants, representatives, and/or all other persons acting or purporting to act on Defendant's behalf or on behalf of the above listed entities.

2. "You," "your," or "your company" means Defendant and your present and former employees, officers, directors, agents, attorneys, affiliates, subsidiaries, joint ventures, successors, predecessors, or any person acting or purporting to act on your behalf.

3. "Document" shall be broadly interpreted and means the original and all non-identical copies of all written or printed items, including without limitation, papers, photographs, films, recordings, letters, correspondence, communications, memoranda and written notes, legal pleadings, calendars, diaries, day planners, travel records, lists, outlines, summaries, checks, check registers, books and accounting, computer cards, printouts, images, and drawings, and all retrievable information in computer storage, tapes, discs, and records of all types, minutes of meetings, records of telephone conversations, telegrams, facsimiles, notes, reports, compilations,

notebooks, work papers, graphs, charts, spreadsheets, blueprints, books, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs, videotapes, audiotapes, films, e-mails, internal or external websites, compact disks, computer files and disks, sales and advertising and promotional literature, agreements and all mechanical or electronic data, records or representations of any kind, studies, books, pamphlets, pictures and voice recordings or every other device or medium on which or through which information of any type is to be transmitted, recorded or preserved.

4. "Communicate" or "communication" mean without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase "communication between" is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

5. "Identify," "identity," or "identification," when used in reference to a natural person, means or requires a statement of the person's full name and present or last known address and home telephone numbers, the person's present or last known position and business affiliation, business address and telephone number; and a description of the duties and responsibilities of each position stated.

When used in reference to a document, the terms, "identify," "identity," or "identification" mean or require a statement of the document's date, title, Bates number (if any), its subject matter and substance, the location of the document and the custodian of the document, its author and each addressee and copyee, the type of document (e.g., letter, memorandum, telegram, chart, computer input or output, photograph, drawing, sound reproduction, etc.) or, if the above information is not available, some other means of identifying it, its present location, and the name of each of its present custodians. If the document was, but is no longer, in your possession or subject to your control, or in existence, state whether it is (a) missing or lost; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for that disposition of the document and state the date or approximate date of the disposition.

When used in reference to a division, department, unit or other corporate subdivision, the terms, "identify," "identity," or "identification" mean or require a statement of the name of each person during the applicable time period who is or was in charge of the activities of the division, department, unit, or other corporate subdivision, and each of his or her immediate assistants.

When used in reference to communications, the terms, "identify," "identity," or "identification" require a description of all forms of communications, whether in person or otherwise, written or oral, or by telephone, telex, or other modes of communication, and require a listing of the senders and recipients, the date of the communication, and an identification of all documents constituting, relating to, or referring to the subject communication.

6. "Relating to," "referring to," "regarding," or "with respect to" mean, without limitation, the following concepts: concerning, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting, assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

7. The terms, "describe" or "description," when referring to a place, thing, or occurrence, mean to identify with sufficient particularity the place, thing, or occurrence so as to enable one to locate, examine, and fully comprehend or understand the place, thing, or occurrence described. When referring to an investigation, the words "describe" or "description," refer to the identity of each person who was interviewed in connection with the investigation, stating the date and place of each interview, the identity of each person present at the interview, and the identity of each document that records, reflects, or refers to each interview.

8. The term "policy" means each rule, procedure, or directive, formal or informal, and each common understanding or course of conduct that was recognized as such by you, and that was in effect at any time during the period covered by these interrogatories.

9. "Including" is used to emphasize certain types of documents requested and should not be construed as limiting the request in any way.

10. "Or" and "and" should be construed so as to require the broadest possible interpretation.

11. The term "Mechanical documents" means all Repair Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Technical Assistance document(s) and/or any repair related communications or documents involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiff's Complaint or the subject vehicle's repair records for the same make, year and model as the subject vehicle. The term "Mechanical documents" also includes any document or communication which describes the conditions, defects, or non-conformities in the subject vehicle as alleged in Plaintiff's Complaint and any investigations relating to the same.

12. The term "Lemon Law documents" means any and all documents relating to State Lemon Laws and/or Lemon Law advice, the Magnuson-Moss Warranty Act and/or advice relating to the same, Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

13. The term "subject vehicle" is the vehicle owned or leased by Plaintiff(s) as detailed in Plaintiff's Complaint.

## INTERROGATORIES

1. Identify the individual(s) providing the responses and signing the verification to these Interrogatories.

2. Identify by article number, date of issuance, description, and components affected, those Mechanical Documents, as defined above, issued by Defendant for the same year, make and model vehicle as the subject vehicle that relate to the alleged defects in the subject vehicle.

3. Identify each employee or agent for Defendant who inspected the subject vehicle, performed repairs on the subject vehicle, or was present when inspections and/or repairs took place and describe each individual's findings or observations relating to the same.

4. Describe the terms of any warranties that Defendant issued, provided, authored, or extended on the subject vehicle.

5. Identify and describe all communications you made or received relating to any alleged defect or non-conformity in the subject vehicle.

6. Identify whether Plaintiff, or anyone on Plaintiff's behalf, has ever notified Defendant that Plaintiff no longer wanted the subject vehicle. If so, state when, whether oral or written notice was given, and identify each person receiving said statement.

7. Describe and identify the model type, specifications, options, and components in the subject vehicle, including, but not limited to, the size of the engine, the type of transmission, the type of brakes, the weight of the vehicle, safety features in the vehicle, towing capacity, etc. Note, you may produce a copy of the vehicle's window sticker to the extent it answers any of the above.

8. Did Plaintiff abuse, neglect, alter, modify, or misuse the subject vehicle? If your answer to said interrogatory is "Yes," describe how Plaintiff abused, neglected, altered, modified, or misused the subject vehicle and identify and describe all documents and communications relating to the same.

9. How many cumulative days do Defendant's records indicate that the subject vehicle was out of service by reason of any defect, non-conformity, or condition complained of by Plaintiff?

10. Identify all warranty claims submitted by Defendant's authorized dealers to Defendant in which said dealers requested reimbursement for warranty repairs performed on the subject vehicle and the dollar amount reimbursed for each claim.

11. Does Defendant have a "good will" repair policy? If the answer to said interrogatory is "Yes," describe the policy and identify any repairs that Defendant paid for under its "good will" program, and identify the reason said repair was paid under a "good will" basis.

12. Identify all repairs performed on the subject vehicle for which Plaintiff was not charged and the repairs were not covered by Defendant's warranties on the subject vehicle.

13. Identify all repairs performed on the subject vehicle **after** the date of its manufacture, but **before** the date of purchase by Plaintiff.

14. Identify each of Defendant's employees or agents who have knowledge of the repairs, repair attempts, warranty claims, alleged defects or non-conformities, or communications relating to the repair of the subject vehicle and describe the extent of such knowledge.

15. Define the word "defect" as used in Defendant's written warranty.

16. Has Defendant failed or refused to reimburse its authorized dealers for any warranty repairs and/or diagnostic procedures on the subject vehicle? If the answer is "yes," state the reason Defendant did not reimburse its dealers for such repair.

17. Did any individuals or agents from Defendant's authorized dealers contact Defendant in an effort to seek assistance with the diagnosis or repair of the subject vehicle? If "yes," identify all individuals involved and identify and describe all communications.

18. Identify and describe all "Lemon Law documents," as defined above, that Defendant provides to its authorized dealerships or to purchasers of Defendant's vehicles.

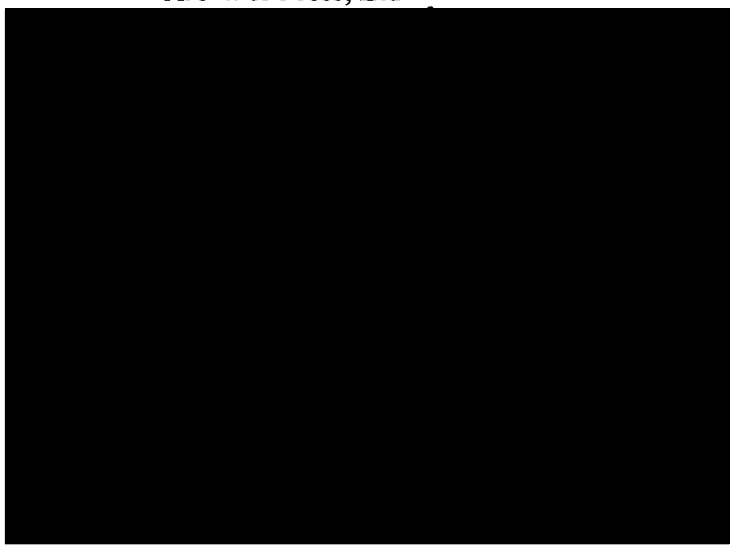
19. Identify any document Defendant produced in response to Plaintiff's requests for production that is not an authentic business record of Defendant or its authorized dealers.

20. Identity an individual within the State of Florida who is employed by Defendant and who is familiar with the content of all documents authored and produced by Defendant in response to Plaintiff's Request for Production of Documents and who may be called by Plaintiff as a witness in Plaintiff's case-in-chief to discuss the documents authored and produced by Defendant. By the term familiar, Plaintiff means that the witness is able to recognize the document as a document produced and authored by Defendant and has an understanding of the contents of the document.

If no single employee of Defendant located within the State of Florida is familiar with the content of all of the aforementioned documents that were authored and produced by Defendant in response to Plaintiff's Request for Production, identify all employees located within this state that collectively are familiar with these documents so that Plaintiff may call these individuals as

witnesses in Plaintiff's case-in-chief, and identify which documents each individual is knowledgeable.

Respectfully Submitted,
Krohn & Moss, Ltd



[redacted]

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

_____/

**REQUEST FOR PRODUCTION**

NOW COMES Plaintiff, by and through [redacted] and requests that FORD MOTOR COMPANY, ("Defendant"), produces, as well as upholds its continuing duty to seasonably supplement these requests as additional information becomes available, all documents of any kind or nature including, without limitation: charts, photographs, phone records and other data, computations from which information can be obtained, and any and all copies thereof within the possession of your agents, employees or authorized dealerships, relating to or connected with, ***every document that you were asked to "identify" or used in supplying the information requested in Plaintiff's Interrogatories to Defendant***. In addition, and not by way of limitation, produce the following documents concerning the vehicle that is the subject of this action **whether in the possession of the Defendant or its authorized dealership(s)**:

## INSTRUCTIONS

1. In producing documents and other materials, you are to furnish all documents in your possession, custody or control, regardless of whether such documents or materials are possessed directly by you or your employees or former employees, agents or former agents, parents, subsidiaries, affiliates, investigators or by your attorneys or their employees, agents or investigators.

2. All documents shall be produced in the same order as they are kept or maintained by you in the ordinary course of your business. All documents shall be produced in the file folder, envelope or other container in which the documents are kept or maintained. If for any reason the container cannot be produced, you should produce copies of all labels or other identifying marks that may be present on the container.

3. Documents shall be produced in such fashion as to identify the department, branch or office in whose possession they were located and, where applicable, the natural person in whose possession they were found (*i.e.*, the document custodian) and the business address of each document custodian.

4. Documents attached to one another should not be separated. If any portion of any document is response to any portion of the document requests below, then the entire document must be produced.

5. If a document once existed and subsequently has been lost, destroyed or is otherwise missing, you should provide sufficient information to identify the document and state, in writing, the details, including whether the document:

a. is lost or missing;
b. has been destroyed and, if so, by whom and at whose request;
c. has been transferred or delivered, voluntarily or involuntarily, to another person or entity and at whose request; or
d. has been otherwise disposed of.

6. In each instance in which a document once existed but now is lost or missing or has been destroyed or otherwise disposed of, explain the circumstances surrounding the disposition of the document, including, but not limited to:

a. the identity of the person or entity who last possessed the document;
b. the date or approximate date of the document's disposition; and
c. the identity of all persons who have or had knowledge of the documents' contents.

7. If any document responsive to any of these requests is privileged, and the document or any portion of the document requested is withheld based on a claim of privilege, provide a statement of the claim of privilege and all facts relied upon in support of that claim, as required by Florida Rules of Civil Procedure, including the following information:

a. the reason for withholding the document;
b. the date of such communication;
c. the medium of such communication;
d. the general subject matter of such communication (such description shall not be considered a waiver of your claimed privilege);
e. the identity of any document that was the subject of such communication and the present location of any such document;
f. the identity of all the persons involved in such communication;
g. the identity of any document which records, refers, or relates to such communication and present location of any such document; and
h. the number or numbers of these requests for production of documents to which such information is responsive.

8. Each document requested herein should be produced in its entirety and without deletion, redaction or excision, except as qualified by Instruction 6 above, regardless of whether you consider the entire document or only part of it to be relevant or responsive to these document requests. If you have redacted any portion of a document on the ground of privilege, stamp the word "REDACTED" beside the redacted information on each page of the document which you have redacted. Any redactions to documents produced should be identified in accordance with Instruction 6 above.

9. All documents produced should be numbered sequentially, with a unique number on each page, and with a prefix identifying the party producing the document.

10. Electronically stored information should be produced on compact discs or zip drives in the original electronic file format(s) including all metadata or in the format as agreed by the parties, and with information or instructions sufficient to enable the propounding party to extract the electronically stored information.

## DEFINITIONS

1. "Defendant," as identified above, includes Defendant's present or former subsidiaries, divisions, sub-divisions, affiliates, joint-ventures, or other business organizations which Defendant controls, directs, or is otherwise organizationally associated with, as well as all of Defendant's officers, directors, employees, agents, servants, representatives, and/or all other persons acting or purporting to act on Defendant's behalf or on behalf of the above listed entities.

2. "You," "your," or "your company" means Defendant and your present and former employees, officers, directors, agents, attorneys, affiliates, subsidiaries, joint ventures, successors, predecessors, or any person acting or purporting to act on your behalf.

3. "Document" shall be broadly interpreted and means the original and all non-identical copies of all written or printed items, including without limitation, papers, photographs, films, recordings, letters, correspondence, communications, memoranda and written notes, legal

pleadings, calendars, diaries, day planners, travel records, lists, outlines, summaries, checks, check registers, books and accounting, computer cards, printouts, images, and drawings, and all retrievable information in computer storage, tapes, discs, and records of all types, minutes of meetings, records of telephone conversations, telegrams, facsimiles, notes, reports, compilations, notebooks, work papers, graphs, charts, spreadsheets, blueprints, books, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs, videotapes, audiotapes, films, e-mails, internal or external websites, compact disks, computer files and disks, sales and advertising and promotional literature, agreements and all mechanical or electronic data, records or representations of any kind, studies, books, pamphlets, pictures and voice recordings or every other device or medium on which or through which information of any type is to be transmitted, recorded or preserved.

4. "Communicate" or "communication" mean without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase "communication between" is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

5. "Identify," "identity," or "identification," when used in reference to a natural person, means or requires a statement of the person's full name and present or last known address and home telephone numbers, the person's present or last known position and business affiliation, business address and telephone number; and a description of the duties and responsibilities of each position stated.

When used in reference to a document, the terms, "identify," "identity," or "identification" mean or require a statement of the document's date, title, Bates number (if any), its subject matter and substance, the location of the document and the custodian of the document, its author and each addressee and copyee, the type of document (e.g., letter, memorandum, telegram, chart, computer input or output, photograph, drawing, sound reproduction, etc.) or, if the above information is not available, some other means of identifying it, its present location, and the name of each of its present custodians. If the document was, but is no longer, in your possession or subject to your control, or in existence, state whether it is (a) missing or lost; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for that disposition of the document and state the date or approximate date of the disposition.

When used in reference to a division, department, unit or other corporate subdivision, the terms, "identify," "identity," or "identification" mean or require a statement of the name of each person during the applicable time period who is or was in charge of the activities of the division, department, unit, or other corporate subdivision, and each of his or her immediate assistants.

When used in reference to communications, the terms, "identify," "identity," or "identification" require a description of all forms of communications, whether in person or otherwise, written or oral, or by telephone, telex, or other modes of communication, and require

a listing of the senders and recipients, the date of the communication, and an identification of all documents constituting, relating to, or referring to the subject communication.

6. "Relating to," "referring to," "regarding," or "with respect to" mean, without limitation, the following concepts: concerning, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting, assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

7. The terms, "describe" or "description," when referring to a place, thing, or occurrence, mean to identify with sufficient particularity the place, thing, or occurrence so as to enable one to locate, examine, and fully comprehend or understand the place, thing, or occurrence described. When referring to an investigation, the words "describe" or "description," refer to the identity of each person who was interviewed in connection with the investigation, stating the date and place of each interview, the identity of each person present at the interview, and the identity of each document that records, reflects, or refers to each interview.

8. The term "policy" means each rule, procedure, or directive, formal or informal, and each common understanding or course of conduct that was recognized as such by you, and that was in effect at any time during the period covered by these interrogatories.

9. "Including" is used to emphasize certain types of documents requested and should not be construed as limiting the request in any way.

10. "Or" and "and" should be construed so as to require the broadest possible interpretation.

11. The term "Mechanical documents" means all Repair Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Technical Assistance document(s) and/or any repair related communications or documents involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiff's Complaint or the subject vehicle's repair records for the same make, year and model as the subject vehicle. The term "Mechanical documents" also includes any document or communication which describes the conditions, defects, or non-conformities in the subject vehicle as alleged in Plaintiff's Complaint and any investigations relating to the same.

12. The term "Lemon Law documents" means any and all documents relating to State Lemon Laws and/or Lemon Law advice, the Magnuson-Moss Warranty Act and/or advice relating to the same, Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

13. The term "subject vehicle" is the vehicle owned or leased by Plaintiff(s) as detailed in Plaintiff's Complaint.

## REQUESTS TO PRODUCE

1. All repair records generated by Defendant's authorized dealers relating to the subject vehicle that are in your possession.

2. A copy of the owner's manual authored by Defendant for the subject vehicle.

3. A copy of the repair manual authored by Defendant for the subject vehicle.

4. A copy of all documents authored by Defendant related to investigations conducted by Defendant's engineers into any defects or non-conformities in the subject vehicle as alleged in Plaintiff's Complaint.

5. The warranty repair history relating to the subject vehicle as kept in its ordinary course of business by Defendant. This document includes all computer records evidencing monetary amounts reimbursed to Defendant's authorized dealership(s).

6. All internal reports, memoranda, correspondence and zone office reports pertaining to the subject vehicle.

7. All reports, memoranda, correspondence, zone office reports and/or any other documentation created by Defendant or its authorized dealership(s) due to Plaintiff's contact with Defendant or its authorized dealership(s) by way of either writing, telephone or in person.

8. All records, invoices, and other documentation relating to the sale of and/or purchase of the vehicle in your possession.

9. All copies of all written warranties issued by Defendant and/or its authorized dealership(s) regarding the vehicle. This request is being made to obtain an authentic, unaltered copy.

10. Any and all documents relied upon by Defendant in formulating its answer and affirmative defenses.

11. All documents upon which Defendant relies in believing its arbitration program meets the substantive provisions of the Magnuson-Moss Warranty Act; 16 CFR Part 703; and/or any applicable state law provisions.

12. All **mechanical documents (as described in the definition section above)** applicable to the same year, make and model for vehicle as identified in your answer to Interrogatory number 2.

13. All "Talking Papers," "Quick Service Fixes," "Level Four documents," "advanced service information," "rapid response," special service information, technical training materials, continuing education materials, VSSM service library articles, Manufacture Audit Sampling Reports, Tech II bulletins, Know How Videos, engineering reports, analysis or memorandum, and any and all other documents referencing investigations or inquiries performed which relate to the allegations made herein regarding vehicles of the same year, make and model as Plaintiff's.

14. The report of any expert witness Defendant intends to call at the trial of this case.

15. Any and all documents made available to Defendant's expert witnesses relating to the subject vehicle, Plaintiff, or this lawsuit.

16. Curriculum vitae for any expert witness that Defendant intends to call in this case.

17. Any non-privileged communications provided to Defendant's expert witnesses relating to the subject vehicle.

18. Any and all documents prepared or received by Defendant's expert witness, including but not limited to: notes, reports, memorandum, and communications relating to the subject vehicle.

19. Any and all documents, papers, correspondence, memos, repair orders, work orders, computer print-outs, vehicle inquiry reports, documents, or receipts evidencing the performance of any repair work, whether covered under Defendant's warranty or not, relating to the subject vehicle.

20. All sales brochures, sales manuals, literature, pictures, or any other promotional literature produced for the vehicle which is the subject matter of this litigation.

21. Any franchise contract(s) between Defendant and its authorized dealership(s) that performed repairs to the vehicle.

22. Every document that constitutes an extended service contract or warranty given by Defendant, its authorized dealership(s) or some third party to the Plaintiff covering the vehicle.

23. All written communications in Defendant's possession relating to the subject vehicle and its alleged defects or non-conformities, and/or Plaintiff's request that Defendant accept the return of the vehicle.

24. Provide all documentation supporting Defendant's and its authorized dealership(s) policies to perform "goodwill" repairs (or any repairs performed that were free of charge to Plaintiff but not covered under Defendant's written warranty) to the subject vehicle.

25. Provide all documentation evidencing the performance of "goodwill" repairs (or any repairs performed that were free of charge to Plaintiff but not covered under Defendant's written warranty) to the vehicle whether authorized by Defendant or its authorized dealership(s).

26. All documents identifying or deciphering any diagnostic codes or repair codes that Defendant instructs its authorized dealership(s) to document on the repair orders.

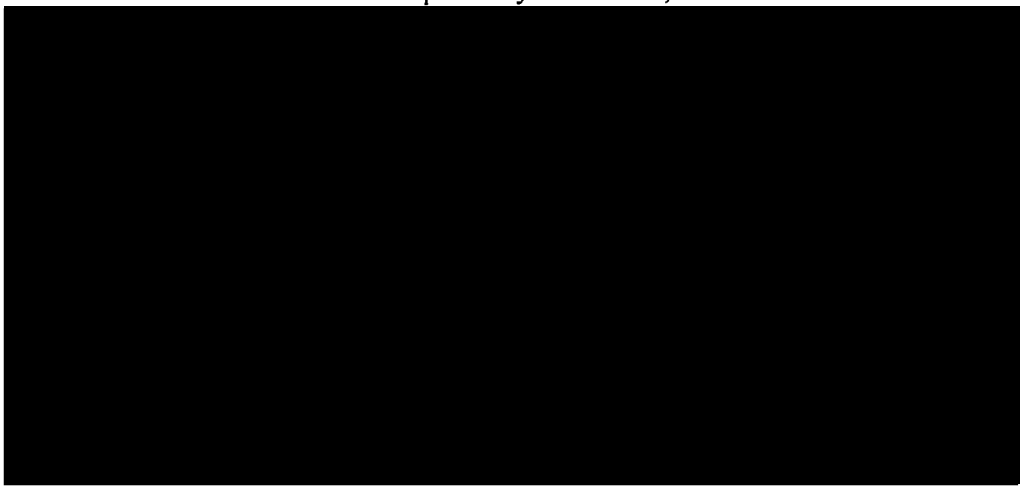
27. Copies of **Lemon Law documents** or other materials which Defendant provides to its authorized service dealerships regarding the "Lemon Law" or other breach of warranty laws.

28. All documents in your possession relating to Plaintiff's participation in Defendant's informal dispute resolution mechanism.

29. Defendant's Warranty Policy and Procedure Manual or document similarly called that provides Defendant's authorized repair facilities with instructions and information regarding Defendant's warranty policies and repair policies, i.e. how to submit warranty claims, and how to document warranty claims and findings by technicians when making repairs.

30. All communications between Plaintiff and Defendant or between Plaintiff and Defendant's authorized dealers relating to the subject vehicle.

Respectfully Submitted,



[redacted]

IN THE COUNTY COURT IN AND FOR
OSCEOLA COUNTY, FLORIDA

CASE NO.

v.

FORD MOTOR COMPANY,

Defendant.
_____/

**REQUESTS FOR ADMISSION**

NOW COMES Plaintiff, by and through KROHN & MOSS, LTD., and requests that Defendant, FORD MOTOR COMPANY, ("Defendant") make the following admissions for the purpose of this action only:

**DEFINITIONS**

1. "Defendant," as identified above, includes Defendant's present or former subsidiaries, divisions, sub-divisions, affiliates, joint-ventures, or other business organizations which Defendant controls, directs, or is otherwise organizationally associated with, as well as all of Defendant's officers, directors, employees, agents, servants, representatives, and/or all other persons acting or purporting to act on Defendant's behalf or on behalf of the above listed entities.

2. "You," "your," or "your company" means Defendant and your present and former employees, officers, directors, agents, attorneys, affiliates, subsidiaries, joint ventures, successors, predecessors, or any person acting or purporting to act on your behalf.

3. "Document" shall be broadly interpreted and means the original and all non-identical copies of all written or printed items, including without limitation, papers, photographs, films, recordings, letters, correspondence, communications, memoranda and written notes, legal pleadings, calendars, diaries, day planners, travel records, lists, outlines, summaries, checks, check registers, books and accounting, computer cards, printouts, images, and drawings, and all retrievable information in computer storage, tapes, discs, and records of all types, minutes of meetings, records of telephone conversations, telegrams, facsimiles, notes, reports, compilations, notebooks, work papers, graphs, charts, spreadsheets, blueprints, books, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs, videotapes, audiotapes, films, e-

mails, internal or external websites, compact disks, computer files and disks, sales and advertising and promotional literature, agreements and all mechanical or electronic data, records or representations of any kind, studies, books, pamphlets, pictures and voice recordings or every other device or medium on which or through which information of any type is to be transmitted, recorded or preserved.

4. "Communicate" or "communication" mean without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase "communication between" is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

5. "Identify," "identity," or "identification," when used in reference to a natural person, means or requires a statement of the person's full name and present or last known address and home telephone numbers, the person's present or last known position and business affiliation, business address and telephone number; and a description of the duties and responsibilities of each position stated.

When used in reference to a document, the terms, "identify," "identity," or "identification" mean or require a statement of the document's date, title, Bates number (if any), its subject matter and substance, the location of the document and the custodian of the document, its author and each addressee and copyee, the type of document (e.g., letter, memorandum, telegram, chart, computer input or output, photograph, drawing, sound reproduction, etc.) or, if the above information is not available, some other means of identifying it, its present location, and the name of each of its present custodians. If the document was, but is no longer, in your possession or subject to your control, or in existence, state whether it is (a) missing or lost; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for that disposition of the document and state the date or approximate date of the disposition.

When used in reference to a division, department, unit or other corporate subdivision, the terms, "identify," "identity," or "identification" mean or require a statement of the name of each person during the applicable time period who is or was in charge of the activities of the division, department, unit, or other corporate subdivision, and each of his or her immediate assistants.

When used in reference to communications, the terms, "identify," "identity," or "identification" require a description of all forms of communications, whether in person or otherwise, written or oral, or by telephone, telex, or other modes of communication, and require a listing of the senders and recipients, the date of the communication, and an identification of all documents constituting, relating to, or referring to the subject communication.

6. "Relating to," "referring to," "regarding," or "with respect to" mean, without limitation, the following concepts: concerning, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting,

assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

7. The terms, "describe" or "description," when referring to a place, thing, or occurrence, mean to identify with sufficient particularity the place, thing, or occurrence so as to enable one to locate, examine, and fully comprehend or understand the place, thing, or occurrence described. When referring to an investigation, the words "describe" or "description," refer to the identity of each person who was interviewed in connection with the investigation, stating the date and place of each interview, the identity of each person present at the interview, and the identity of each document that records, reflects, or refers to each interview.

8. The term "policy" means each rule, procedure, or directive, formal or informal, and each common understanding or course of conduct that was recognized as such by you, and that was in effect at any time during the period covered by these interrogatories.

9. "Including" is used to emphasize certain types of documents requested and should not be construed as limiting the request in any way.

10. "Or" and "and" should be construed so as to require the broadest possible interpretation.

11. The term "Mechanical documents" means all Repair Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Technical Assistance document(s) and/or any repair related communications or documents involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiff's Complaint or the subject vehicle's repair records for the same make, year and model as the subject vehicle. The term "Mechanical documents" also includes any document or communication which describes the conditions, defects, or non-conformities in the subject vehicle as alleged in Plaintiff's Complaint and any investigations relating to the same.

12. The term "Lemon Law documents" means any and all documents relating to State Lemon Laws and/or Lemon Law advice, the Magnuson-Moss Warranty Act and/or advice relating to the same, Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

13. The term "subject vehicle" is the vehicle owned or leased by Plaintiff(s) as detailed in Plaintiff's Complaint.

## REQUESTS FOR ADMISSION

1. The subject vehicle was brought to Defendant and/or an authorized service dealer of Defendant for repairs at least once within the time provided for under any of Defendant's warranties.

2. Defendant received written notification that Plaintiff no longer wanted to retain ownership and/or possession of the subject vehicle.

3. Defendant and/or its authorized service dealers have been unable to repair all of the defects in the subject vehicle which were complained of by Plaintiff within the time period of Defendant's warranties.

4. The subject vehicle was not been repaired after a reasonable number of attempts or reasonable amount of time.

5. The defects and non-conformities in the subject vehicle as alleged in Plaintiff's Complaint remain uncorrected.

6. Plaintiff has not abused the subject vehicle.

7. Plaintiff has not neglected the subject vehicle.

8. Plaintiff has not modified the subject vehicle.

9. Plaintiff has not altered the subject vehicle.

10. The subject vehicle has not sustained collision or impact damage to the subject vehicle.

11. All repairs performed on the subject vehicle were covered under Defendant's applicable warranty(ies).

12. The subject vehicle was subject to repair three (3) or more times for substantially the same nonconformity(ies)/defect(s) during the Plaintiff's two (2) years of ownership thereof, and the nonconformity(ies)/defect(s) for which it was subject to said repairs continue to exist.

13. The subject vehicle was subject to repair four (4) or more times for substantially the same nonconformity(ies)/defect(s) during the Plaintiff's two (2) years of ownership thereof, and the nonconformity(ies)/defect(s) for which it was subject to said repairs continue to exist.

14. The non-conformities in the subject vehicle substantially impair the use, value, or safety of the vehicle.

15. The subject vehicle has been out of service in excess of thirty (30) calendar days during the Plaintiff's first two (2) years of ownership thereof, and the nonconformity(ies)/defect(s) for which it was subject to said repairs continue to exist.

16. Defendant has a process by which engineers offer Special Service Messages, Technical Service Bulletins, or Service Bulletins when a fix for a known problem becomes available.

17. The subject vehicle was not safe and substantially free from defects.

18. A vehicle may be sold with latent defects that do not manifest until after its date of sale.

19. Defendant does not maintain an informal dispute resolution program that complies with 16 CFR § 703.

20. The subject vehicle was not fit for its ordinary purpose.

21. The subject vehicle was defective at the time it left Defendant's control.

22. The problems that Plaintiff experienced with the subject vehicle that caused the subject vehicle to be taken to Defendant's authorized dealership(s) were due to defects in factory supplied materials or workmanship.

23. The subject vehicle was diminished in value due to the fact that the defects in the subject vehicle were not repaired within a reasonable number of repair attempts or reasonable amount of time.

24. Plaintiff's vehicle was diminished in value due to the fact that the subject vehicle was not fit for its ordinary purpose.

25. Defendant authors and/or maintains a manual regarding the policies and procedures with respect to warranty repairs and warranty administration that provides instructions and information to Defendant's authorized dealers.

26. Plaintiff provided Defendant with a final opportunity to repair the alleged defects in the subject vehicle prior to filing the case at bar with the Court.

27. Defendant spent more money on warranty repairs for the subject vehicle than the average vehicle of the same year, make, and model.

28. The defects alleged by Plaintiff in the subject vehicle cannot be repaired by Defendant.

29. At the time Plaintiff took possession of the subject vehicle, it was covered by Defendant's written warranty.



IN THE COUNTY COURT IN AND FOR
[redacted]OLA COUNTY, FLORIDA

[redacted]E NO.

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.
_____/

**NOTICE OF SERVICE OF INTERROGATORIES**

The Plaintiff, [redacted] by and through her undersigned attorneys, KROHN AND MOSS, LTD., serves the following Interrogatories upon the Defendant, FORD MOTOR COMPANY, to be answered within the time and in the manner provided for in Rule 1.340, Fla.R.Civ.P.

**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that a correct and true copy of the foregoing was sent via mail to Ford Motor Company c/o CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324 on this _____, 2023.

[redacted]

# *Krohn & Moss, Ltd.*

***Main Office***
***1363 Shermer Rd., Suite 212***
***Northbrook, Illinois 60062***
***www.krohnandmoss.com***

***Writer's Direct Number***
***(312) 578-9428 Ext. 203***
***Writer's Direct Facsimile***
***(866) 431-5576***
***Writer's Direct E-Mail***
***bwikgren@consumerlawcenter.com***
***www.krohnandmoss.com***

***Licensed to practice Only in:***
***Florida***
***Illinois***



Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et. seq*., with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

**Having been formally notified of our representation, <u>you are instructed not to contact our client under any circumstances and you are hereby notified of our attorney's lien</u>. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.**

You are hereby notified that any settlement made with our client must include compensation for all statutory and other damages available to my client, including, but not limited to damages for the diminished value of the vehicle, incidental and consequential damages, and attorneys' fees. Please also note that if you settle directly with our client and do not make arrangements for payment of all damages, fees, and costs, we will file suit against you for tortious interference of our business relationship with our client and for violation of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. You are hereby notified that these defects and non-conformities include, but are not limited to:

1. Defective engine, transmission and/or electrical system as evidenced by the vehicle is overheating, the check engine light is on, and the wrench light is on and not shifting; and

2. All additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

As a result of your failure to repair defects in my client's vehicle, by and through your authorized dealers that were designated in your warranty to effectuate repairs, within a reasonable time or reasonable number of attempts, you have breached your written warranty. *See* 15 U.S.C. § 2310(e). *See also Cunningham v. Fleetwood Homes of Georgia, Inc.*, 253 F.3d 611, 618 (11th Cir. 2001) (citing § 2310(e) and noting "prior to bringing suit for breach of warranty, a consumer must give persons obligated under the warranty a reasonable opportunity to 'cure' the failure to comply with the obligations at issue"); *Kuns v. Ford Motor Co.*, 543 Fed. Appx. 572, 576 (6th Cir. Nov. 19, 2013) (same); *Ventura v. Ford Motor Corp.*, 433 A.2d 801, 812 (N.J. Sup. Ct. App. Div. 1981) (manufacturer's dealer was the entity obligated under 2310(e) to effectuate repairs per manufacturer's warranty); *Anderson v. Gulf Stream Coach*, 662 F. 3d 775, 781 (7th Cir. 2011); and *Pearson v. DaimlerChrysler Corp.*, 349 Ill.App.3d 688, 813 N.E.2d 230 (Ill. App. 2004).

Based on the above, my client has also justifiably lost confidence in the subject vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension.

*Zabriskie Chevrolet, Inc. v. Smith*, 240 A.2d 195, 205 (N.J. Ch. Div. 1968).

Concerning the amount of grief a person must endure, another court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car.

*Rester v. Morrow*, 491 So.2d 204, 210 (Miss. 1986).

My client's repair history clearly shows that my client's claims are viable:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not

> bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

*Kure v. Chevrolet Motor Division*, 581 P.2d 603, 608 (Wy. 1978).

As a result of your breach of warranty, my client may recover "damages and any other legal and equitable relief" as a result of your failure to comply with your obligation to repair the subject vehicle. *See* 15 U.S.C. § 2310(d) and *King v. King Motor Co. of Fort Lauderdale***,** 780 So.2d 937, 942 (Fla. 4th DCA 2001). As recognized by the First District:

> The Magnuson-Moss Act authorizes civil actions by consumers for damages. 15 U.S.C.S. § 2310(d) (Law. Co-op. 1982). Section 2311(b)(1) further provides: "Nothing in this title shall invalidate or restrict any right or remedy of any consumer under State law." Courts have generally interpreted these provisions as requiring resort to state warranty law to determine the measure of damages under the Act. *MacKenzie v. Chrysler Corp.,* 607 F.2d 1162, 1166 (5th Cir.1979); *Rose v. A & L Motor Sales,* 699 F. Supp. 75, 76 (W.D.Pa.1988). Florida law permits recovery of actual, incidental, and consequential damages for breach of warranty. §§ 672.714 - .715, Fla.Stat. (1987) (UCC §§ 2-714 to -715).

*Frank Griffin Volkswagen, Inc. v. Smith,* 610 So.2d 597, 615 (Fla. 1st DCA 1992) (emphasis added). *See also Walsh v. Ford Motor Co.*, 807 F.2d 1000, 1016 (D.C. Cir. 1986) ("state warranty law lies at the base of all warranty claims under Magnuson-Moss").

Finally, although it is my client's contention that you have already been provided with sufficient opportunities to repair the subject vehicle by the tendering of the vehicle to your dealers as designated in your warranty, if you are interested in performing further repairs to the vehicle, please contact me to make appropriate arrangements to do so. If I do not hear from you within ten (10) days I will presume you are uninterested in performing any further repairs to the vehicle.

To avoid any litigation, please contact me. If this matter is not amicably resolved within ten (10) days from the date of this letter, you are hereby put on notice that a lawsuit will be filed.

Sincerely,

[redacted]

/s/Brent Wikgren
Attorney at Law



PE23-015 001582 LC SV

ALLEN STEWART
A PROFESSIONAL CORPORATION

CERTIFIED MAIL®

7019 0700 0000 9908 9382

$6.90 0
US POSTAGE
FIRST-CLASS
062S0010101907
75201

Ford Motor Company
ATTN: Legal Department
P.O. Box 6248
Dearborn, MI 48121

FORD MOTOR COMPANY

MAR 19 2021

OFFICE OF THE GENERAL
COUNSEL

48121-624848

ALLEN STEWART
A PROFESSIONAL CORPORATION

*Andrew Ross – Attorney at Law*
*(214) 965-8703 Direct Line*
*(214) 965-8701 Facsimile*

[redacted]

Ford Motor Company
ATTN: Legal Department
PO Box 6248
Dearborn, MI 48121

[redacted]

To Whom It May Concern:

Please note that the above-named individual has retained our services against your company pursuant to the Federal Magnuson-Moss Warranty Act (hereinafter referred to as "Warranty Act") with regard to the above-listed vehicle.

**As you have been formally notified of our legal representation of Natalie Ray, you are instructed not to contact our client under any circumstances. Please direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.**

**Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. As such, if you attempt to settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. Lastly, you are hereby notified of our attorneys' lien.**

My client has experienced multiple defects in their vehicle. Your company, through your authorized dealerships, have been unable to repair their vehicle within a reasonable time and/or

after having a reasonable numerous of attempts to repair it. As such, my client seeks relief under the Warranty Act as you have breached both your written warranty and the implied warranty of merchantability. The defects experienced by my client include, but are not limited to:

1. Defective engine as evidenced by low oil pressure light, loss of acceleration, loss of power, CEL on, and would not go over 40 mph; *and*
2. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. As a result of these defects, my client has justifiably lost confidence in the vehicle. You are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defect and payment of our attorneys' fees pursuant to the fee-shifting provisions of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

[redacted]

Andrew Ross
Attorney at Law

[redacted]





ALLEN STEWART
A PROFESSIONAL CORPORATION

*Andrew Ross – Attorney at Law*
*(214) 965-8703 Direct Line*
*(214) 965-8701 Facsimile*
*aross@allenstewart.com*

May 7, 2021

[redacted]

To Whom It May Concern:

Please note that the above-named individual has retained our services against your company pursuant to the Federal Magnuson-Moss Warranty Act (hereinafter referred to as "Warranty Act") with regard to the above-listed vehicle.

**As you have been formally notified of our legal representation [redacted] you are instructed not to contact our client under any circumstances. Please direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.**

**Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. As such, if you attempt to settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. Lastly, you are hereby notified of our attorneys' lien.**

My client has experienced multiple defects in their vehicle. Your company, through your authorized dealerships, have been unable to repair their vehicle within a reasonable time and/or

after having a reasonable numerous of attempts to repair it. As such, my client seeks relief under the Warranty Act as you have breached both your written warranty and the implied warranty of merchantability. The defects experienced by my client include, but are not limited to:

1. Defective engine as evidenced by CEL on, low oil pressure light on, car making a noise, required being towed in, no power, vehicle wouldn't move, banging noise, drivetrain fault error, and lost all power; *and*
2. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. As a result of these defects, my client has justifiably lost confidence in the vehicle. You are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defect and payment of our attorneys' fees pursuant to the fee-shifting provisions of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

[redacted]

[redacted]

Andrew Ross
Attorney at Law



[redacted]

## Service of Process Transmittal Summary

[redacted]

**ACTION ITEMS:** CT has retained the current log, Retain Date: 06/28/2022, Expected Purge Date: 07/03/2022

Image SOP

**REGISTERED AGENT CONTACT:**

The Corporation Company
40600 Ann Arbor Road E
Suite 201
Plymouth, MI 48170
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

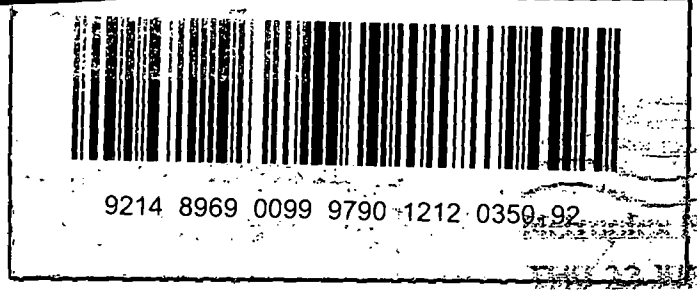
[redacted]

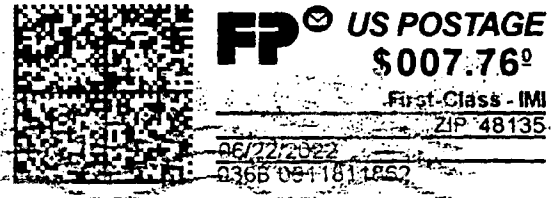
**Ser**

[redacted]

disclaims all liability for the information contained in this form, including for any omissions o
contained therein.

Consumer Legal Services, P.C.
30928 Ford Road
Garden City, MI 48135




Ford Motor Company
c/o The Corporation Company
40600 Ann Arbor Rd. E. Suite 201
Plymouth, MI 48170

PE23-015 001593 LC SV

[redacted]

| Plaintiff's name(s), address(es), and telephone no(s) | | Defendant's name(s), address(es), and telephone no(s). |
|---|---|---|
| Reynolds, Walter | v | Ford Motor Company |
| Plaintiff's attorney, bar no., address, and telephone no. | | |

[redacted]

any required information. Submit this form to the court clerk along with
n MC 21). The summons section will be completed by the court clerk.

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, ☐ _____ Court,

where it was given case number _____ and assigned to Judge _____.

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 |
|---|---|---|
| 6/22/2022 | 9/21/2022 | Laverne Chapman |

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.

**MC 01** (9/19) **SUMMONS** MCR 1.109(D), MCR 2.102(B), MCR 2.103, MCR 2.104, MCR 2.105

THIRD JUDICIAL CIRCUIT OF MICHIGAN

[redacted]

## PROOF OF SERVICE

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

## CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

☐ **OFFICER CERTIFICATE** OR ☒ **AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult, and I am not a party or an officer of a corporate party (MCR 2.103[A]), and that: (notarization required)

☐ I served personally a copy of the summons and complaint.

☒ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with Exhibits and Jury Demand

List all documents served with the Summons and Complaint

on the defendant(s):

| Defendant's name | Complete address(es) of service | Day, date, time |
|---|---|---|
| Ford Motor Company<br>c/o The Corporation Company | 40600 Ann Arbor Rd. E, Suite 201<br>Plymouth, MI 48170 | Wednesday June 22, 2022<br>@5pm |
| | | |

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

| Defendant's name | |
|---|---|
| | |
| | |

[redacted]

I declare under the penalties of perjury that this p
information, knowledge, and belief.

| Service fee<br>$ | Miles traveled<br>$ | Fee<br>$ | |
|---|---|---|---|
| Incorrect address fee<br>$ | Miles traveled<br>$ | Fee<br>$ | **Total fee**<br>$ |

Name (type or print)

Paralegal

[redacted]

Subscri

My com

Notary p

I acknov

Signat

[redacted]

**STATE OF MICHIGAN**

**IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE**

[redacted]

NZ

v

FORD MOTOR COMPANY, a Delaware Corporation,

Defendant,

[redacted]

/

/

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

**COMPLAINT**

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, CONSUMER LEGAL SERVICES, P.C., who complains against the above-named Defendant as follows:

1. Plaintiff is a resident of the [redacted]

22-007438-NZ FILED IN MY OFFICE Cathy M

2. Defendant, FORD MOTOR COMPANY (hereinafter referred to as "Manufacturer"), is a Delaware corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of manufacturer's vehicles and related equipment, with its corporate headquarters in the City of Dearborn, Wayne County, Michigan.

3. On or about February 4, 2021, Plaintiff purchased a 2019 Ford Ecosport, VI[redacted] (hereinafter referred to as "2019 Ecosport"), from Carvana (hereinafter referred to as Seller) which was manufactured by the Manufacturer (see copy of the Retail Installment Contract attached as Exhibit A).

4. Along with the sale of the 2019 Ecosport, Plaintiff received written warranties, extended warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties and extended warranties from the Manufacturer (a copy of the written warranty is in the possession of the Defendant).

5. Plaintiff has taken the 2019 Ecosport to the Manufacturer's authorized agents/dealers on at least fourteen (14) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiffs' 2019 Ecosport include the following:

| Date | Mileage | Invoice # | Complaint |
|---|---|---|---|
| 01/11/22 | 28,145 | 59370 | **ENGINE:** Low pressure light. Check engine light on, know when started, will not move. **REPLACED THE ENGINE.** |
| 03/05/22 | | | **ENGINE:** SUV went into limp mode while accelerating. Malfunction indicator lamp-Crankcase ventilation hose sensor. Very strong exhaust gasoline smell. |

| | | | |
|---|---|---|---|
| 03/16/22 | | | **ENGINE:** SUV went into limp mode while accelerating. Malfunction indicator lamp-Crankcase ventilation hose sensor. Very strong exhaust gasoline smell. |
| 03/21/22 | | | **ENGINE:** SUV went into limp mode while accelerating. Malfunction indicator lamps-Crankcase Ventilation Hose sensor and Anti-Lock Brakes. Very strong exhaust gasoline smell. |
| 04/06/22 | | | **ENGINE:** SUV went into limp mode while accelerating. Malfunction indicator lamp-Crankcase Ventilation Hose sensor and Anti-Lock Brakes. Very strong exhaust gasoline smell. |
| 04/11/22 | | | **ENGINE:** SUV went into limp mode while accelerating. Malfunction indicator lamp-Crankcase Ventilation Hose sensor and Anti-Lock Brakes. Very strong exhaust gasoline smell. |
| 04/15/22 | | | **ENGINE:** SUV went into limp mode while accelerating. Malfunction indicator lamp-Crankcase Ventilation Hose sensor and Anti-Lock Brakes. Very strong exhaust gasoline smell. |
| 04/22/22 | | | **ENGINE:** SUV went into limp mode while accelerating. Malfunction Indicator Lamp-Powertrain Failure. Very strong exhaust gasoline smell. SUV broke down on the side of the road, dealership instructed how to reset the computer; had to disconnect power cables to get SUV to start. |
| 04/23/22 | 35,698 | 62265 | **ENGINE:** The transmission wouldn't shift; RPMS were really high. There are a bunch of codes popping up on dash. |

| | |
|---|---|
| 04/28/22 | **ENGINE:** SUV went into limp mode while accelerating. Malfunction Indicator Lamp-Crankcase Ventilation Hose sensor, Powertrain Fault, Four Wheel Drive Fault, and Turbo Over Boost. Very strong exhaust gasoline smell. |
| 05/17/22 | **ENGINE:** SUV went into limp mode while accelerating. Malfunction Indicator Lamp-Powertrain Fault. Code Reader P0299. Very strong exhaust gasoline smell. |
| 05/27/22 | **ENGINE:** SUV went into limp mode while accelerating. Malfunction Indicator Lamp-Powertrain Fault. Code Reader P0299. Very strong exhaust gasoline smell. |
| 05/29/22 | **ENGINE:** SUV went into limp mode while accelerating. Malfunction Indicator Lamp-Powertrain Fault. Code Reader P0299. Very strong exhaust gasoline smell. |
| 06/06/22 | **ENGINE:** SUV went into limp mode while accelerating. Malfunction Indicator Lamp-Powertrain Fault. Code Reader P0299. Very strong exhaust gasoline smell. |

6. This cause of action arises out of Defendant's misrepresentations, various breaches of warranties, breaches of contractual obligations, violations of statutes and breaches of covenants of good faith and fair dealing as hereinafter alleged.

7. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS ($25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendant, together with equitable relief. In addition, Plaintiff seeks damages from Defendant for incidental, consequential, exemplary and actual damages including interest, costs, and attorneys' fees.

## COUNT I
## BREACH OF WRITTEN WARRANTY

8. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 7 as though herein fully restated and realleged.

9. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

10. Manufacturer is a "seller" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

11. The 2019 Ecosport constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

12. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.

13. Plaintiff's purchase of the 2019 Ecosport was accompanied by warranties, written and otherwise, offered by the Manufacturer. Whereby said warranties were part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer for its sale of the vehicle.

14. In its written warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer would provide repair of the 2019 Ecosport free of charge to Plaintiff under specific terms as stated in the written warranty. Additionally, the subsequent servicing of the subject vehicle at Manufacturer's authorized repair facilities and parts provided were warranted by Defendant.

15. In fact, Plaintiff discovered the 2019 Ecosport had defects and problems after Plaintiff purchased the vehicle as discussed above.

16. Plaintiff notified Manufacturer of the aforementioned defects.

17. Plaintiff has provided the Manufacturer with sufficient opportunities to repair or replace the 2019 Ecosport.

18. Plaintiff has reasonably met all obligations and pre-conditions as provided in the written warranty.

19. The Manufacturer has failed to adequately repair the 2019 Ecosport and/or have not repaired the 2019 Ecosport within a reasonable amount of time.

20. Even though the written warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2019 Ecosport's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

21. The 2019 Ecosport continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

22. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2019 Ecosport.

23. The Manufacturer induced Plaintiff's acceptance of the 2019 Ecosport by agreeing, by means of the written warranties, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

24. As a result of its defective nature, the Plaintiff has lost faith and confidence in the 2019 Ecosport and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

25. Plaintiff alleges that as of the date of revocation, the 2019 Ecosport was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear and seeks to return the vehicle to Defendant for a refund.

26. If the finder of fact finds revocation and/or return of the vehicle for a refund was improper, then, in the alternative, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

27. The Manufacturer has refused Plaintiff's demands and has failed to provide Plaintiff with the remedies to which Plaintiff is entitled, and Defendant's breach of warranty obligations have damaged Plaintiff. (Including, but not limited to, MCLA 440.2313, MCLA 440.2608, MCLA 440.2711, 440.2714 and 440.2715).

WHEREFORE, Plaintiff prays for judgment against Defendant:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price and finance charges paid by Plaintiff for the 2019 Ecosport;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For all damages caused by Defendant's breach of written warranty;

E. Plaintiff's return of the vehicle for a refund to Defendant under Davis v Forest River, 485 Mich 941 (2009), and for damages incurred in revoking acceptance;

F. For incidental, consequential and actual damages;

G. For costs, interest and attorneys' fees; and

H. For such other relief this Court deems appropriate.

**COUNT II**
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

28. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 27 as though herein fully restated and realleged.

29. The Manufacturer is a "merchant" with respect to automobiles and vehicle components under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

30. The 2019 Ecosport and the replacement parts installed on it were subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer to the benefit of Plaintiff.

31. The 2019 Ecosport and replacement parts installed on it were not fit for the ordinary purpose for which such goods are used and would not pass without objection in the trade.

32. The defects and problems hereinbefore described rendered the 2019 Ecosport and the replacement parts unmerchantable.

33. The Manufacturer failed to adequately remedy the defects in the 2019 Ecosport; and the 2019 Ecosport continued to be in an unmerchantable condition at the time of revocation.

34. Defendant's breach of an implied warranty of merchantability has caused damages to Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Defendant:

A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;

B. For damages caused by the breach of an implied warranty;

C. For a refund of the purchase price paid and finance charges by Plaintiff for the 2019 Ecosport;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. Plaintiff's return of the vehicle for a refund to Defendant under Davis v Forest River, 485 Mich 941 (2009), and for damages incurred in revoking acceptance;

F. For consequential, incidental and actual damages;

G. Costs, interest and attorneys' fees; and

H. Such other relief this Court deems appropriate.

**COUNT III**
**BREACH OF CONTRACT**

35. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 34 as though herein fully restated and realleged.

36. Written warranties and implied warranties accompanied the sale of the 2019 Ecosport to Plaintiff. Written warranties provided the Defendant would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

37. Additionally, each time the vehicle was serviced by a manufacturer authorized repair facility, the Defendant provided a warranty that the repairs were properly performed and merchantable parts were used.

38. The warranties given by the Manufacturer at the time of sale and the vehicles subsequent servicing created a contractual relationship between the Manufacturer and Plaintiff.

39. The Manufacturer has breached its contractual obligations to Plaintiff in that it has failed to properly repair or adjust defective parts covered under the written warranty within a reasonable time.

40. The Manufacturer has breached its contractual obligations to Plaintiff in that it has failed to properly provide a merchantable vehicle at the time of sale and/or has failed to provided merchantable replacement parts during the vehicles subsequent servicing.

41. Plaintiff has been damaged by Defendant's breach of contractual obligations to Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Defendant:

A. Damages incurred by Plaintiff created by Defendant's breach of contract, including all monies paid for the purchase of the 2019 Ecosport;

B. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendant;

C. For incidental, consequential, and actual damages;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. Plaintiff's return of the vehicle for a refund to Defendant under Davis v Forest River, 485 Mich 941 (2009), and for damages incurred in revoking acceptance;

F. For all damages caused by a Defendant's breach of its contractual obligation to Plaintiff.

G. For costs and expenses, interest, and attorneys' fees; and

H. Such other relief this Court deems appropriate.

**COUNT IV**
**BREACH OF WRITTEN WARRANTY UNDER**
**MAGNUSON-MOSS WARRANTY ACT**

42. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 41 as though herein fully restated and realleged.

43. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

44. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

45. The 2019 Ecosport and the replacement parts are "consumer products" as defined in the Warranty Act, 15 USC 2301(1).

46. The 2019 Ecosport was manufactured, sold and purchased after July 4, 1975.

47. The written warranties given by the Manufacturer pertaining to the 2019 Ecosport are "written warranties" as defined in the Warranty Act, 15 USC 2301(6).

48. The above-described actions, (including, but not limited to, failure to honor the written warranty, failure to properly repair the vehicle and/or failure repair the above-mentioned defects within a reasonable amount of time, etc.), constitute a breach of the written warranty by the Manufacturer actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Defendant:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid and finance charges by Plaintiff for the 2019 Ecosport;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For all damages caused by Defendant's breach of written warranty;

E. Plaintiff's return of the vehicle for a refund to Defendant under Davis v Forest River, 485 Mich 941 (2009), and for damages incurred in revoking acceptance;

F. For consequential, incidental and damages;

G. For costs, interest and attorneys' fees; and

H. Such other relief this Court deems appropriate.

## COUNT V
## REVOCATION OF ACCEPTANCE

49. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 48 as though herein fully restated and realleged.

50. Plaintiff accepted the 2019 Ecosport without discovering the above defects and/or nonconformities due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects and/or nonconformities.

51. In the alternative, Plaintiff reasonably assumed, and Manufacturer represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

52. After numerous attempts by Defendant to cure, it has become apparent the defects and/or nonconformities could not be seasonably cured.

53. The nonconformities and/or defects substantially impaired the value of the 2019 Ecosport to the Plaintiff.

54. Plaintiff had previously notified Manufacturer of the defects and/or nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2019 Ecosport and out-of-pocket expenses. (Including, but not limited to, Plaintiff's letter attached as Exhibit C).

55. Manufacturer has nevertheless refused to accept return of the 2019 Ecosport and has refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Defendant:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid and finance charges by Plaintiff for the 2019 Ecosport;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. Plaintiff's return of the vehicle for a refund to Defendant under Davis v Forest River, 485 Mich 941 (2009), and for damages incurred in revoking acceptance;

F. Costs, interest and attorneys' fees; and

G. Such other relief this Court deems appropriate.

**COUNT VI**
**BREACH OF IMPLIED WARRANTY UNDER**
**MAGNUSON-MOSS WARRANTY ACT**

56. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 55 as though herein fully stated and realleged.

57. The above-described actions on the part of the Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Defendant:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid and finance charges by Plaintiff for the 2019 Ecosport;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For all damages caused by the breach of an implied warranty;

E. Plaintiff's return of the vehicle for a refund to Defendant under Davis v Forest River, 485 Mich 941 (2009), and for damages incurred in revoking acceptance;

F. For consequential, incidental and actual damages;

G. For costs, interest and attorneys' fees; and

H. Such other relief this Court deems appropriate.

**COUNT VII**
**RESCISSION OF CONTRACT**

58. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 57 as though herein fully restated and realleged.

59. Written warranties and implied warranties accompanied the delivery of the 2019 Ecosport to Plaintiff. The written warranties provided that the Defendant would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

60. The sale of the vehicle and the written warranty, given by the Manufacturer and created a contractual relationship between the Manufacturer and Plaintiff.

61. The Manufacturer has breached the written warranty contract obligations in that it has failed to repair or adjust defective parts covered under the limited warranty, has failed to do the same within the limited warranty coverage period, and within a reasonable time.

62. The Manufacturer has breached the implied warranty obligations in that it has failed to provide a merchantable vehicle to Plaintiff.

63. The Manufacturer's breaches of obligations owed to Plaintiff have resulted in a failure of consideration justifying rescission of contract.

64. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for judgment and the following relief against Defendant:

A. That this Court order a rescission of the sale contract by having the Defendant refund all monies paid by Plaintiff, terminate the sale contract, requiring Defendant to pay off the balance of the contract and all termination fees, and allowing Plaintiff to return the 2019 Ecosport to the Defendant;

B. For damages incurred by Plaintiff created by Defendant's breach of contract, including, but not limited to all monies paid or amounts owed under the sale of the 2019 Ecosport;

C. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff under the sale;

D. For termination of the sale contract, requiring Defendant to pay off the balance of the contract and all termination fees;

E. Plaintiff's return of the vehicle for a refund to Defendant under Davis v Forest River, 485 Mich 941 (2009), and for damages incurred in revoking acceptance;

F. For incidental, consequential, exemplary and actual damages;

G. For costs and expenses, interest, and attorneys' fees;

H. To rescind the contract; and

I. Such other equitable relief this Court deems appropriate.

Respectfully submitted,

[redacted]

Dated: June 21, 2022

# Exhibit A

THIS IS A COPY
This is a copy view of the Authoritative Copy held by the designated custodian

[redacted]

applicable law. Seller does not have to make any repairs on this vehicle, except as required under the limited warranty and applicable state law. Buyer(s) may also have other rights that vary from state to state.

Buyer(s) ("you") and Dealership ("we") agree that this Retail Purchase Agreement (this "Agreement") is governed by federal law and the law of the state of the Dealership Address listed above. We are agreeing to sell to you and you are agreeing to buy from us the Vehicle at our licensed dealership location shown above, subject to the terms and conditions of this Agreement. We agree to transfer to you and you agree to accept title and ownership of the Vehicle in the state of the Dealership Address listed above. When we transfer title and ownership of the Vehicle to you, you may take delivery of the Vehicle from us at our licensed dealership location shown above or you may make arrangements with us to have the Vehicle transported to another mutually agreed-upon location for your pick-up.

**TRADE-IN VEHICLE #1**

| Year | Make | Model | Body |
|---|---|---|---|
| N/A | N/A | N/A | N/A |

| Lic. Plate # | License Tab # | Expires | Mileage | Color |
|---|---|---|---|---|
| N/A | | | N/A | N/A |

VIN # N/A

**TRADE-IN VEHICLE #2**

| Year | Make | Model | Body |
|---|---|---|---|
| N/A | N/A | N/A | N/A |

[redacted]

| | |
|---|---|
| Selling price | $18,990.00 |
| Sales Tax | $1,162.80 |
| MI Registration Fee | $198.00 |
| Title Fee | $15.00 |
| Lien Filing Fee | $1.00 |
| Transit Charge | $390.00 |
| **Subtotal** (Selling Price + Delivery Fee + Fees + Taxes) | **$20,756.80** |
| Cash Down Payment | $1,000.00 |
| Total Down Payment (Cash Down Payment) | $1,000.00 |
| Balance Due (Subtotal - Total Down Payment) | $19,756.80 |
| **TOTAL BALANCE DUE** | **$19,756.80** |

**FINANCE CHARGE**

The dollar amount the credit will cost you

$ 17,294.60

If financed, interest charged on the principal amount. See Retail Installment Contract for more information.

[redacted]

# Exhibit B

[redacted]

ADDITIONAL PARTS CONT RO 59785 LINE 1
VERIFIED CONCERN, CHECKED OASIS, REMOVED AND REPLACED ENGINE AND TURBO PER SSM. SEE ATTACHED.
VERIFIED CONCERN, CHECKED OASIS, FOUND SSM 49918 FOR OIL PRESSURE CONCERN. MANUALLY CHECKED OIL PRESSURE, 0 PSI FOUND. PERFORMED COST CAP, COST CAP DOESN'T COMPLETE AND SAYS NO PRIOR APPROVAL REQUIRED.

| | | |
|---|---|---|
| 6007A | [51] | 81 |
| 6007A34 | [51] | 33 |
| FL2114B12 | (KIT - ELEMENT) | 2 |
| CM5Z9229A | (KIT - "O" RIN) | 1 |
| 4R8Z6N652A | (GASKET) | 1 |
| CM5Z00812E | (BOLT) | 12 |
| CM5Z00812F | (BOLT) | 4 |
| CM5Z00812H | (BOLT - SPECIA) | 2 |
| CM5Z6378A | (WASHER) | 1 |
| CM5Z6700B | (SEAL ASY - CR) | 1 |
| CM5Z6A345A | (BOLT - HEX.HE) | 1 |
| CM5Z6K679B | (PIPE - OIL FE) | 1 |
| CM5Z6K682L | (TURBOCHARGER ) | 1 |
| CM5Z6L092A | (TUBE ASY - DR) | 1 |
| CM5Z8255B | (GASKET) | 1 |
| CM5Z9450A | (GASKET) | 1 |
| CM5Z9J323A | (TUBE ASY) | 1 |
| F1FZ9N454G | (HEAT SHIELD) | 1 |
| G1FZ6006A | (SERVICE ENGIN) | 1 |
| GN1Z5A215A | (CLAMP - EXHAU) | 1 |
| W500414S442 | (BOLT) | 5 |
| W715141S442 | (BOLT) | 1 |
| W715195S437 | (BOLT) | 6 |
| W715309S300 | (STUD) | 8 |
| W715474S437 | (BOLT AND WASH) | 14 |
| W715618S437 | (NUT) | 4 |
| W715991S442 | (BOLT) | 1 |
| W715992S442 | (BOLT) | 1 |
| W716271S437 | (NUT) | 10 |
| OSP | (HANDLING) | 1 |
| TA16 | (ADHESIVE) | 1 |
| TA357 | (SEALANT - SIL) | 1 |
| ZC20 | (SHAMPOO - ENG) | 1 |
| ZC31B | (CLEANER - MET) | 1 |
| ZC30A | (REMOVER - SIL) | 1 |
| OSP | (WATER) | 1 |
| VC13G | (ANTI-FREEZE) | 1 |
| FD8Z7A248A | (SEAL ASY - OI) | 1 |

Program Code LTIS
[redacted] .(Warranty ).....

[redacted]

59370 Job 5406

# McDonald Ford, Inc.

6790 Midland Rd
Freeland, MI 48623
(989) 695-5566

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| | 1638.00 | .00 | Labor | .00 |
| | 3431.65 | .00 | Parts | .00 |
| | .00 | .00 | Sublet/Fees | .00 |
| | .00 | .00 | Warr Deduct | .00 |
| | .00 | .00 | Shop Supplies/ | .00 |
| | .00 | .00 | Oil/Grease | .00 |
| | .00 | .00 | Less Disc. | .00 |
| | 5069.65 | .00 | Total | .00 |
| | .00 | .00 | Tax | .00 |
| | .00 | .00 | Tax2 | .00 |
| | .00 | .00 | Tire Tax | .00 |
| | 5069.65 | .00 | TOTAL (DUE) | .00 |



59370 Job 5406

# McDonald Ford, Inc.

6790 Midland Rd
Freeland, MI 48623
(989) 695-5566

[redacted]

| | | | |
|---|---|---|---|
| EM5Z2A572A | (GASKET - VACU) | 1 | 4.03 |
| CM5Z6C535A | (SEAL - VALVE) | 2 | 3.32 |
| F1FZ6379A | (BOLT - HEX.HE) | 6 | 7.38 |
| XO5W20QSP | (MOTOR OIL) | 5 | 13.70 |
| W715474S437 | (BOLT AND WASH) | 14 | 6.30 |
| Total Parts ..... | | | 34.73 |
| (51-5116 KYLE JACOBS-M267234) A | Total Repair (Warranty ) ..... | | 34.73 |

| | --C/P-- | --W/C-- | --INT-- | -Total- | |
|---|---|---|---|---|---|
| Labor Time | 0 | 0 | 0 | 0 | |
| Total Labor | .00 | .00 | .00 | .00 | |
| Total Parts | .00 | 34.73 | .00 | 34.73 | (N/A) |
| Total G/O/G | .00 | .00 | .00 | .00 | |
| Tot Sub/Fees | .00 | .00 | .00 | .00 | |
| Total R/O | .00 | 34.73 | .00 | 34.73 | (N/A) |

| CUSTOMER | INT | CUSTOMER | |
|---|---|---|---|
| .00 | .00 | Labor | .00 |
| 34.73 | .00 | Parts | .00 |
| .00 | .00 | Sublet/Fees | .00 |
| .00 | .00 | Warr Deduct | .00 |
| .00 | .00 | Shop Supplies/ | .00 |
| .00 | .00 | Oil/Grease | .00 |
| .00 | .00 | Less Disc. | .00 |
| 34.73 | .00 | Total | .00 |
| .00 | .00 | Tax | .00 |
| .00 | .00 | Tax2 | .00 |
| .00 | .00 | Tire Tax | .00 |
| 34.73 | .00 | TOTAL (DUE) | .00 |



Printed 1 time(s)

59785 Job 5406

VIEW R/O

# McDonald Ford, Inc.

6790 Midland Rd
Freeland, MI 48623
(989) 695-5566

[redacted]

| | | | | | | |
|---|---|---|---|---|---|---|
| (2) C/S THAT THERE ARE A BUNCH OF CODES POPPING UP ON DASH<br>P051B DTC APPLIES TO TSB 19-2164. REPROGRAMME D PCM AND CLEARED DTCS PER TSB.<br>COMPLETED TSB 192164 TO CORRECT CONCERN<br>(34-3415 TYLER KANOUSE-M262169) A | 192164A | 04 | E29 | [34] | 4 | 52.00 |
| | Total Labor ..... | | | | | 52.00 |
| | Total Repair (Warranty ) ..... | | | | | 52.00 |

| | --C/P-- | --W/C-- | --INT-- | -Total- | |
|---|---|---|---|---|---|
| Labor Time | 0 | 4 | 0 | 4 | |
| Total Labor | .00 | 52.00 | .00 | 52.00 | |
| Total Parts | .00 | .00 | .00 | .00 | (N/A) |
| Total G/O/G | .00 | .00 | .00 | .00 | |
| Tot Sub/Fees | .00 | .00 | .00 | .00 | |
| Total R/O | .00 | 52.00 | .00 | 52.00 | (N/A) |

| VHC | INT | | CUSTOMER |
|---|---|---|---|
| 52.00 | .00 | Labor | .00 |
| .00 | .00 | Parts | .00 |
| .00 | .00 | Sublet/Fees | .00 |
| .00 | .00 | Warr Deduct | .00 |
| .00 | .00 | Shop Supplies/ | .00 |
| .00 | .00 | Oil/Grease | .00 |
| .00 | .00 | Less Disc. | .00 |
| 52.00 | .00 | Total | .00 |
| .00 | .00 | Tax | .00 |
| .00 | .00 | Tax2 | .00 |
| .00 | .00 | Tire Tax | .00 |
| 52.00 | .00 | TOTAL (DUE) | .00 |



Printed 1 time(s)

62265 Job 6295

VIEW R/O

# Exhibit C

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
CHRISTOPHER A. WINKLER
TRAVIS L. SHACKELFORD
STEVEN S. TOTH, JR.

CONSUMER Legal Services, P.C.
ATTORNEYS AND COUNSELORS

www.LemonAuto.com

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX (734) 261-4737

June 14, 2022

Ford Motor Company
c/o The Corporation Company
40600 Ann Arbor Rd. E, Suite 201
[redacted]

To Whom it May Concern:

Please be advised that I represent [redacted] regarding the sale of the above-referenced vehicle purchased on or about February 4, 2021. Ford Motor Company has breached its warranty obligations to Plaintiff and failed to timely repair this vehicle. Mr. [redacted] pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2019 Ford Ecosport, and is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to him of monies expended, putting him back in the position he was prior to the contract.

Mr. [redacted] intends to hold Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle and breach of warranty, including, but not limited to, attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 440.2313, M.C.L.A. 440.2314, 15 USC 2310(d)(2), M.C.L.A. 440.2714, M.C.L.A. 440.2715, M.C.L.A 440.2719, Kelynack v Yamaha Motor Corp, USA, 152 Mich App 105, 110-111 (1986), Davis v Forest River, 485 Mich 941 (2009), Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980).

Since the date [redacted] took delivery, the 2019 Ford Ecosport has been in for repairs on numerous occasions and been out of service due to defects for an excessive amount of time. If you do not contact us in writing within 7 days of this letter and acknowledge your breach of warranties and sale of a nonconforming good, we will bring an action seeking all remedies available under the law.

If I do not hear from you within 7 days, I will assume that you refuse to acknowledge your breach of warranty and the nonconforming nature of the vehicle. Please be advised that if you do not allow return of the vehicle, my client will be forced to continue to use the vehicle to mitigate his damages. However, if you wish for Mr. [redacted] to discontinue use of the vehicle and thereby increase his damages, please advise me in writing immediately. If I do not hear otherwise, I will assume that you authorize his continued use of the vehicle to minimize his damages.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with Mr. [redacted] must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

**CONSUMER LEGAL SERVICES, P.C.**

[redacted]

SST/snh

cc: [redacted]

22-007438-NZ FILED IN MY OFFICE Cathy M. Garrett WAYNE COUNTY CLERK 6/22/2022 3:40 PM Laverne Chapman

**STATE OF MICHIGAN**

**IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE**

[redacted]

Plaintiff,

v NZ

FORD MOTOR COMPANY, a Delaware Corporation

Defendants.

/

CONSUMER LEGAL SERVICES, P.C.
STEVEN S. TOTH P-44487
RONALD J. BOLZ P-43897
CHRISTOPHER A. WINKLER P-57431
TRAVIS L. SHACKELFORD P-68710
STEVEN S. TOTH JR P-83678
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

/

**JURY DEMAND**

Plaintiff [redacted]

[redacted]

[redacted]

[redacted]

06/21/2022

Image SOP

**REGISTERED AGENT CONTACT:**

The Corporation Company
40600 Ann Arbor Road E
Suite 201
Plymouth, MI 48170
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

[redacted]

[redacted]

[redacted]

disclaims all liability for the information contained therein.

**CONSUMER LEGAL SERVICES, P.C.**
30928 Ford Road
Garden City, MI 48135

METROPLEX MI 420
14 JUN 2022

US POSTAGE
$000.53⁰
First-Class - IMI
ZIP 48135
06/14/2022
036B 0011811862

Ford Motor Company
c/o The Corporation Company
40600 Ann Arbor Road E. Suite 201
Plymouth, MI 48170

48170-467551

PE23-015 001626 LC SV

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
CHRISTOPHER A. WINKLER
TRAVIS L. SHACKELFORD
STEVEN S. TOTH, JR.

CONSUMER Legal Services, P.C.
ATTORNEYS AND COUNSELORS

www.LemonAuto.com

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX (734) 261-4737

June 14, 2022

Ford Motor Company
c/o The Corporation Company
40600 Ann Arbor Rd. E, Suite 201
Plymouth, MI 48170

[redacted]

Please be advised that I represent [redacted] regarding the sale of the above-referenced vehicle purchased on or about February 4, 2021. Ford Motor Company has breached its warranty obligations to Plaintiff and failed to timely repair this vehicle. Mr. [redacted] pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2019 Ford Ecosport, and is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to him of monies expended, putting him back in the position he was prior to the contract.

Mr. [redacted] intends to hold Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle and breach of warranty, including, but not limited to, attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 440.2313, M.C.L.A. 440.2314, 15 USC 2310(d)(2), M.C.L.A. 440.2714, M.C.L.A. 440.2715, M.C.L.A 440.2719, Kelynack v Yamaha Motor Corp, USA, 152 Mich App 105, 110-111 (1986), Davis v Forest River, 485 Mich 941 (2009), Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980).

Since the date Mr. [redacted] took delivery, the 2019 Ford Ecosport has been in for repairs on numerous occasions and been out of service due to defects for an excessive amount of time. If you do not contact us in writing within 7 days of this letter and acknowledge your breach of warranties and sale of a nonconforming good, we will bring an action seeking all remedies available under the law.

If I do not hear from you within 7 days, I will assume that you refuse to acknowledge your breach of warranty and the nonconforming nature of the vehicle. Please be advised that if you do not allow return of the vehicle, my client will be forced to continue to use the vehicle to mitigate his damages. However, if you wish for Mr. [redacted] to discontinue use of the vehicle and thereby increase his damages, please advise me in writing immediately. If I do not hear otherwise, I will assume that you authorize his continued use of the vehicle to minimize his damages.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with Mr. Reynolds must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

**CONSUMER LEGAL SERVICES, P.C.**

[redacted]



CT Corporation

[redacted]

**TO:** Chuck Morici
Ford Motor Company
1 American Rd
Dearborn, MI 48126-2798

**RE:** **Process Served in California**

**FOR:** Ford Motor Company (Domestic State: DE)

[redacted]

805-342-0555

**ACTION ITEMS:** CT has retained the current log, Retain Date: 01/06/2022, Expected Purge Date: 01/11/2022

Image SOP

**REGISTERED AGENT ADDRESS:**
C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203

877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Wed, Jan 5, 2022

**Server Name:** Jimmy Lizama

| | |
|---|---|
| Entity Served | FORD MOTOR COMPANY |
| Case Number | [redacted] |
| Jurisdiction | |



SUM-100

SUMMONS

FOR COURT USE ONLY

[redacted]

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*

[redacted]

Judicial Council of California, www.courts.ca.gov
SUM-100 [Rev. July 1, 2009]

[redacted]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

[redacted]

FORD MOTOR COMPANY and DOES 1 through 10, inclusive,

Defendants.

[redacted] BEVERLY CONSUMER WARRANTY ACT]

1. BREACH OF IMPLIED WARRANTY
2. BREACH OF EXPRESS WARRANTY

[redacted]

**GENERAL ALLEGATIONS**

1. Plaintiffs are, and were at all times mentioned herein, individuals residing in the City of Santa [redacted] County of [redacted] and State of [redacted]

2. Plaintiffs are informed and believe, and thereon allege, that at all times herein defendant FORD MOTOR COMPANY is and was a corporation registered to do business in the State of California and doing business in the County of Ventura.

3. The true names and capacities of Does 1 through 10, inclusive, are not known to plaintiffs at this time and therefore plaintiffs sue those defendants by such fictitious names.



Ventura Superior Court Accepted through eDelivery submitted 12/22/2023 at 14:00:00

Plaintiffs will seek leave to amend this Complaint to set forth their true names and capacities when plaintiffs have ascertained them. Further, plaintiffs are informed and believe, and thereon allege, that each defendant designated herein as a "Doe" is responsible in some manner for the events and happenings and herein referred to and caused injury and damage to plaintiffs as alleged herein.

4. Each of the defendants in this case acted as the principal, agent, employee or other authorized representative in relation to the other and 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. Further, plaintiffs are informed and believe, and thereon allege, all acts of corporate employees were authorized or ratified by an officer, director or managing agent of the corporate employer.

5. On or about March 29, 2019, plaintiffs purchased a 2018 Ford Ecosport, VIN: MAJ3P1TE4JC161334 ("subject vehicle").

6. The subject vehicle is a "new motor vehicle" pursuant to the Song-Beverly Consumer Warranty Act ("Act").

7. Plaintiffs are "buyers" of consumer goods under the Act.

8. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor" under the Act.

9. An express warranty accompanied the sale of the subject vehicle by which FORD MOTOR COMPANY undertook to preserve or maintain the utility or performance of the subject vehicle.

10. The sale of the subject vehicle to plaintiffs was accompanied by an implied warranty the vehicle was merchantable. The sale was also accompanied by an implied warranty of fitness.

11. The subject vehicle was delivered to plaintiffs with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, engine, and other defects and nonconformities. The aforementioned defects and nonconformities substantially impair the use, value and/or safety of the subject vehicle.

12. Plaintiffs delivered the subject vehicle to an authorized FORD MOTOR COMPANY repair facility for repair of the aforementioned defects and nonconformities on multiple occasions.

Ventura Superior Court Accepted through Electronically Submitted 12-22-2021 at 12:00:00 PM

13. Defendant FORD MOTOR COMPANY has been unable and/or has refused to conform the subject vehicle to the applicable express and implied warranties under the Act after a reasonable number of attempts.

## FIRST CAUSE OF ACTION

### Breach of Implied Warranty of Merchantability Under the Act

### Against all Defendants

14. Plaintiffs incorporate herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully reinstated and re-alleged.

15. The distribution and/or sale of the subject vehicle was accompanied by Defendant FORD MOTOR COMPANY's implied warranty the subject vehicle was merchantable.

16. Furthermore, Defendants, and each of them, impliedly warranted, inter alia, the subject vehicle would pass without objection in the trade under the contract description, the subject vehicle was fit for the ordinary purposes for which it was intended, the subject vehicle was adequately assembled, and/or the subject vehicle conformed to the promise or affirmations of fact made to plaintiffs.

17. As evidenced by the defects, malfunctions, misadjustments and/or nonconformities alleged herein, the subject vehicle was not merchantable because it did not have the quality a buyer would reasonably expect, it could not pass without objection in the trade under the contract description, it was not fit for the ordinary purpose for which it was intended, it was not adequately assembled, and/or it did not, or could not, be conformed to the promises or affirmations of fact made to plaintiffs.

18. Upon discovery of the subject vehicle's nonconformities, plaintiffs took reasonable steps to notify Defendants, and each of them, within a reasonable time the subject vehicle did not have the quality a buyer would reasonably expect and justifiably revoked acceptance of the nonconforming vehicle.

19. Plaintiffs hereby give written notice and justifiably revoke acceptance of the nonconforming subject vehicle pursuant to Commercial Code sections 2607 and 2608. Plaintiffs further demand Defendant FORD MOTOR COMPANY cancel the sale, take back the



Ventura Superior Court Accepted through Electronically Submitted 12-22-2023 at 14:00:09 PM

nonconforming subject vehicle, refund all the money expended by plaintiffs, pay the difference between the value of the subject vehicle as accepted and the value the subject vehicle would have had if it had been as warranted and/or pay damages under Commercial Code section 2711, 2714 and 2715. Defendants, and each of them, have refused to comply.

20. Plaintiffs hereby give written notice and make demand upon Defendant FORD MOTOR COMPANY for replacement and restitution pursuant to the Act. Defendants, and each of them, knew of their obligations under the Act; however, despite plaintiffs' demand, Defendants, and each of them, have intentionally failed and refused to make restitution or replacement pursuant to the Act.

21. As a result of the acts and/or omissions of Defendants, and each of them, plaintiffs have sustained damage in the amount actually paid or payable under the contract, plus prejudgment interest thereon at the legal rate. Plaintiffs will seek leave to amend this Complaint to set forth the exact amount thereof when that amount is ascertained.

22. As a further result of the actions of Defendants, and each of them, plaintiffs have sustained incidental and consequential damages in an amount yet to be determined, plus interest thereon at the legal rate. Plaintiffs will seek leave to amend this Complaint to set forth the exact amount of incidental damages when the amount is ascertained.

23. As a further result of the actions of Defendants, and each of them, plaintiffs have sustained damages equal to the difference between the value of the subject vehicle as accepted and the value of the subject vehicle would have had if it had been as warranted.

24. As a direct result of the acts and/or omissions of Defendant, and each of them, and in pursuing plaintiffs' claim, it was necessary for plaintiffs to retain legal counsel. Pursuant to the Act, plaintiffs, in addition to plaintiffs' other remedies, are entitled to the recovery of a sum equal to the aggregate amount of costs and expenses reasonably incurred by plaintiffs in connection with the commencement and prosecution of this action, including plaintiffs' attorneys' fees based upon actual time expended.

///

///

Ventura Superior Court Accepted through Electronically Submitted 12-27-2021 at 14:00:00 PM

## SECOND CAUSE OF ACTION

### Breach of Express Warranty Under the Act

### Against all Defendants

25. Plaintiffs incorporate herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully reinstated and re-alleged.

26. The subject vehicle has defects and nonconformities covered by the written warranty that substantially impair the subject vehicle's use, value and/or safety to plaintiffs.

27. Plaintiffs delivered the subject vehicle to Defendant FORD MOTOR COMPANY and/or its authorized repair facilities for repair of the defects and nonconformities.

28. Defendants, and each of them, failed to service or repair the subject vehicle to conform to the written warranty after a reasonable number of opportunities to do so.

29. The acts and/or omissions of Defendants, and each of them, in failing to conform the subject vehicle to the written warranty constitutes a breach of the express warranty provided by Defendant FORD MOTOR COMPANY, thereby breaching Defendants' obligations under the Act.

30. Defendants, and each of them, failed to perform the necessary service and/or repairs to the subject vehicle in a good and workmanlike manner and were insufficient to conform the subject vehicle to the written warranty, in violation of Defendants' obligations under the Act.

31. Defendant FORD MOTOR COMPANY has an affirmative obligation under the Act to provide a replacement or restitution pursuant to the Act. Defendants, and each of them, knowing their obligations under the Act, failed and refused to provide a replacement or restitution under the Act. The failure of Defendants, and each of them, to provide a replacement or refund the price paid and payable was intentional and plaintiffs are entitled to an award of a civil penalty in an amount not to exceed two times plaintiffs' actual damages.

32. As a result of the acts and/or omissions of Defendants, and each of them, and pursuant to the Act, plaintiffs are entitled to replacement of the subject vehicle or restitution of the amount actually paid or payable under the contract, at plaintiffs' election, plus prejudgment interest thereon at the legal rate. Plaintiffs will seek leave to amend this Complaint to set forth the exact amount of restitution and interest, upon election, when that amount is ascertained.



Ventura Superior Court Accepted through Electronically Submitted 12-22-2023 at 14:00:00 PM

33. As a further result of the acts and/or omissions of Defendants, and each of them, and pursuant to the Act, plaintiffs have sustained and are entitled to incidental and consequential damages in an amount yet to be determined, plus interest thereon at the legal rate. Plaintiffs will seek leave to amend this Complaint to set forth the exact amount of incidental and consequential damages when the amount is ascertained.

34. As a direct result of the acts and/or omissions of Defendant, and each of them, and in pursuing plaintiffs' claim, it was necessary for plaintiffs to retain legal counsel. Pursuant to the Act, plaintiffs, in addition to plaintiffs' other remedies, are entitled to the recovery of a sum equal to the aggregate amount of costs and expenses reasonably incurred by plaintiffs in connection with the commencement and prosecution of this action, including plaintiffs' attorneys' fees based upon actual time expended.

WHEREFORE, plaintiffs pray for judgment against defendants as follows:

1. For general, special and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution of value;
4. For remedies provided in Chapters 6 and 7 of Division 2 of the Commercial Code;
5. For incidental and consequential damages according to proof at trial;
6. For civil penalty in the amount of two times plaintiffs' actual damages;
7. For prejudgment interest at the legal rate;
8. For reasonable attorneys' fees and costs of suit; and
9. For such other and further relief as the Court deems just and proper under the circumstances.

DATED: December 17, 2021

[redacted]



Ventura Superior Court Accepted through eDelivery submitted 12-22-2021 at 12:33:39 PM

[redacted]

- ☐ 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)

- ☑ 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)

**(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)*: Song-Beverly Consumer Warranty Act
5. This case ☐ is ☑ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case [redacted]

Date: December 17, 2021

Jonathan W. Buxton

(TYPE OR PRINT NAME)

[redacted]

**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

PE23-015 001639 LC SV

Verified Superior Court Accepted through eDelivery Submitted 12/27/2021 at 1

## 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

Version adopted through electronic filing submitted 12-27-2021 at 12:33:39 PM

[redacted]

NOTICE OF CA[redacted]

[redacted]

[redacted] filing party on all named Defendants/Respondents with the Complaint or Petition, and with any Cross-Complaint or Complaint in Intervention that names a new party to the underlying action.

| ASSIGNED JUDICIAL OFFICER | COURT LOCATION | DEPT/ROOM |
|---|---|---|
| Hon. Ronda McKaig | Ventura | 41 |
| **HEARING** | | |
| **EVENT DATE** | **EVENT TIME** | **EVENT DEPT/ROOM** |
| | | |

## SCHEDULING INFORMATION

**Judicial Scheduling Information**

**APPEARANCE AT THE ABOVE HEARING IS MANDATORY.**
**Each party must file a Case Management Statement no later than 15 calendar days prior to the hearing and serve it on all parties. If your Case Management Statement is untimely, it may NOT be considered by the court (CRC 3.725).**
**If proof of service and/or request for entry of default have not been filed: At the above hearing you are ordered to show cause why you should not be compelled to pay sanctions and/or why your case should not be dismissed (CCP 177.5, Local Rule 3.17).**

**Advance Jury Fee Requirement**

At least one party demanding a jury trial on each side of a civil case must pay a non-refundable jury fee of $150. The non-refundable jury fee must be paid timely pursuant to Code of Civil Procedure section 631.

**Noticed Motions/Ex Parte Matters**

To set an ex parte hearing, contact the judicial secretary in the assigned department. Contact the clerk's office to reserve a date for a law and motion matter.

**Telephonic Appearance**

Telephonic appearance at the Case Management Conference is permitted pursuant to CRC 3.670. In addition, see Local Rule 7.01 regarding notice to the teleconference provider. The court, through the teleconference provider, will contact all parties and counsel prior to the hearing.

Date: 12/27/2021

[redacted]

Ventura Superior Court Accepted for eDelivery submitted 12-2[redacted]-2021 at 12[redacted]3:39



ROBERT M. SILVERMAN[+*-]
CRAIG THOR KIMMEL[+-^]

[+] Member, PA Bar
[*] Member, NJ Bar
[x] Member, DE Bar
[-] Member, NY Bar
[^] Member, MA Bar
[#] Member, MD Bar
[♠] Member, OH Bar
[□] Member, NH Bar
[±] Member, CT Bar
[«] Member, TN Bar
[µ] Member, WY Bar
[¥] Member, DC Bar
[€] Member, CA Bar
[°] Member, WI Bar
[§] Member FL Bar
[â] Member, AZ Bar
[»] Member, TX Bar
[$] Member, MI Bar
[£] Member, WV Bar

# KIMMEL & SILVERMAN P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Avenue
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

**WESTERN PA OFFICE**, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
**NEW JERSEY OFFICE**, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344
**DELAWARE OFFICE**, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
**NEW YORK OFFICE**, 1001 Avenue of the Americas, 11th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515
**BUFFALO, NY OFFICE**, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
**CALIFORNIA OFFICE**, 388 Market Street, Suite 1300, San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817
**OHIO OFFICE**, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817
**BUCKS COUNTY OFFICE**, Box 400, 400 South Main Street, 1st Floor, New Hope, PA 18938, P (267) 468-7669. F (215) 540-8817
**PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE**

JACQUELINE C. HERRITT[-*#♠-°^♠]
ROBERT A. RAPKIN[+]
ANGELA K. TROCCOLI[□±]
AMY L. BENNECOFF GINSBURG[+*«#µ€§ â »]
W. CHRISTOPHER COMPONOVO[x#¥£]
JASON L. GRESHES [+*-]
CHAD P. DOMAN[+£]
JACOB U. GINSBURG[+*§]
SHAWN BACHMAN[+*]

July 16, 2021

VIA EMAIL ONLY
ogcclaim@ford.com

Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, MI 48126

[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above individual against Ford Motor Company pursuant to the NJ Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

**DO NOT HAVE ANY FURTHER CONTACT WITH OUR CLIENT WITH THE EXCEPTION OF COMMUNICATION NECESSARY TO EFFECTUATE CURRENT REPAIRS.**

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

[redacted]

[redacted]

[redacted]man/
[redacted]ngton
[redacted]LINCOLN

Ford

LINCOLN

[redacted]322
[redacted]-3673

| BLACK | 18 | FORD FOCUS | | 1FADP3FEXJ[redacted] | | | |
|---|---|---|---|---|---|---|---|
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO [redacted] | | | |
| 01JAN18 IS<br>01JAN18 DD | | | 16:00 03SEP21 | | 0.00 | CC | 01SEP21 |
| R.O. OPENED | READY | OPTIONS: | | | | | |
| 08:51 21JUN21 | 16:52 01SEP21 | | | | | | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A CUSTOMER STATES THAT LOST POWER WHLE DRIVING AND CAR SHUTOFF | | | |
| CAUSE: . | | | |
| DIAGTRANSMISSION CUSTOMER STATES THAT LOST POWER WHLE DRIVING AND CAR SHUTOFF | | | |
| 2274 W | | | (N/C) |
| 1 G1FZ*6006*A SERVICE ENGINE ASY | | | (N/C) |
| CORE CHARGE W | | | (N/C) |
| 1 *ALLOWANCE* ALLOWANCE | | | (N/C) |
| 1 CM5Z*6K682*L TURBOCHARGER ASY | | | (N/C) |
| CORE CHARGE W | | | (N/C) |
| 1 F1FZ*9N454*G HEAT SHIELD | | | (N/C) |
| 8 *W715309*S300 STUD | | | (N/C) |
| 1 4R8Z*6N652*A GASKET | | | (N/C) |
| 1 H1BZ*00933*A PLUG | | | (N/C) |
| 1 CM5Z*8255*A GASKET | | | (N/C) |
| 1 *W715775*S300 RING | | | (N/C) |
| 1 *W715776*S300 RING | | | (N/C) |
| 1 *W715777*S300 RING | | | (N/C) |
| 1 *W715778*S300 RING - ADJUSTING | | | (N/C) |
| 1 AA5Z*9E583*A SEAL | | | (N/C) |
| 1 8W9Z*6C287*A TAPPET ASY | | | (N/C) |
| 3 CM5Z*9439*A GASKET - INTAKE MANIFOLD | | | (N/C) |
| 1 BM5Z*2A572*A GASKET - VACUUM PUMP | | | (N/C) |
| 1 CM5Z*8507*A GASKET - WATER PUMP | | | (N/C) |
| 2 BM5Z*00812*A BOLT - SPECIAL | | | (N/C) |
| 1 *W500414*S442 BOLT | | | (N/C) |
| 6 *W715195*S437 BOLT | | | (N/C) |
| 1 CM5Z*9229*A KIT - "O" RING | | | (N/C) |
| -1 G1FZ*6006*A CORE RETURN | | | (N/C) |
| -1 CM5Z*6K682*L CORE RETURN | | | (N/C) |
| 2 CM5Z*6C535*A SEAL - VALVE | | | (N/C) |
| 4 *W702586*S437 NUT - HEX. | | | (N/C) |

Fleming ton
CAR & TRUCK COUNTRY
Family Of Dealerships
Fleming ton.com

| Original Estimate (Parts & Labor) | Authorized/Requested Add'l Repairs | Approved By: | Date & Time | Telephone # Called |
|---|---|---|---|---|
| $ | $ | | | |
| Revised Estimate $ | $ | | | |

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| *MISC. CHARGES | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| PLEASE PAY THIS AMOUNT | |

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER AGREES HE/SHE SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

PE23-015 001644 LC SV

DealerCAR 2014 CDK Global, LLC (08/15) SERVICE INVOICE TYPE 2 - 2S12C - "AS-IS" - NJ - 9690047

CUSTOMER COPY

[redacted]tschman/
emington
FORD • LINCOLN
ghway 202
gton, NJ 08822
: (908) 782-3673
08) 237-0652
lemington.com
[redacted]

LINCOLN

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | P.O. NO. | | | |
|---|---|---|---|---|---|---|---|
| 01JAN18 IS<br>01JAN18 DD | | | 16:00 03SEP21 | | 0.00 | CC | 01SEP21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 08:51 21JUN21 | 16:52 01SEP21 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| 4 *W716271*S437 NUT | | | (N/C) |
| 1 CM5Z*6K679*B PIPE - OIL FEED | | | (N/C) |
| 1 CM5Z*9J323*A TUBE ASY | | | (N/C) |
| 1 0901 PARTS RECEIVED - 09/01 BY MATTHEW L | | | |
| | | | (N/C) |
| 3 SP*538*A SPARK PLUG | | | (N/C) |
| 4 *W715618*S437 NUT | | | (N/C) |
| FC: PART#: COUNT: | | | |
| CLAIM TYPE: | | | |
| AUTH CODE: | | | |
| 2274 | | | |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: | | | 0.00 |
| 40577 CHECKED ENG STALLED. CHECKED OASIS GOT SSM 49918. CHECKED OIL PRESSURE AT IDLE BELOW 10 PSI. AS PER SSM NEEDS LONG BLOCK AND TURBO. REPLACED ENG LONG BLOCK AND TURBO ASY. ROAD TEST-OK | | | |
| ********** | | | |
| B PERFORM MULTI-POINT INSPECTION (QUALIFIES FOR EXPRESS) | | | |
| CAUSE: . | | | |
| 99P Perform Multi-Point Inspection (QUALIFIES FOR EXPRESS) | | | |
| 2274 W | | | (N/C) |
| FC: PART#: COUNT: | | | |
| CLAIM TYPE: | | | |
| AUTH CODE: | | | |
| 2274 | | | |
| SUBL TOW TO DEALERSHIP PO#128856 | | | |
| W | | | (N/C) |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: | | | 0.00 |
| 40577 MULTI-POINT INSPECTION COMPLETED | | | |
| ********** | | | |
| C** Charge and test battery, replace battery OR PROGRAM | | | |
| 17B38B Charge and test battery, replace battery OR PROGRAM | | | |
| 2274 CFL | 24.95 | 24.95 | |

CAR & TRUCK COUNTRY
Family Of Dealerships
Flemington.com

| Original Estimate (Parts & Labor) | Authorized/Requested Add'l Repairs | Approved By: | Date & Time | Telephone # Called |
|---|---|---|---|---|
| $ | $ | | | |
| Revised Estimate $ | $ | | | |

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| *MISC. CHARGES | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| PLEASE PAY THIS AMOUNT | |

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER AGREES HE/SHE SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE



DealerCAP 2014 COK Global, LLC (06/16) SERVICE INVOICE TYPE 2 - 2S12C - "AS-IS" - NJ - 9690047

CUSTOMER COPY

[redacted]tschman/
[redacted]emington
FORD • LINCOLN
[redacted]hway 202
[redacted]on, NJ 08822
[redacted] (908) 782-3673
[redacted]8) 237-0652

LINCOLN

| COLOR | YEAR | MAKE/MODEL | VIN |
|---|---|---|---|
| BLACK | 18 | FORD FOCUS | 1FADP3FEXJL[redacted] |

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO N[redacted] | | | |
|---|---|---|---|---|---|---|---|
| 01JAN18 IS<br>01JAN18 DD | | | 16:00 03SEP21 | | 0.00 | CC | 01SEP21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 08:51 21JUN21 | 16:52 01SEP21 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|
| 1 | BAGM*48H6*760 BATTERY | | | | 199.95 | 199.95 | 199.95 |
| | CORE CHARGE C | | | | | 16.00 | 16.00 |
| -1 | BAGM*48H6*760 CORE RETURN | | | | 199.95 | 16.00 | -16.00 |

PARTS: 199.95 LABOR: 24.95 OTHER: 0.00 TOTAL LINE C: 224.90

**********

EST: 144.95 21JUN21 08:51 SA: 4333
CONTACT:
**********




| Original Estimate (Parts & Labor) | Authorized/Requested Add'l Repairs | Approved By: | Date & Time | Telephone # Called |
|---|---|---|---|---|
| $ | $ | | | |
| Revised Estimate $ | $ | | | |

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 24.95 |
| PARTS AMOUNT | 199.95 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| *MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 224.90 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 14.90 |
| **PLEASE PAY THIS AMOUNT** | 239.80 |

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER AGREES HE/SHE SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DealerCAR 2014 CDK Global, LLC (06/16) SERVICE INVOICE TYPE 2 - 2S12C - "AS-IS" - NJ - 9090047

CUSTOMER COPY

PE23-015 001646 LC SV

239.80

[redacted]

I REQUEST OWNER'S PERMISSION TO ALLOW THE FOLLOWING DRIVER(S) WHO IS UNDER MY CONTROL AND DIRECTION TO DRIVE THE RENTED VEHICLE FOR ME AND ON MY BEHALF. I AM RESPONSIBLE FOR THEIR ACTS WHILE THEY ARE DRIVING AND FOR FULFILLING THE ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT.

X_____

**NO OTHER DRIVERS PERMITTED**

**I, THE "RENTER" SIGNING BELOW, HAVE READ AND AGREE TO THE TERMS AND CONDITIONS IN THE ADDITIONAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN, AND THE RENTAL AGREEMENT SUMMARY (COLLECTIVELY, THE ADDITIONAL TERMS AND CONDITIONS AND THE RENTAL AGREEMENT SUMMARY ARE THE "CONTRACT"). BY SIGNING BELOW, I AM AUTHORIZING OWNER TO CHARGE TO THE CREDIT CARD(S) AND/OR DEBIT CARD(S) THAT I HAVE PROVIDED TO OWNER ALL AMOUNTS OWED BY ME UNDER THIS CONTRACT FOR ADVANCE DEPOSITS, INCREMENTAL AUTHORIZATIONS/DEPOSITS, AND OR ANY OTHER AMOUNTS OWED BY ME, AS WELL AS PAYMENTS REFUSED BY A THIRD PARTY TO WHOM BILLING WAS DIRECTED. I ALSO AUTHORIZE OWNER TO RE-INITIATE ANY CHARGE TO MY CARD(S) THAT IS DISHONORED FOR ANY REASON. I CERTIFY THAT THE DRIVER'S LICENSE(S) PRESENTED IS CURRENTLY VALID AND IS NOT SUSPENDED, EXPIRED, REVOKED, CANCELLED OR SURRENDERED. I FURTHER ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THE PARAGRAPH WITH THE HEADING "DISPUTE RESOLUTION PROVISION - MANDATORY ARBITRATION AGREEMENT" IN THE ADDITIONAL TERMS AND CONDITIONS. BY SIGNING BELOW RENTER AGREES TO ENTERPRISE'S COLLECTION OF INFORMATION ABOUT RENTERS USE OF VEHICLE AND TEXTING & CALLING TERMS. SEE PARAGRAPHS WITH THE HEADINGS TEXT & CALL AND OWNER'S COLLECTION AND USE OF VEHICLE DATA: RENTER'S USE OF VEHICLES NAVIGATION AND INFOTAINMENT SYSTEMS AND VEHICLE MANUFACTURER APPS IN THE ADDITIONAL TERMS AND CONDITIONS.**

RENTER: _____ DATE: _____ OWNER REP: _____ EMP # E974VM

OWNER IS AFFILIATE OF ENTERPRISE HOLDINGS INC.,
WHICH OWNS RIGHTS TO ENTERPRISE NAMES AND MARKS.



[redacted]

16:10 08NOV19 | 15:47 14NOV19 |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|

A NO CRANK. CUSTOMER STATES CLICKS BUT NO START. TOWEND IN
CAUSE: l

12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
7641 W (N/C)
1 CV6Z*11002*E STARTER MOTOR ASY (N/C)
CORE CHARGE W (N/C)
-1 CV6Z*11002*E CORE RETURN (N/C)
1 CV6Z*14526*A CIRCUIT BREAKER ASY (N/C)

12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
EXTRA TIME TO REPEAT FINAL QUICK TEST
7641 W (N/C)

12650D45 ENGINE MODULE - DIAGNOSTIC PIN POINT
TEST - L
7641 W (N/C)

14526A FUSE - REPLACE (14526) - L
7641 W (N/C)

11000A STARTER CIRCUIT - CHECK - L
7641 W (N/C)

11002A STARTER MOTOR - REPLACE (11002) - L
7641 W (N/C)

FC: D02 42
PART#: CV6Z*11002*E
COUNT:
CLAIM TYPE:
AUTH CODE:
7641

SUBL 6450 PO#103708
W (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

16471 PERFORM EEC TESTS, CMDTC P06E9, PP TEST A, PERFORM NETWORK TEST PASSED, CHECKED BCM AND BJB FUSES GOOD, PERFORM CKT TESTS OF START CKTS, ACCESS PCM CONNS AND STARTER TRIGGER WIRE, OHM CKTS, 2.1 OHMS, MAIN POWER FEED TO STARTER 0 VOLTS, TRACED AND REPLACED 150 AMP MEGA FUSE IN HIGH VOLTAGE BUSS. PERFORM STARTER DRAW TEST FAILED, REPLACED

Flemington CAR & TRUCK COUNTRY Family of Dealerships Flemington.com

| Original Estimate (Parts & Labor) | Authorized/Requested Add'l Repairs | Approved By: | Date & Time | Telephone # Called |
|---|---|---|---|---|
| $ | $ | | | |
| Revised Estimate $ | $ | | | |

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| *MISC. CHARGES | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

**WARRANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER AGREES HE/SHE SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE



EXPRESS)

| | | | |
|---|---|---|---|
| 7641 CC | | 0.00 | 0.00 |
| GBATT BATTERY TEST RESULTS - PASS | | | |
| 7641 CC | | 0.00 | 0.00 |
| GBK GREEN BRAKES | | | |
| 7641 CC | | 0.00 | 0.00 |
| GTIRE TIRE THREAD MEASURES 7/32 OR GREATER | | | |
| 7641 CC | | 0.00 | 0.00 |

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

16471 MULTI-POINT INSPECTION COMPLETED

**********

C Oil and Filter - Change

| | | | |
|---|---|---|---|
| MA10 Oil and Filter - Change | | | |
| 7641 CC | | 19.95 | 19.95 |
| C2A TOP OFF FLUIDS / OIL DISPOSAL | | 2.75 | 2.75 |
| 1 BE8Z*6731*AC KIT - ELEMENT & GASKET - OIL F | 5.95 | 5.95 | 5.95 |
| 5 XO*5W20*BSP MOTORCRAFT SAE 5W-20 API GF-5 | 4.76 | 4.76 | 23.80 |

PARTS: 29.75 LABOR: 19.95 OTHER: 2.75 TOTAL LINE C: 52.45

16471 PERFORMED OIL and FILTER CHANGE, RESET OIL LIFE MONITOR
TOPPED OFF FLUIDS

**********

EST: 177.58 08NOV19 16:10 SA: 6450

| Original Estimate (Parts & Labor) | Authorized/Requested Add'l Repairs | Approved By: | Date & Time | Telephone # Called |
|---|---|---|---|---|
| $ | $ | | | |
| Revised Estimate $ | $ | | | |

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 19.95 |
| PARTS AMOUNT | 29.75 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| *MISC. CHARGES | 2.75 |
| TOTAL CHARGES | 52.45 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 3.47 |
| **PLEASE PAY THIS AMOUNT** | 55.92 |

**WARRANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER AGREES HE/SHE SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DealerCAP 2014 CDK Global, LLC (06/15) SERVICE INVOICE TYPE 2 - 2SI2C - "AS-IS" - NJ - 9698047

**CUSTOMER COPY**

[redacted]

09:17 06JUN20 | 10:52 06JUN20

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A Oil and Filter - Change | | | |
| MA10 Oil and Filter - Change | | | |
| 7549 CC | | 19.95 | 19.95 |
| C2A TOP OFF FLUIDS / OIL DISPOSAL | | 2.75 | 2.75 |
| 1 BE8Z*6731*AC KIT - ELEMENT & GASKET - OIL F | 5.95 | 5.95 | 5.95 |
| 5 XO*5W20*BSP MOTORCRAFT SAE 5W-20 API GF-5 | 4.76 | 4.76 | 23.80 |
| PARTS: 29.75 LABOR: 19.95 OTHER: 2.75 TOTAL LINE A: | | | 52.45 |
| 24667 PERFORMED OIL and FILTER CHANGE, RESET OIL LIFE MONITOR TOPPED OFF FLUIDS | | | |
| ********** | | | |
| B Perform Multi-Point Inspection (QUALIFIES FOR EXPRESS) | | | |
| 99P Perform Multi-Point Inspection (QUALIFIES FOR EXPRESS) | | | |
| 7549 CC | | 0.00 | 0.00 |
| GBATT BATTERY TEST RESULTS - PASS | | | |
| 7549 CC | | 0.00 | 0.00 |
| GTIRE TIRE THREAD MEASURES 7/32 OR GREATER | | | |
| 7549 CC | | 0.00 | 0.00 |
| NBK No brake inspection performed at this visit. | | | |
| 7549 CC | | 0.00 | 0.00 |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: | | | 0.00 |
| 24667 MULTI-POINT INSPECTION COMPLETED YAKOV | | | |
| ********** | | | |
| C** Pollen Filter - Replace | | | |
| AG36 Pollen Filter - Replace | | | |
| 7549 CC | | 39.95 | 39.95 |
| 1 CV6Z*19N619*A FILTER - ODOUR AND PARTICLES | 29.95 | 29.95 | 29.95 |
| PARTS: 29.95 LABOR: 39.95 OTHER: 0.00 TOTAL LINE C: | | | 69.90 |
| 24667 REPLACED POLLEN FILTER | | | |

Remington CAR & TRUCK COUNTRY Family of Dealerships Remington.com

| Original Estimate (Parts & Labor) | Authorized/Requested Add'l Repairs | Approved By: | Date & Time | Telephone # Called |
|---|---|---|---|---|
| $ | $ | | | |
| Revised Estimate $ | $ | | | |

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| *MISC. CHARGES | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

**WARRANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER AGREES HE/SHE SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

[redacted]

09:17 06JUN20 | 10:52 06JUN20

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|

EST: 119.60 06JUN20 09:49 SA: 3061

CONTACT:

**********

CUSTOMER IS WAITING.




| Original Estimate (Parts & Labor) | Authorized/Requested Add'l Repairs | Approved By: | Date & Time | Telephone # Called |
|---|---|---|---|---|
| $ | $ | | | |
| Revised Estimate $ | $ | | | |

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 59.90 |
| PARTS AMOUNT | 59.70 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| *MISC. CHARGES | 2.75 |
| TOTAL CHARGES | 122.35 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 8.11 |
| **PLEASE PAY THIS AMOUNT** | 130.46 |

**WARRANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER AGREES HE/SHE SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DealerCAP 2014 CDK Global, LLC (06/15) SERVICE INVOICE TYPE 2 - 2SI2C - "AS-IS" - NJ - 9698047

**CUSTOMER COPY**

[redacted]

| 01JAN18 DD | | 16:00 24FEB21 | | 0.00 | CC | 11MAR21 |
|---|---|---|---|---|---|---|

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 08:18 24FEB21 | 21:11 11MAR21 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|

A CUSTOMER STATES PAINT PEELING OFF HOOD. CHECK AND ADVISE.
CAUSE: OK
OSL OUTSIDE LABOR
999 W (N/C)
FC: F07 P3
PART#: 16612
COUNT:
CLAIM TYPE:
AUTH CODE:
999
SUBL HOOD REPAINT PO#120487
W (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
36231 VERIFIED CUSTOMER CONCERN. FOUND PAINT PEELING FROM CENTER OF HOOD. NO CORROSION OR DAMAGE PRESENT. SENT TO BODY SHOP. BODY SHOP STRIPPED AND REPAINTED HOOD.
**********

B RENTAL. FORD COVERS $35/DAY CUSTOMER RESPONSIBLE FOR DIFFERENCE
CAUSE: OK
RENTAL RENTAL
999 W (N/C)
FC: PART#: RENTAL COUNT:
CLAIM TYPE: PRENT
AUTH CODE:
999
SUBL RENTAL PO#120127
W (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
32642 RENTAL ASSIST
**********

C NO MULTI POINT INSPECTION PERFORMED THIS VISIT
NOMPI NO MULTI POINT INSPECTION PERFORMED THIS VISIT
999 CC 0.00 0.00

Fleming Auto Group
Family of Dealerships
Flemington.com

| Original Estimate (Parts & Labor) | Authorized/Requested Add'l Repairs | Approved By: | Date & Time | Telephone # Called |
|---|---|---|---|---|
| $ | $ | | | |
| Revised Estimate $ | $ | | | |

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| *MISC. CHARGES | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

**WARRANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER AGREES HE/SHE SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

[redacted]

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 01JAN18 IS<br>01JAN18 DD | | | 16:00 24FEB21 | | 0.00 | CC | 11MAR21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 08:18 24FEB21 | 21:11 11MAR21 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

**********

EST: 141.95 24FEB21 08:18 SA: 3061
CONTACT:
**********

CUSTOMER WILL DROP OFF TUESDAY
NIGHT. RENTAL SC HEDULED IN
ARMS

Flemington
CAR & TRUCK COUNTRY
Family Of Dealerships
Flemington.com

| Original Estimate (Parts & Labor) | Authorized/Requested Add'l Repairs | Approved By: | Date & Time | Telephone # Called |
|---|---|---|---|---|
| $ | $ | | | |
| Revised Estimate $ | $ | | | |

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| *MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 0.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| **PLEASE PAY THIS AMOUNT** | 0.00 |

**WARRANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER AGREES HE/SHE SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DealerCAP 2014 CDK Global, LLC (06/15) SERVICE INVOICE TYPE 2 - 2SI2C - "AS-IS" - NJ - 9698047

**CUSTOMER COPY**



# *Krohn & Moss, Ltd.*

*Main Office*
*10 N. Dearborn St, 3rd Floor*
*Chicago, IL 60602*
*www.yourlemonlawrights.com*

*Writer's Direct Number*
*(312) 578-9428 Ext. 216*
*Writer's Direct Facsimile*
*(866) 309-9458*
*Writer's Direct E-Mail*
*gmoss@consumerlawcenter.com*
*www.yourlemonlawrights.com*

*Writer licensed to practice only in:*
*Illinois*
*Wisconsin*



Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

**Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.**

**Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.**

There is a defect/nonconformity present in my client's vehicle for which relief is sought and numerous attempts to repair the vehicle have been unsuccessful. The defect/nonconformity includes, but is not limited to:

1. Defective engine/electrical system as evidenced by no crank, failure to turn over and coolant leak; and

2. Any additional defects/nonconformities, whether or not they are contained on any dealer repair orders.

Because of the defect/nonconformity, my client has justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

> Based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle as the defect/nonconformity listed above constitutes a substantial impairment of the use, value and/or safety of the vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3), my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten days to terminate your security interest, and forward a copy to me. Should you elect to make a final repair attempt, please contact me directly within the next ten days. If I do not hear from you within the stated time, you waive your right to a final repair attempt. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client requests a refund for the defective vehicle plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort will be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

[redacted]

[redacted]

Installed 9L8Z 7B329 A :SEAL — 1@15.82 — 15.8
Installed FG9Z 7F396 A :GASKET — F — 1@25.21 — 25.2
Installed TA 29 :SEALANT - SILICONE — 1@16.00 — 16.0
Installed XT 10 QLVC :OIL - AUTOMATIC TRANSMISSION — 12@12.00 — 144.0
Sub Total: 201.03

---

#2 - 07FOZ1: TRANSMISSION
C/S: VEHICLE IS SHAKING AND HESITATING WHILE DRIVI
NG AT TIMES ADVISE
Caused by
Verified CC. P0710 set. Test drove car while monitoring data pids. Following pinpoint test G found fluid in main transmission connector. Cleaned up fluid, installed dye and drove car. Using black light traced leak to front connector seal. Removed trans pan, replaced seal and pan gasket. Cleaned connector with brake clean and shop air. Put die-electric grease in connector face and plugged back in. Cleared DTC's and did
Installed 528.221 :RTDDYE — 1@18.00
Installed PM 4 A :BRAKE CLEANER — 1@8.40
Verified repair.
CP: 7B329

ERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair ork 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 use beyond your control or for any delays caused by unavailability of parts or delays in parts pments by the supplier or transporter. I hereby grant you or your employees permission to erate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing /or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure amount of repairs thereto."

CLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by manufacturer. The seller hereby expressly disclaims all warranties either express or implied, uding any implied warranty of merchantability or fitness for a particular purpose, and the seller her assumes nor authorizes any other person to assume for it any liability in connection with the e of said products. Any limitation contained herein does not apply where prohibited by law.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

CC: D8
Labor Ops:
7000E 1.0
7001D1 .5
7001D45 .3
7000AXQ .2
7396A 3.4
Sub Total: 26.40

---

#3 * Customer Reports:
THERMOSTAT REPLACEMENT
Caused by
Verified CC. P0128 set. Using pinpoint test C monitored data pids for both thermostats. No issues found. Cleared DTC's and re-ran self test, no DTC set. Found coolant drip on shop floor under car. Ran cooling system pressure test and isolated leak to engine block thermostat. Drained cooling system. Removed belt. Removed A/C compressor and let hang. Removed alternator. Removed and replaced thermostat. Installed

| | |
|---|---|
| Installed VC 13 G :ANTI-FREEZE | 1@20.93 |
| Installed W715777 S300 :RING | 1@5.06 |
| Installed W715778 S300 :RING - ADJUSTING | 1@5.06 |
| Installed CM5Z 8575 D :THERMOSTAT ASY | 1@33.41 |

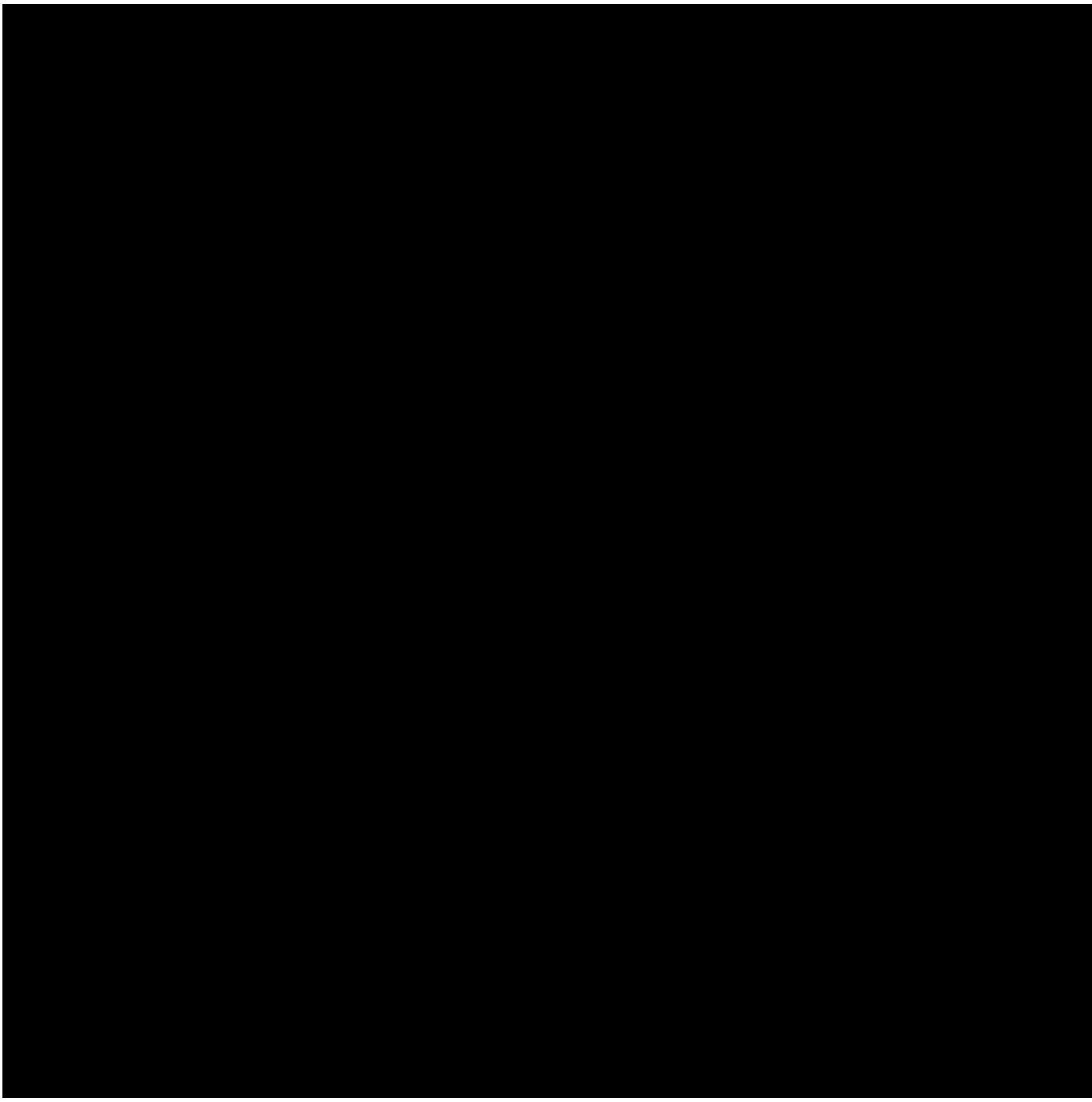
Put system in state of vacuum and leak checked. Checked good. Refilled system. Verified repair.

: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair
reinafter to be done along with the necessary material and agree that you are not respons-
loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other
eyond your control or for any delays caused by unavailability of parts or delays in parts
s by the supplier or transporter. I hereby grant you or your employees permission to
the vehicle herein described on streets, highways, or elsewhere for the purpose of testing
spection. An express mechanic's lien is hereby acknowledged on above vehicle to secure
unt of repairs thereto."

NER OF WARRANTIES. Any warranties on the products sold hereby are those made by
facturer. The seller hereby expressly disclaims all warranties either express or implied,
any implied warranty of merchantability or fitness for a particular purpose, and the seller
sumes nor authorizes any other person to assume for it any liability in connection with the
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 | |

PE23-015 001661 LC SV



# LAW OFFICES OF STEVEN VEINGER, P.A.

The Lemon Law Attorneys

1700 Northside Dr., Suite A7 #1447
Atlanta, GA 30318
Phone/Fax (770) 821-9770
Text (734) 207-3377
teri@thelemonlawattorneys.com

July 11, 2023

Ford Motor Company – FCSD Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of [redacted] claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our client has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of the Georgia Lemon Law and Magnuson-Moss Warranty Act. As such, our client respectfully requests that Ford Motor Company comply with the above statutes and pay all attorney fees and costs.

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

[redacted]

JEFF SMITH FORD

**JEFF SMITH FORD**
113 W.E. GREEN JR. PARKWAY
BYRON, GA 31008
(478) 956-4007

[redacted]

C/S NO POWER WHILE DRIVING, WRENCH LIGHT IS ON.
CUSTOMER'S CONCERN IS DUPLICATED, SCANNED VEHICLE ONLY DTC STORED IS P0299 FOR TURBOCHARGER UNDERBOOST, FOLLOWING FORD SERVICE MANUAL PINPOINT TEST FOR THIS CODE, TEST RESULTS IN RECOMMENDED TO REPLACE TURBO BYPASS VALVE SOLENOID
REPLACED TURBO BYPASS VALVE SOLENOID THAT COMES WITH VACUUM LINES, CLEARED CODE AND TEST DROVE FOR ABOUT 10 MILES, DTC DID NOT COME BACK TURBO PRESSURE IS READING IN SPEC. THERE IS A RANDOM MISFIRE MAINLY IN CYL 2 AND 3, CLEANED SPARK PLUGS AND PERFORMED MISFIRE RELEARN AND ALSO UPDATED PCM, VEHICLE WAS TEST DRIVEN AND NO MISFIRE WAS MONITORED THROUGH PIDS ON FDRS

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---|---|---|---|---|---|
| | 1 | H1BZ-9S468-G | HOSE | | WARRANTY |
| | | | TOTAL - PARTS | | 0.00 |

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 00FOZ01C MULTI-POINT INSPECTI TECH(S):457 WARRANTY
Inspection of your vehicle including: Tire Inspection, Brake Inspection, Coolant check, Oil level check, Belts & hoses inspection
Performed Vehicle Check-up

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOQS JOB# 2 TOTAL 0.00

SHOWN. SERVICES DESCRI... 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)

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

The Reynolds and Reynolds Company ERAINTINVE CC715025 Q (04/22)



SF719768 Q (06/22)

JEFF SMITH FORD

**JEFF SMITH FORD**
113 W.E. GREEN JR. PARKWAY
BYRON, GA 31008
(478) 956-4007

[redacted]

J# 1 10FOZ01 DRIVEABILITY CONCERN TECH(S):427
WHILE DRIVING CEL CAME ON, STARTED FLASHING COULD ONLY DRIVE 35 MPH. CEL WENT OFF WHILE BRING BACK.
PERFORMED SELF TEST AND RETRIEVED DTC P0303. FOUND A DAMAGED SPARK PLUG.
REPLACED SPARK PLUG AND ROAD TESTED TO VERIFY REPAIR.
SECURED LOWER RADIATOR HOSE WITH NEW ZIP TIE AND REATTACHED THE HARNESS IN THE REAR OF THE VEHICLE. 1.0L ENGINE IS RUNNING AND PREFORMING AS NORMAL.

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | INTERNAL |
|---|---|---|---|---|---|
| | 1 | SP-538-AX | SPARK PLUG | | 0.00 |

TOTAL - PARTS

*G.O.G. & SUPPLIES*

*1.0 GAS* @ /UNIT

TOTAL - GOG INTERNAL 0.00

*JOB# 1 TOTALS*

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

*JOB# 2 CHARGES*

LABOR TECH(S):427 INTERNAL
J# 2 00FOZ01C MULTI-POINT INSPECTI
Inspection of your vehicle including: Tire Inspection, Brake Inspection, Coolant check, Oil level check, Belts & hoses inspection
Performed Vehicle Check-up

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOQS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR TECH(S):427 INTERNAL
J# 3+99FOZ99S Service Multi Point

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

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)

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

Copyright Mitchell Repair Information Company ERAINTHWE CC715025 Q (04/22)



RAFAYEL
LAW FIRM

www.RafayelLaw.com

February 3, 2022

FORD MOTOR COMPANY
MAR 10 REC'D
OFFIC[illegible] ENERAL
CC[illegible]

**Via Certified U.S. Mail, Return Receipt Requested**
Ford Motor Comapny
Attn: Customer Relationship Center
PO Box 6248
Dearborn, MI 48126

[redacted]

Dear Sir or Madam:

Pursuant to California Civil Code 1793.22(b)(3), please be advised that this office represents the above-named individual regarding claims against your company pursuant to the California Song-Beverly Consumer Warranty Act ("Lemon Law") and the Federal Magnuson-Moss Warranty Act with regard to the above-referenced vehicle. Please direct all future contacts and correspondences to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to California Civil Code 1794(d) and/or 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and nonconformities include, but are not limited to:

1. Defective ENGINE (Replaced) – vehicle shut off while driving - (**Serious Warranty Defect**) - **at least 3 failed repair attempts**;
2. Defective Turbo Charger (**Serious Warranty Defect**) – **at least 2 failed repair attempts;**
3. Any additional complaints made by my clients, whether or not they are contained in your company's records or repair orders.

**21550 Oxnard St. Suite 830 Woodland Hills, CA 91367**
**Tele: 818.960.6600 Fax:818.659.7280**

The defects and non-conformities listed above constitute a substantial impairment of the use, value and safety of the vehicle. As you can see in your records, my client has been most accommodating with respect to the constant and continuing problems with this vehicle. Despite numerous attempts at repair by Galpin Ford dealerships, the vehicle remains defective, and therefore there has been a failure and refusal to conform the product to its expressed and implied warranties under the law. Because of these defects and non-conformities, my client has justifiably lost all confidence in the vehicle. In fact, the vehicle shut off on our client while driving on the highway and placed our client's safety in serious jeopardy. Moreover, my client's Ford Eco Sport has been at the dealership for warranty-based repairs for over ***100 days***. When my client purchased a new Ford, she did not expect to receive a defective vehicle presenting numerous, continuous, and serious defects causing the ***potential for death or serious bodily harm***. **Consequently, per the above-referenced California statute applicable to this matter, our client's vehicle satisfies all of the criteria for a vehicle to be deemed a "Lemon" and subsequently giving rise to Ford Motor Company's legal obligation to repurchase the subject vehicle**.

Therefore, you are hereby notified that my client is **revoking acceptance of this vehicle**. My client has directed me to demand cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

To avoid litigation, my client is merely requesting a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the Lemon Law and/or Federal Magnusson-Moss Warranty Act. Our attorneys' fees are minimal at this stage ***($7,620.00 to date***) and we would prefer to resolve this matter amicably without the need for protracted litigation. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim. In the alternative of a trial, we will seek ***actual damages plus a civil penalty of twice the actual damages, plus our attorneys' fees and any other relief the court deems proper***.

Accordingly, in order to resolve this matter, please feel free to contact our office. If the matter has not been resolved within ***(21) days*** from the date of this letter, a lawsuit will be filed

[redacted]

# Galpin Ford Service

15505 Roscoe Blvd., North Hills, CA 91343
EPA # CAD029453191 • BAR # ARD11208

Quick Lane

[redacted]

| Description | QtyOrd | Qty Del | Price | Ext Total | Grand Total |
|---|---|---|---|---|---|
| ***1. Vehicle Concern*** , | | | | | |
| Vehicle received from tow truck operator. | | | | | |
| *1 -- Cause/Action to Take* | | | | | |
| TOW - TOW IN | | | | | |
| *1 -- Correction/Action Taken* | | | | | |
| The vehicle was towed in to the facility | | | | | 0.00 |
| Sub Total Parts | | | | | 0.00 |
| SubTotal Job # 1 | | | | | 0.00 |
| ***2. Vehicle Concern*** | | | | | |
| Customer states WAS DRIVING ON FREEWAY AND CHECK ENGINE LIGHT CAME ON AND OIL PRESSURE LOW - VEHICLE BEGAN TO HAVE LIMITED POWER - EXITED FREEWAY TO GET TO A GAS STATION AND THEN VEHICLE SHUT OFF - WOULDNT START PUSHED BUTTON BUT WOULD JUST SHUT OFF - PLEASE CHECK AND ADVISE HAS ESP PREM CARE | | | | | |
| *1 -- Cause/Action to Take* | | | | | |
| STUNE - perofrmed inspection for customer concern Customer states WAS DRIVING ON FREEWAY AND CHECK ENGINE LIGHT CAME ON AND OIL PRESSURE LOW - VEHICLE BEGAN TO HAVE LIMITED POWER - EXITED FREEWAY TO GET TO A GAS STATION AND THEN VEHICLE SHUT OFF - WOULDNT START PUSHED BUTTON BUT WOULD JUST SHUT OFF - VERIFIED THE CUSTOMER CONCERN THE VEHICLE WILL CRANk AND WILL NOT START. INSPECTED FOR OIL LEAK NO OIL LEAKS WERE FOUND INSPECTED OIL LEVEL, OIL LEVEL IS GOOD. REMOVED THE OIL PRESSURE SWITCH AND INSPECTED FOR OIL PRESSURE, USING AN OIL PRESSURE GUAGE WHEN CRANKING THE ENGINE FOUND NO IL PRESSURE COMING FROM OIL PUMP. CHECKED FOR TSBS ANS SSM FOUND SSM 49726 THIS INDICATES TO NOT DO FURTHER DIAG AND TO REPLACED THE ENGINE LONG BLOCK. PER ESP WAS ADVICE TO REMOVED AND INSPECT THE ENGINE CONDITION, WAS ASKED FOR PICTIRES OF THE UPPER SECTION LOWER ENGINE SECTION. ESP WAS ADVICED OF FORD NOT REQUESTION FURTHER TEAR DOWN, ESP TEAR IT DOWN. REMOVED THE CAT TO ACCESS THE OIL PAN REMOVED THE OIL [redacted] OIL PUMP REMOVED THE OIL PUMP TO | | | | | |

# Galpin Ford Service

[redacted]

ACCESS THE PISTON ROD AND MAIN BEARINGS. REMOVED THE VALVE COVER REMOVED THE FRONT COVER AND REMOVED THE CAMSHAFT PER ESP.
TOOK THE PICTURE AS REQUESTED. TOOK MORE PICTURES OF THE VEHICLE VIN, CLUSTER,SIDES OF THE VEHICLE ENGINE BAY AND COMPLETE EXHAUST.

*1 – Correction/Action Taken*

.REMOVED AND REPLACED ENGINE REMOVED AND REPLACED TURBO REPLACED ALL THE ONE TIME COMPONENTS ADDED OIL AND COOLANT. RPAD TESTED THE VEHICLE SEVERAL MILE AND DRIVE CYCLE ALL THE SYSTEMS ARE WORKING PROPERLY AT THIS TIME RETURN THE VEHICEL TO THE CUSTOMER.

92225 0.00

REFER TO TH GSB CORE RETURN, THE CODE NEEDS TO BE PUT BACK TOGETHER.

| Part Number | Description | | |
|---|---|---|---|
| G1FZ6006A | SERVICE ENGINE ASY | 1 | 1 |
| G1FZ6006A | Core for G1FZ6006A | 1 | 1 |
| GN1Z8A365N | HOSE OVERFLOW | 1 | 1 |
| W715309S300 | STUD | 8 | 8 |
| VC13G | ANTI FREEZE | 1 | 1 |
| BE8Z6731AC | KIT ELEMENT GASKET OIL F | 1 | 1 |
| F1FZ6379A | BOLT HEX HEAD | 6 | 6 |
| CM5Z9229A | KIT O RING | 1 | 1 |
| W715618S437 | NUT | 4 | 4 |
| W715775S300 | RING | 1 | 1 |
| W715776S300 | RING | 1 | 1 |
| CM5Z8255A | GASKET | 1 | 1 |
| 4R8Z6N652A | GASKET | 1 | 1 |
| CM5Z6C535A | SEAL VALVE | 2 | 2 |
| CM5Z9J323A | TUBE ASY | 1 | 1 |
| W715195S437 | BOLT | 6 | 6 |
| CM5Z9E936A | GASKET | 1 | 1 |
| CM5Z9439A | GASKET INTAKE MANIFOLD | 1 | 1 |
| AA5Z9E583A | SEAL | 1 | 1 |
| GN1Z5A215A | CLAMP EXHAUST | 1 | 1 |

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| W716271S437 | NUT | 24 | 24 | | |
| CM5Z6K682L | TURBOCHARGER ASY | 1 | 1 | | |
| CM5Z6K682L | Core for CM5Z6K682L | 1 | 1 | | |
| F1FZ9N454G | HEAT SHIELD | 1 | 1 | | |
| CM5Z6K679B | PIPE OIL FEED | 1 | 1 | | |
| 4R8Z6N652A | GASKET | 1 | 1 | | |
| | Sub Total Parts | | | | Service Contract |
| | SubTotal Job # 2 | | | | Service Contract |

***Recommendations***
ESP APPROVAL*****ESPA652117*****

***3. Vehicle Concern***
Galpin Ford Service Department will check for any open Field Service Action Campaigns or Recalls.
*1 -- Cause/Action to Take*
OPENRECALLS - Check for recalls.
*1 -- Correction/Action Taken*
Verified.

| | | | | | |
|---|---|---|---|---|---|
| | | 999 | | | 0.00 |
| | Sub Total Parts | | | | Warranty |
| | SubTotal Job # 3 | | | | Warranty |

***4. Vehicle Concern***
Perform a tire pressure check/inflation service on your vehicle.
*1 -- Cause/Action to Take*
TPCHECK - Tire Pressure Check.
*1 -- Correction/Action Taken*
Performed a tire pressure check/inflation service on the operating tires of the vehicle.
Front Left: _____ PSI Front Right: _____ PSI
Rear Left: _____ PSI Rear Right: _____ PSI

| | | | | | |
|---|---|---|---|---|---|
| | | 999 | | | 0.00 |
| | Sub Total Parts | | | | Warranty |
| | SubTotal Job # 4 | | | | Warranty |

***5. Vehicle Concern***

**Notice to Consumer: Please read important information on back.**

[redacted]

*1 – Cause/Action to Take*
Q99PX - Multi-Point Inspection completed. See Attached Report Card.
*1 – Correction/Action Taken*
Technician performed courtesy Multi-point Inspection. See attahcment — 0.00

Sub Total Parts — 0.00
SubTotal Job # 5 — 0.00

***6. Vehicle Concern***
Customer Requested Rental Vehicle.
Ford Extnded Service Contract covers UP TO 10 days of rental coverage based on Contract purchased by customer
*1 – Cause/Action to Take*
SCRENTAL - Service Contract Rental Vehicle
*1 – Correction/Action Taken*
Rental vehicle provided as per service contract guidelines outlined on vehicle rental agreement. — 0.00

Sub Total Parts — Service Contract

Miscellaneous Charges and Deductions

SubTotal Job # 6 — Service Contract

***Recommendations***
PICKED UP RENTAL 04/26/2021

***7. Vehicle Concern***
dealership initiated add -on line approved by management/foreman for the following repair/condition.....noise comilng from turbo check and adivice
*1 – Cause/Action to Take*
ADD - PERFORMED INSPECTION FOR TURBO NOISE, REMOVED THE INLET/INTAKE CAC TUBE AND ISPECTED THE SHAFT. UPON INSPECTION FORUND TURBO SHAFT IS BROKEN REC TO REPLACE THE TURBO AND ALL THE ONE TIME COMPONENTS
*1 – Correction/Action Taken*
cc — 92225 — 0.00

Sub Total Parts — Service Contract
SubTotal Job # 7 — Service Contract

# Galpin Ford Service

15505 Roscoe Blvd., North Hills, CA 91343
EPA # CAD029453191 • BAR # ARD11208
Open Mon-Fri 8am to 5pm • Saturday 8am to 4pm

Quick Lane
TIRE & AUTO CENTER



[redacted]

***Recommendations***

********esp declined this line and said was consequential to line 2 - see esp approval online 2

GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are given a menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain competitive.
We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

| | |
|---|---|
| Total Labor | 0.00 |
| Total Parts | 0.00 |
| Total Sublet | 0.00 |
| Misc. Chrgs | 0.00 |
| Car Rental | 0.00 |
| Freight | 0.00 |
| Deductible | 100.00 |
| Special Tax | 0.00 |
| Haz Mat Chrg | 0.00 |
| Sales Tax | 0.00 |
| **AMOUNT DUE** | **100.00** |

**SERVICE DEPARTMENT HOURS:**
**MONDAY - FRIDAY: 8:00 A.M. TO 5:00 P.M.**
**SATURDAY: 8:00 A.M. TO 5:00 P.M.**

**RESERVATIONS: 844-287-7148**

**SEE SERVICE SPECIALS @ WWW.GALPINSPECIALS.COM**

All parts are new unless otherwise specified.

"I acknowledge notice and oral approval of an increase in the original estimated price."

Signature or Initials _____

**Notice to Consumer: Please read important information on back.**



Customer Signature

**Galpin Ford**

**Processed by Kaarma eBridge Payments**

# Galpin Ford Service

15505 Roscoe Blvd., North Hills, CA 91343

EPA # CAD029453131 • BAR # ARD11208


[redacted]

13 - inspected the vehicle for customer concern the vehicle jecking and hesitation gustavo drove the vehicle wasnt able to duplicate the concern, i driven the vehicle s3everal miles and drive cycle unable to duplicated the customer concern at this time. check for code found evap cove and fuel codes but this is not curently present.

*1 – Correction/Action Taken*

no problem found at this time

92225 0.00

Sub Total Parts 0.00

SubTotal Job # 1 0.00

**2. Vehicle Concern**

QS - Customer States when starting vehicle, starter turns on and then off and then back on again before engine actually starts up since last repair.

*1 – Cause/Action to Take*

2 - ...

*1 – Correction/Action Taken*

Inspect and I was unable to verify concern. Inspect oasis and no service messages were found. Self test starting system, performed PPT A section 303-06A. A1 yes. Inspect starting system and found starter bolts to terminals loose by 3/8th of a turn. Torque down starter bolts. Also test battery and found battery voltage low. Recommend New battery and resetting battery monitor sensor.

94291 0.00

Sub Total Parts Internal Work

**3. Vehicle Concern**

2WD/4WD Brake Inspection for Cars & Light Trucks - 2 Wheel Drive & 4 Wheel Drive Only, Removal of Four Wheels, Inspect Complete Brake System, Road Test Vehilce, and Prepare Estimate for Repair.
(Free if Used in Conjunction with Brake Service) ***feels brake pulsation when braking.***

*1 – Cause/Action to Take*

FM200 - Maintenance

**Notice to Consumer: Please read important information on back.**

[redacted]

| | | | | |
|---|---|---|---|---|
| ALL BRAKES BELOW MINIMUM SPEC AT 3MM.<br>FRONT ROTORS DISCOLORED, WARPED.<br>NEEDS FRONT AND REAR BRAKE JOB | | | | |
| Sub Total Parts | | | | 0.00 |
| SubTotal Job # 3 | | | | 29.95 |
| ***4. Vehicle Concern*** | | | | |
| Customer States grease on drivers door armrest on after last repair, clean drivers inner door panel. | | | | |
| *1 – Cause/Action to Take* | | | | |
| .. | | | | |
| *1 – Correction/Action Taken* | | | | |
| Cleaned door panel of all grease marks using upholstery cleaner. | 94291 | | | 0.00 |
| Sub Total Parts | | | | Internal Work |
| ***5. Vehicle Concern*** | | | | |
| Customer declined the following recommended service and repairs. alignment for pulls to the left | | | | |
| *1 – Cause/Action to Take* | | | | |
| DECL - Recommend:<br>-battery<br>- rear brakes pads<br>- resurface front rotors<br>-<br>- | | | | |
| *1 – Correction/Action Taken* | | | | |
| Customer declined all recommendations at this time. | | | | 0.00 |
| Sub Total Parts | | | | 0.00 |
| SubTotal Job # 5 | | | | 0.00 |

**Notice to Consumer: Please read important information on back.**

**Galpin Ford Service**
15505 Roscoe Blvd., North Hills, CA 91343
EPA # CAD029453131 • BAR # ARD11208

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| | Sub Total Parts<br>SubTotal Job # 6 | | | | Service Contract<br>Service Contract |
| ***7. Vehicle Concern***<br>Galpin Ford Service Department will check for any open Field Service Action Campaigns or Recalls.<br>*1 – Cause/Action to Take*<br>OPENRECALLS - Check for recalls.<br>*1 – Correction/Action Taken*<br>Verified. | | 999 | | | 0.00 |
| | Sub Total Parts<br>SubTotal Job # 7 | | | | Warranty<br>Warranty |
| ***8. Vehicle Concern***<br>Perform a tire pressure check/inflation service on your vehicle.<br>*1 – Cause/Action to Take*<br>TPCHECK - Tire Pressure Check.<br>*1 – Correction/Action Taken*<br>Performed a tire pressure check/inflation service on the operating tires of the vehicle.<br>Front Left: 35 PSI Front Right: 35 PSI<br>Rear Left: 35 PSI Rear Right: 35 PSI | | 999 | | | 0.00 |
| | Sub Total Parts<br>SubTotal Job # 8 | | | | Warranty<br>Warranty |

**Notice to Consumer: Please read important information on back.**

# Galpin Ford Service

15505 Roscoe Blvd., North Hills, CA 91343

EPA # CAD029453131 • BAR # ARD11208

[redacted]

GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are given a menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain competitive.

We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

| | |
|---|---|
| Total Labor | 29.95 |
| Total Parts | 0.00 |
| Total Sublet | 0.00 |
| Misc. Chrgs | 0.00 |
| Car Rental | 0.00 |
| Freight | 0.00 |
| Deductible | 0.00 |
| Special Tax | 0.00 |
| Haz Mat Chrg | 0.00 |
| Sales Tax | 0.00 |
| **AMOUNT DUE** | **29.95** |

**SERVICE DEPARTMENT HOURS:**

MONDAY - FRIDAY: 8:00 A.M. TO 5:00 P.M.
SATURDAY: 8:00 A.M. TO 5:00 P.M.

RESERVATIONS: 844-287-7148

SEE SERVICE SPECIALS @ WWW.GALPINSPECIALS.COM

All parts are new unless otherwise specified.

"I acknowledge notice and oral approval of an increase in the original estimated price."

Signature or initials _____

**Notice to Consumer: Please read important information on back.**



# ROMANO STANCROFF PC

The Lemon Law Attorneys

MARK P. ROMANO
STEVEN G. STANCROFF
KARL P. HEIL
GARY L. HERMANSON
ALIAKSANDRA VALITSKAYA
MARIE BLATY BARNES

801 West Ann Arbor Trail, Suite 232
Plymouth, MI 48170
Phone/Fax/Text (734) 207-3377
teri@thelemonlawattorneys.com

July 14, 2023

Ford Motor Company – FCSD Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of Ms. Sassin's claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our client has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of the Michigan Lemon Law and Magnuson-Moss Warranty Act. As such, our client respectfully requests that Ford Motor Company comply with the above statutes and pay all attorney fees and costs.

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

Romano Stancroff PC

[redacted]



[redacted]

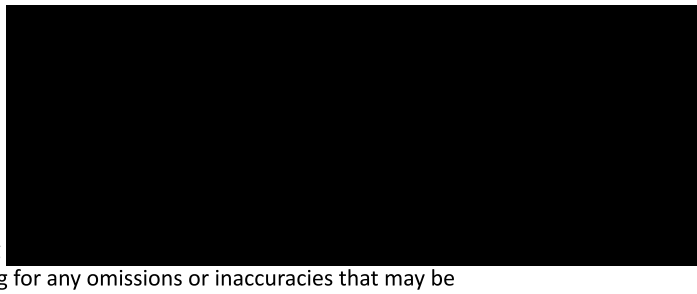
## Service of Process Transmittal Summary

**TO:** Mary Ann MacKinnon
Ford Motor Credit Company
1 American Rd, Legal Office
Dearborn, MI 48126-2701

**RE:** **Process Served in Mississippi**

**FOR:** Ford Motor Service Company (Domestic State: MI)

[redacted]



included documents and taking appropriate action, including consulting [redacted] disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Mon, Feb 27, 2023
**Server Name:** Drop Service

| | |
|---|---|
| Entity Served | [redacted] |
| Case Number | |
| Jurisdiction | |

| | | |
|---|---|---|
| | | |
| | | |



[redacted]

**NOTICE TO DEFENDANT**

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

YOU ARE REQUIRED TO MAIL OR HAND-DELIVER A COPY OF A WRITTEN RESPONSE TO THE COMPLAINT TO **WARE LAW FIRM, PLLC, DANIEL D. WARE, ATTORNEY FOR THE PLAINTIFFS, WHOSE MAILING ADDRESS IS 103 3rd Street NW, MAGEE, MS 39111.** YOUR RESPONSE MUST BE MAILED OR DELIVERED WITHIN THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THIS SUMMONS AND COMPLAINT OR A JUDGMENT BY DEFAULT WILL BE ENTERED AGAINST YOU FOR THE MONEY OR THINGS DEMANDED IN THE COMPLAINT.

YOU MUST ALSO FILE THE ORIGINAL OF YOUR RESPONSE WITH THE CLERK OF THIS COURT WITHIN A REASONABLE TIME AFTERWARD.

ISSUED UNDER MY HAND AND THE SEAL OF SAID COURT, THIS 14th DAY OF February, 2023.

CIRCUIT COURT
SIMPSON COUNTY, MS

[redacted]

**PROOF OF SERVICE – SUMMONS**
**(PROCESS SERVER)**

_____
Name of Person or Entity Served

I, the undersigned process server, served the summons and complaint upon the person or entity named above the manner set forth below:

_____ **FIRST CLASS MAIL AND ACKNOWLEDGMENT SERVICE:** By mailing (by first class mail postage prepaid) on the date stated in the attached Notice, copies to the person served, together with copies of the form of notice and acknowledgment and return envelope postage prepaid, addressed to the sender.

_____ **PERSONAL SERVICE:** I personally delivered copies to _____ on the _____ day of _____, 20_____, where I found said person(s) in _____ County of the State of Mississippi.

_____ **RESIDENCE SERVICE:** After exercising reasonable diligence I was unable to deliver copies to said person within _____ County, Mississippi. I served the summons and complaint on the _____ day of _____, 20___ at the usual place of abode of said person by leaving a true copy of the summons and complaint with _____, who is the _____, a member of the family of the person(s) served above the age of sixteen years and willing to receive the summons and complaint, and thereafter on the _____ day of _____, 20___. I mailed (by first class mail, postage prepaid) copies to the persons served at his or her usual place of abode where the copies were left.

_____ **CERTIFIED MAIL SERVICE:** By mailing to an address outside Mississippi (by first class mail, postage prepaid, requiring a return receipt) copies to the person served.

At the time of service I was at least 18 years of age and not a party to this action.

**Process server must list below:** (Please print or type)

Name: _____

Address: _____

Telephone No. _____

Fee for service: $_____

**STATE OF MISSISSIPPI**
**COUNTY OF** _____

Personally appeared before me the undersigned authority in and for the State and County aforesaid, the within named _____, who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service-Summons" are true and correct as therein stated.

_____
PROCESS SERVER (Signature)

Sworn to and subscribed before me, this the _____ day _____, 20_____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

[redacted]

TRIAL BY JURY DEMANDED.

COMES NOW, the Plaintiff [redacted] and through his counsel of record and files this his Complaint against the Defendant Ford Motor Service Company, and in support thereof would respectfully show unto the Court the following facts, to-wit:

## PARTIES

1. Plaintiff, William Searcy, is an adult resident citizen of Simpson County, Mississippi.
2. Defendant, Ford Motor Service Company, is a foreign corporation doing business within the State of Mississippi and may be served with process of this Court through its registered agent for service of process, C.T. Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, MS 39232.
3. This Court has jurisdiction of both the subject matter and the parties herein.

## FACTUAL AND LEGAL ALLEGATIONS

4. At all times relevant hereto, Defendant, Ford Motor Service Company (hereinafter "Ford") offered a vehicle repair warranty or service contract.

[redacted]

5. On October 1, 2018, Plaintiff purchased a 2018 Ecosport vehicle identification [redacted] remainder of factory coverage.

6. On March 29, 2022 the engine died and was replaced by Woolwine on May 16, 2022. This cost Plaintiff an additional $2,000.00. On October 26, 2022 the engine died again. After the death of the second engine, Woolwine is requiring a replacement of spark plugs and fuel jets at the Plaintiff's expense.

7. On October 26, 2022 the engine died and was replaced by Woolwine in November of 2022.

8. In December 2022, the engine's issues started again. The vehicle remains at Woolwine.

9. Plaintiff has not been able to use the vehicle due to the inoperable engine that cannot be repaired.

## BREACH OF SERVICE CONTRACT

10. In order to prevent repetition, the Plaintiff hereby incorporates by reference and re-alleges the information set forth in the forgoing paragraphs.

11. At all times Plaintiff purchased with good faith Defendant Ford with a manufacturer's warranty and a service contract believing it would repair all problems as specifically stated in its contract.

12. Defendant failed to pay for the repairs of Plaintiff's vehicle.

## TORTIOUS BREACH OF SERVICE CONTRACT

**13.** In order to prevent repetition, the Plaintiff hereby incorporates by reference and re-alleges the information set forth in the forgoing paragraphs.

**14.** Also as a result of Defendant Ford's action, Plaintiff suffered mental anguish, intentional and/or negligence infliction of emotional distress and financial loss.

**15.** Plaintiff had an expectation after purchasing the vehicle, that Defendant would pay for the needed services.

**16.** Notwithstanding its obligation to do so and with full and complete knowledge of the facts herein stated, the Defendant failed and in bad faith to provide services that were within the contract sold unto the Plaintiff.

**17.** By failing to provide these services, Defendant tortuously breached its contract with the Plaintiff.

**18.** That Plaintiff believes the Defendant acted with intentional willful and reckless disregard for his rights under the said contract, that such actions on the part of the Defendant were made in its routine pattern of practice of adjusting claims on this specific contract sold to consumers, especially the Plaintiff.

**19.** By Defendant Ford's actions and/or omission of not covering the repairs by it representations to cover damages to the vehicle, it tortuously breached its contract with the Plaintiff.

[redacted]

## BREACH OF MAGNUSON-MOSS WARRANTY ACT

**20.** In order to prevent repetition, the Plaintiff hereby incorporates by reference and re-alleges the information set forth in the forgoing paragraphs.

**21.** This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2310(d)(1)(A).

**22.** Plaintiff is a "consumer" as defined by 15 USC § 2301(3).

**23.** The Defendant is a "supplier" and "warrantor" as defined by 15 USC § 2301(4)(5).

**24.** The Subject service contract is a "consumer product" as defined by 15 USC § 232301(6).

**25.** The actions of Defendant Ford as hereinabove described, in failing to tender the subject repair to Plaintiff, constitute a breach of the written warranties covering the truck's engine and thus, constitute a violation of the Magnuson-Moss Warranty Act.

**26.** Despite repeated demands and despite the fact that the Plaintiff has complied with all reasonable terms and conditions imposed upon him by Defendant, Defendant Ford has failed and refused to cure any defects and non-conformity with the subject warranty and/or service contract for Plaintiff's vehicle.

[redacted]

27. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiff is entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

## BREACH OF IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

28. In order to prevent repetition, the Plaintiff hereby incorporates by reference and re-alleges the information set forth in the forgoing paragraphs.

29. That the Defendant Woolwine expressly and impliedly warranted the product involved herein, to be fit for the purpose for which it was intended that is transportation, and that said product, was not, in fact, fit and suitable for its intended purpose.

30. That the Defendants, and each of them, breached their expressed warranties, both oral and written, and the implied warranties for fitness for a particular use and merchantability under the Mississippi Uniform Commercial Code.

## NEGLIGENT MISREPRESENTATIONS

31. In order to prevent repetition, the Plaintiff hereby incorporates reference and re-alleges the information set forth in the forgoing paragraphs.

32. Plaintiff reasonably relied on the misrepresentations and/or omissions of the Defendants in the purchasing of the manufacturer's warranty and the extended warranty and/or service contract for his F-150.

33. Defendant promised the Plaintiff it would pay for proper repairs to his vehicle.

34. In fact, the product sold to Plaintiff was a service contract not a warranty despite the fact it is called a extended automobile warranty.

35. Furthermore, Defendant stated it would repair the vehicle so that Plaintiff can properly use the vehicle for adequate transportation.

36. As a direct and proximate result of the Defendant's failure to pay, Plaintiff suffered damages.

37. Plaintiff has been without this vehicle for months due to the failure of the Defendants to honor their contract.

38. Plaintiff would not have purchased the vehicle and/or the service contract if he would have known that Defendants would not have fulfilled their obligations under their contracts.

39. The Defendant's statements constitute negligent misrepresentations and the Plaintiff suffered damages as a result

40. Plaintiff further alleges upon information and belief that the aforesaid actions and/or omissions of Defendant was prompted by willful and conscious wrong or by actual malice and fraud or by conduct so grossly negligent and inexcusable as to amount to a complete disregard for the rights of the Plaintiff and was attended by intentional wrong, insult, and abuse entitling the Plaintiff to an award of actual, compensatory and punitive damages of and from Defendant.

[redacted]

## COMMON LAW FRAUD AND/OR FRAUDULENT AND/OR NEGLIGENT AND/OR GROSSLY NEGLIGENT MISREPRESENTATION

**41.** In order to prevent repetition, the Plaintiff hereby incorporates reference and re-alleges the information set forth in the forgoing paragraphs.

**42.** Defendant controlled the relationship between the Plaintiff and itself, in that the Defendant had a much greater bargaining power over Plaintiff.

**43.** This Defendant known or should have known, that the Plaintiff relied upon all the representations and/or misrepresentations and such reliance was justified and, as a result of said reliance, Plaintiff, to his detriment, sustained damages and injuries, as mentioned hereinabove.

**44.** Had not those representations and/or misrepresentations been made in such a fraudulent manner, Plaintiff would not have enter into and purchase the vehicle and service contract with Defendant.

## NEGLIGENCE AND/OR GROSS NEGLIGENCE

**45.** In order to prevent repetition, the Plaintiff hereby incorporates reference and re-alleges the information set forth in the forgoing paragraphs.

**46.** Defendant had a duty to repair the vehicle in a professional and operational manner, and to correct all known problems.

**47.** Defendant failed to properly the engine of the Plaintiffs' vehicle. Due to this negligence, the vehicle cannot be operate correctly.

## ECONOMIC DURESS

**48.** In order to prevent repetition, the Plaintiff hereby incorporates reference and re-alleges the information set forth in the forgoing paragraphs.

**49.** Plaintiff placed his trust in the integrity, skill, experience, expertise, advice, service, knowledge, competency and judgment of Defendants.

**50.** The Defendant had superior knowledge, resources, information, and experience to that of the Plaintiff.

**51.** The Defendant had a duty to act in good faith and to deal fairly with the Plaintiff.

**52.** The Defendant was able to and continue to wrongfully profit, to Plaintiff's detriment, through the imposition of economic duress which overcame Plaintiff's free agency.

**53.** Plaintiff has been proximately damaged by Defendants' imposition of economic duress for which Plaintiff is entitled to recover as set forth hereinabove.

## REVOCATION

**54.** Plaintiff fully repeats and incorporates the previous paragraphs, as set forth above.

**55.** After taking possession of the Subject vehicle, Plaintiff discovered defects as outlined above which substantially impaired the value of the Vehicle to Plaintiff.

56. After numerous failed attempts by Defendant and its agents to properly repair the Subject vehicle, Plaintiff now believes that said non-conformities cannot be seasonably or ever cured and have lost confidence that the vehicle can be operated safely.

57. Due to the Subject vehicle's lengthy repair history and continuing defects, Plaintiff has previously sought to revoke acceptance pursuant to Miss. Code Ann §75-2-608 and the return of the purchase price of the Subject vehicle.

58. With the filing of this Complaint, Plaintiff continues his demand of Defendants to allow Plaintiff to return the vehicle in exchange for the purchase price and any costs or expenses associated with the sale, repair and return of the Subject vehicle as allowed by law, including payment of reasonable costs and expenses.

WHEREFORE PREMISES CONSIDERED, the Plaintiff prays for judgment of and from the Defendants in an amount to be determined by the jury to include, the following:

1. To properly compensate the Plaintiff for him loss;
2. To properly compensate the Plaintiff for the unnecessary pain and suffering, anxiety and emotional distress he has suffered;
3. To properly compensate the Plaintiff for economical duress;
4. Plus punitive damages in an amount sufficient to punish the Defendant herein for its past conduct and to deter similar future gross, willful and intentional conduct;
5. Attorney's fees, together with cost;

[redacted]

6. Prejudgment and post judgment interest; and

7. Such other relief as the Plaintiff may be entitled to up to and not exceeding $50,000.

Respectfully submitted,

[redacted]



# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
9663 Santa Monica Blvd
Suite #176
Beverly Hills, CA 90210

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com


September 13, 2021

Ford Motor Company
P.O. Box 6248

[redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of [redacted] and [redacted] relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Kathryn Abrams
Of Counsel Attorney for Plaintiff

CC: Toyota of Sunnyvale, 898 W El Camino Real, Sunnyvale, CA 94087

[redacted]

DMV
DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

********** DO NOT DETACH - REGISTERED OWNER INFORMATION **********



[redacted]

| Description | | | QtyOrd | Qty Del | Price | Ext Total | Grand Total |
|---|---|---|---|---|---|---|---|
| Part Number | Failed | Description | | | | | |
| G1FZ6006A | | SERVICE ENGINE ASY | 1 | 1 | | | |
| VC13G | | ANTI FREEZE | 1 | 1 | | | |
| W716271S437 | | NUT | 2 | 2 | | | |
| CM5Z9439A | | GASKET INTAKE MANIFOLD | 3 | 3 | | | |
| CM5Z8255A | | GASKET | 1 | 1 | | | |
| XO5W20Q1SP | | MOTORCRAFT SAE 5W 20 API GF 5 | 5 | 5 | | | |
| CM5Z9450A | | GASKET | 1 | 1 | | | |
| W715775S300 | | RING | 1 | 1 | | | |
| BM5Z2A572A | | GASKET VACUUM PUMP | 1 | 1 | | | |
| AA5Z9E583A | | SEAL | 1 | 1 | | | |
| W500414S442 | | BOLT | 2 | 2 | | | |
| CM5Z6K682L | | TURBOCHARGER ASY | 1 | 1 | | | |
| F1FZ9N454G | | HEAT SHIELD | 1 | 1 | | | |
| H1BZ6K775A | | COOLER ASY ENGINE CHARGE AIR | 1 | 1 | | | |
| CM5Z6K679B | | PIPE OIL FEED | 1 | 1 | | | |
| CM5Z6L092A | | TUBE ASY DRAIN | 1 | 1 | | | |
| 4R8Z6N652A | | GASKET | 1 | 1 | | | |
| W505533S437 | | SCREW | 4 | 4 | | | |
| W715309S300 | | STUD | 8 | 8 | | | |
| W716271S437 | | NUT | 8 | 8 | | | |
| GN1Z5A215A | | CLAMP EXHAUST | 1 | 1 | | | |
| W715618S437 | | NUT | 4 | 4 | | | |
| F1FZ6379A | | BOLT HEX HEAD | 6 | 6 | | | |
| SP538A | | SPARK PLUG | 3 | 3 | | | |

Sub Total Parts — Warranty

SubTotal Job # 1 — Warranty

PE23-015 001701 LC SV

Please see reverse of this invoice for legal release and warranty information.

*** Open Saturday 8 AM - 5PM!***

**IMPORTANT:**

You may receive a satisfaction survey by email, if you're unable to mark it with 5 stars, please contact our Service Manager, Ryan Valletta at 408-782-8208

Please Remit Payment to:

The Ford Store Morgan Hill
17045 Condit Rd.
Morgan Hill, CA 95037

| | |
|---|---|
| Total Labor | 0.00 |
| Total Parts | 0.00 |
| Total Sublet | 0.00 |
| Misc. Chrgs | 0.00 |
| Car Rental | 0.00 |
| Freight | 0.00 |
| Deductible | 0.00 |
| Special Tax | 0.00 |
| Haz Mat Chrg | 0.00 |
| Sales Tax | 0.00 |
| **AMOUNT DUE** | **0.00** |

| Description | QtyOrd | Qty Del | Price | Ext Total | Grand Total |
|---|---|---|---|---|---|
| ***1. Customer statement of problem*** | | | | | |
| Customer States while driving the low oil pressure light turn on, lost power customer pulled over and vehicle die and doesn't start only cranks please check and advise | | | | | |
| *1 – Cause/Action to Take* | | | | | |
| 08ENG - TECH 9770 PERFORMED DIAGNOSIS PER CUSTOMER CONCERN OF ENGINE LOST POWER AND ENGINE SHUT OFF. ATTEMPTED TO START ENGINE WITH NO SUCCESS. ENGINE TURNS OVER BUT DOES NOT START. CHECKED OIL LEVEL AND CONDITION, FOUND OIL LEVEL WITHIN SPECS, ENGINE OIL HAS METALLIC LIKE DEBRI, METAL PRESENT IN ENGINE OIL. RAN OASIS PER SYMPTOM AND CONDITION, FOUND SSM 49726 LOSS OF ENGINE OIL PRESSURE 1.O ECOBOOST ENGINE.. PER SSM AND FINDINGS NEED TO SOP LONGBLOCK ASSEMBLY FOR REPAIR. | | | | | |
| *1 – Correction/Action Taken* | | | | | |
| TECH 9770 PER PREVIOUS TECH FINDINGS AND SYMPTOM PRESENT. FOUND SSM 49726 2018-2019 ECOSPORT LOSS OF ENGINE OIL PRESSURE. REPLACED ENGINE LONGBLOCK ASSEMBLY. DURING TEARDOWN AND REMOVAL OF PARTS, FOUND TURBO IMPELLAR BENT, ALSO INSPECTED CHARGE AIR COOLER FOUND METAL DEBRI INSIDE, SOP NEW TURBO ASSEMBLY AND ALL RELATED OIL TUBES AND OR GASKETS FOR INSTALL. AS WELL AS NEW CHARGE AIR COOLER ASSEMBLY. INSTALLED NEW LONGBLOCK INTO VEHICLE. RE-INSTALLED ENGINE HARNESS AND ALL PREVIOUSLY REMOVED ACCESORIES. REPLACED ALL THREE SPARK PLUGS PER PREVIOUS PLUGS BEING FOULED OUT PER PREVIOUS ENGINE DAMAGE. COMPLETED ENGINE INSTALL. FILLED ENGINE WITH 5W-20 ENGINE OIL. FILLED COOLANT SYSTEM TO SPECS. KOEO USING FDRS, CLEARED PREVIOUSLY SET CODES, FOUND NEW PCM UPDATE AVAILABLE, PERFORMED SOFTWARE DOWNLOAD. ALL OK PCM ACCEPTED NEW SOFTWARE, PERFORMED MISFIRE MONITOR NEAUTRAL PROFILE CORRECTION, PASSED. PERFORMED LONG ROAD TEST. DROVE BACK TO SHOP ALL OK ENGINE PERFORMING AS DESIGNED. | 9770 97... | | | 0.00 | |

[redacted]

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | SE FWD | | |

[redacted]

| | AMOUNT |
|---|---|
| #1 - CEL: CHECK ENGINE LIGHT DIAGNOSTIC | |
| C/S: CHECK ENGINE LIGHT TURNED ON AND VEHICLE OVER HEATED WHILE DRIVING OVER HILLS | |
| Caused by | |
| CHECKED VEH FOR CK ENGINE LIGHT ON AND OVERHEATING. RAN EEC QUICK TEST. P1285 PRESENT. RAN PINPOINT TEST B1 CARRIED OUT INSPECTION AND VERIFICATION. OK. B2 CHECKED FOR DTCS. P1285 PRESENT. B3 CHECK FOR ANY AIRFLOW OBSTRUCTION OR MISSING AIR DEFLECTORS.OK AT THIS TIME. B4 CHECKED THE ECT AND AMBIENT AIR TEMPERATURE CORRELATION. WITHIN SPECS AT THIS TIME. | |
| Corrected by 8575B | |
| Tech: CHARLES HEYDON (640) | Warranty |
| Corrected by 8575B1 | |
| Tech: CHARLES HEYDON (640) | Warranty |
| Corrected by 12650D | |
| Tech: CHARLES HEYDON (640) | Warranty |
| Corrected by 12650DX1 | |
| Tech: CHARLES HEYDON (640) | Warranty |
| Corrected by 12650D45 | |
| Tech: CHARLES HEYDON (640) | Warranty |
| Corrected by 8005D | |
| Tech: CHARLES HEYDON (640) | Warranty |
| Corrected by 8575B | |

DIAMOND FORD

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

(C) 2010 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Tech: CHARLES HEYDON (640) | | Warranty |
| Corrected by 8575B1 | | |
| Tech: CHARLES HEYDON (640) | | Warranty |
| Corrected by Thermostat Replace. | | |
| Tech: CHARLES HEYDON (640) | | Warranty |
| Corrected by 12650D | | |
| Tech: CHARLES HEYDON (640) | | Warranty |
| Corrected by 12650DX1 | | |
| Tech: CHARLES HEYDON (640) | | Warranty |
| Corrected by 12650D45 | | |
| Tech: CHARLES HEYDON (640) | | Warranty |
| Corrected by | | |
| Tech: CHARLES HEYDON (640) | | Warranty |
| Installed CM5Z 8592 B :CONNECTION - WATER OUTLET | Qty: 1 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty |
| CAL STATE INV#600947 | | |
| Installed CM5Z 8575 D :THERMOSTAT ASY | Qty: 1 | Warranty |
| WITHIN 10 DEGREES. B5 CHECKED THE ACTIVE GRILL SHUTTER OPERATION. OK AT THIS TIME.B6 CHECKED ELECTRIC COOLING FAN OPERATION. OK AT THIS TIME. B7 PRESSURE TESTED DEGAS BOTTLE CAP. OK AT THIS TIME. B8 CHECKED THE ENGINE COOLANT LEVEL AND PRESSURE TESTED ENGINE COOLING SYSTEM. OK AT THIS TIME. B13 CHECKED COOLING SYSTEM FOR COMBUSTION GASES. OK AT THIS TIME. B14 VISUALLY INSPECTED THERMOSTAT. SEEMS OK AT THIS TIME. INSTALLED NEW THERMOSTAT PER PINPOINT TEST AND WORKSHOP MANUAL. | | |

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

(C) 2010 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | SE FWD | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| ROAD TESTED VEH. P1285 RETURNED. CHECKED BLOCK THERMOSTAT AND REPLACED. ROAD TESTED VEH MONITORING PIDS. VEH PASSED ROAD TEST AT THIS TIME. | |
| #2 - LOANER: LOANER CAR AUTH BY CUSTOMER REQUEST LOANER - ENTERPRISE Work performed by ENTERPRISE RENT A CAR (AVE K : | Warranty |
| #3 - CS: CUSTOMER STATES block thermostat Sub Total: .00 | |
| ********** * Are you earning Fordpass rewards? Use * * your Fordpass points towards your bill today! * ********** | |

DIAMOND FORD

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 | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

(C) 2010 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost you. | Amount Financed<br>The amount of credit provided to you or on your behalf. | Total of Payments<br>The amount you will have paid after you have made all payments as scheduled. | Total Sale Price<br>The total cost of your purchase on credit, including your down payment of $ 0.00 is |
|---|---|---|---|---|
| 15.99 % | $ 13589.59 (e) | $ 23779.85 (e) | $ 37369.44 (e) | $ 37369.44 (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 |
| 71 | 519.02 | Monthly beginning 06/11/2019 |
| N/A | N/A | N/A |
| One final payment | 519.02 | 05/11/2025 |

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
**Prepayment.** If you pay early, you may be charged a minimum finance charge.
**Security Interest.** You are giving a security interest in the vehicle being purchased.
**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

**ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)**

1. **Total Cash Price** $ 18892.00 (A)
   - A. Cash Price of Motor Vehicle and Accessories
     - 1. Cash Price Vehicle $ 18892.00
     - 2. Cash Price Accessories $ N/A
     - 3. Other (Nontaxable)
       - Describe N/A $ N/A
       - Describe N/A $ N/A
   - B. Document Processing Charge (not a governmental fee) $ 85.00 (B)
   - C. Emissions Testing Charge (not a governmental fee) $ N/A (C)
   - D. (Optional) Theft Deterrent Device(s)
     - 1. (paid to) N/A $ N/A (D1)
     - 2. (paid to) N/A $ N/A (D2)
     - 3. (paid to) N/A $ N/A (D3)
   - E. (Optional) Surface Protection Product(s)
     - 1. (paid to) N/A $ N/A (E1)
     - 2. (paid to) N/A $ N/A (E2)
   - F. EV Charging Station (paid to) N/A $ N/A (F)
   - G. Sales Tax (on taxable items in A through F) $ 1707.93 (G)
   - H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) ADR $ 30.00 (H)
   - I. (Optional) Service Contract(s)
     - 1. (paid to) N/A $ N/A (I1)
     - 2. (paid to) N/A $ N/A (I2)
     - 3. (paid to) N/A $ N/A (I3)
     - 4. (paid to) N/A $ N/A (I4)

the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

**Vehicle Insurance**

| | | Term | Premium |
|---|---|---|---|
| $ N/A | Ded. Comp., Fire & Theft | N/A Mos. | $ N/A |
| $ N/A | Ded. Collision | N/A Mos. | $ N/A |
| Bodily Injury | $ N/A Limits | N/A Mos. | $ N/A |
| Property Damage | $ N/A Limits | N/A Mos. | $ N/A |
| Medical N/A | | N/A Mos. | $ N/A |
| N/A | | N/A Mos. | $ N/A |
| Total Vehicle Insurance Premiums | | | $ N/A |

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT

[redacted]

Buyer Signs X

**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 1I.

I1 Company N/A
Term N/A Mos. or N/A Miles
I2 Company N/A
Term N/A Mos. or N/A Miles
I3 Company N/A
Term N/A Mos. or N/A Miles
I4 Company N/A
Term N/A Mos. or N/A Miles
I5 Company N/A
Term N/A Mos. or N/A Miles

Buyer X N/A

[redacted]

H. Electronic Vehicle Registration or Transfer Charge
(not a governmental fee) (paid to) ATE $ 30.00 (H)

I. (Optional) Service Contract(s)
1. (paid to) N/A $ N/A (I1)
2. (paid to) N/A $ N/A (I2)
3. (paid to) N/A $ N/A (I3)
4. (paid to) N/A $ N/A (I4)
5. (paid to) N/A $ N/A (I5)

J. Prior Credit or Lease Balance (e) paid by Seller to
Vehicle 1 N/A Vehicle 2 N/A $ 3041.92 (J)
(see downpayment and trade-in calculation)

K. (Optional) Debt Cancellation Agreement $ N/A (K)

L. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (L)

M. Other (paid to) N/A $ N/A (M)
For N/A

N. Other (paid to) N/A $ N/A (N)
For N/A

**Total Cash Price** (A through N) $ 23756.85 (1)

**2. Amounts Paid to Public Officials**

A. Vehicle License Fees Estimated $ 0.00 (A)
B. Registration/Transfer/Titling Fees Estimated $ 15.00 (B)
C. California Tire Fees $ 0.00 (C)
D. Other N/A $ 0.00 (D)

**Total Official Fees** (A through D) $ 15.00 (2)

**3. Amount Paid to Insurance Companies**
(Total premiums from Statement of Insurance) $ N/A (3)

**4.** ☐ **State Emissions Certification Fee or** ☒ **State Emissions Exemption Fee** $ 8.00 (4)

**5. Subtotal** (1 through 4) $ 23779.85 (5)

**6. Total Downpayment**

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): $ 2250.00 (A)
Vehicle 1 $ 2250.00 Vehicle 2 $ N/A

B. Total Less Prior Credit or Lease Balance (e) $ 7791.92 (B)
Vehicle 1 $ 7791.92 Vehicle 2 $ N/A

C. Total Net Trade-In (A–B) (indicate if negative number) $ -5541.92 (C)
Vehicle 1 $ -5541.92 Vehicle 2 $ N/A

D. Deferred Downpayment Payable to Seller $ N/A (D)

E. Manufacturer's Rebate $ N/A (E)

F. Other N/A $ N/A (F)

Buyer X N/A

**Trade-In Vehicle(s)**

1. Vehicle 1
Year 2006 Make BMW
Model X3 Odometer 104326
VIN WBXPA93446WG86120
a. Agreed Value of Property $ 2250.00
b. Buyer/Co-Buyer Retained Trade Equity $ N/A
c. Agreed Value of Property Being Traded-In (a–b) $ 2250.00
d. Prior Credit or Lease Balance $ 7791.92
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity) $ -5541.92

2. Vehicle 2
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A
a. Agreed Value of Property $ N/A
b. Buyer/Co-Buyer Retained Trade Equity $ N/A
c. Agreed Value of Property Being Traded-In (a–b) $ N/A
d. Prior Credit or Lease Balance $ N/A
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity) $ N/A

**Total Agreed Value of Property Being Traded-In (1c+2c)** $ 2250.00*
**Total Prior Credit or Lease Balance (1d+2d)** $ 7791.92*
**Total Net Trade-In (1e+2e)** $ -5541.92*
(*See item 6A–6C in the Itemization of Amount Financed)

**OPTION:** ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or

[redacted]

[redacted]

Seller Signs TOYOTA SUNNYVALE Date 04/27/19 By X _____ Title MANAGER

LAW FORM NO. 553-CA-ARB (REV. 7/16)
©2016 The Reynolds and Reynolds Company TO ORDER: www.reysource.com; 1-800-344-0996; fax 1-800-531-9055
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

CUSTOMER/TRUTH IN LENDING COPY



335416-35-23-PRI
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach, FL 33160

PRESORTED
FIRST-CLASS MAIL
POSTAGE AND FEES PAID
C2M LLC
22202

**USPS CERTIFIED MAIL™**



**9214 8901 3247 3400 1148 1101 08**

1**********SNGLP 480

**SIGNATURE REQUIRED PER DMM 3.1.1**

Ford Motor Company
PO Box 6248
Dearborn, MI 48121-6248



# LAW OFFICES OF JASON S HEGEDUS PLLC

Attorneys and Counselors at Law
2929 Allen Pkwy
Suite 200
Houston, TX 77019

Telephone (281) 742-9501
Facsimile (888) 809-7010
Email: info@hegalaw.com

March 30, 2020

Ford Motor Company
P.O. Box 6248
[redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests o[redacted] elating to the purchase of the above-mentioned vehicle. Let this letter serve as r[redacted] mediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LAW OFFICES OF JASON S HEGEDUS PLLC
By: s/n Adam Mott
Attorney for Plaintiff

CC: Planet Ford, 20403 I-45, Spring, TX 77388

342086-36-15-PRI
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach, FL 33160

1**********SNGLP 480

Ford Motor Company
PO Box 6248
Dearborn, MI 48121-6248



# LAW OFFICES OF JASON S HEGEDUS PLLC

Attorneys and Counselors at Law
2929 Allen Pkwy
Suite 200
Houston, TX 77019

Telephone (281) 742-9501
Facsimile (888) 809-7010
Email: info@hegalaw.com


April 21, 2020

***VIA US MAIL***

Ford Motor Company
P.O. Box 6248

[redacted]

As you know this law firm represents the legal interests of [redacted] relating to the purchase of a 2018 Ford Ecosport VIN: [redacted] (the "Vehicle"). On 4/6/2020 your office received our letter dated 3/30/2020 and failed to respond.

Please let this letter serve as our final attempt to settle this matter prior to filing a lawsuit and incurring unnecessary attorney fees and costs. As stated previously, the defects with the vehicle continue to exist. Due to the serious defects with the Vehicle since its purchase, Wiesam Shamaoun hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 7 days, Wiesam Shamaoun has instructed me to file a lawsuit against you.

Respectfully submitted,

LAW OFFICES OF JASON S HEGEDUS PLLC
By: s/n Adam Mott
Attorney for Plaintiff

[redacted]

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 01JAN18 DL | | | 16:00 08JUN20 | | 0.00 | MCVD | 08JUN20 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 13:42 01JUN20 | 11:55 08JUN20 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A F/E-MPP WARRANTY : CUSTOMER STATES THERE IS A NOISE IN THE FRONT END WHEN TURNING THE STEERING WHEEL TO EITHER DIRECTION, OR WHEN GOING INTO REVERSE AND TURNING THE STEERING WHEEL. | | | |
| CAUSE: DIAG: 1.0HR, STEERING GEAR: 4.0HR, ALIGNMENT: 1.0HR | | | |
| 700 MPP WARRANTY : CUSTOMER STATES THERE IS A NOISE IN THE FRONT END WHEN TURNING THE STEERING WHEEL TO EITHER DIRECTION, OR WHEN GOING INTO REVERSE AND TURNING THE STEERING WHEEL. | | | |
| 2611 NORTON,JOSHUA R LIC#: 001157287 | | | |
| C 5.00 | | 675.00 | 675.00 |
| 1 KG9Z*3504*G GEAR ASY - STEERING | 1122.31 | 1122.31 | 1122.31 |
| 2 *W520215*S440 NUT - HEX. | 3.50 | 3.50 | 7.00 |
| 2 *W713478*S439 BOLT | 7.00 | 7.00 | 14.00 |
| PARTS: 1143.31 LABOR: 675.00 OTHER: 0.00 | TOTAL LINE A: | | 1818.31 |
| 55048 DIAG: 1.0HR, STEERING GEAR: 4.0HR, ALIGNMENT: 1.0HR 6.00 NVH DIAGNOSIS FOUND NOISE COMING FROM STEERING GEAR. NOISE IS INTERNAL. STEERING GEAR REQUIRES REPLACEMENT. REPLACED STEERING GEAR, PERFORMED PMI PROCEDURE. PERFORMED ALIGNMENT AFTER REPAIRS. FINAL ROAD TEST VERIFIED NO NOISES PRESENT WHILE TURNING | | | |
| ********** | | | |
| B Check for Open Recalls and No Open Recalls at This Time | | | |
| REC Check for Open Recalls and No Open Recalls at This Time | | | |
| 2611 NORTON,JOSHUA R LIC#: 001157287 | | | |
| IFREE 0.00 | | | (N/C) |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 | TOTAL LINE B: | | 0.00 |
| 55048 Reviewed with the customer the fact that there are currently no open recalls | | | |
| ********** | | | |
| C Multi-Point Inspection | | | |
| 99P Multi-Point Inspection | | | |
| 2611 NORTON,JOSHUA R LIC#: 001157287 | | | |
| IFREE 0.00 | | | (N/C) |

Disclaimer of Warranties: Any warranties on the products sold hereby are those of the manufacturer. LARRY H. MILLER FORD MESA HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and Larry H. Miller Ford Mesa, neither assumes nor authorizes any other person to assume for it any liability in connection with this sale. For a detail of your warranty see your service advisor/consultant or ASM.

SUPPLIES: A token charge not to exceed 8% of the labor charge is included for supplies used on your vehicle. Applicable supply items are: aerosols, solvents, rags, wipes, protective gloves, nuts, bolts, washers, tape, pins, towels, solder, wire, sealers, battery cleaners, lubricant spray and etc.
A HAZARDOUS WASTE DISPOSAL charge will be made for hazardous material removed from your vehicle. Hazardous waste include: Oils, gasoline, antifreeze, freon, tires, batteries, etc.

The Waste Tire Fee is require to be collected by seller of new motor vehicle tires in Arizona. ARS title 44, Chapter 9, Article 8. TIRES SUBJECT TO FEE All new tires sold for on-road vehicles. AMOUNT OF FEE 2% of the retail sales price, not including sales tax, of each tire to a maximum of $2 per tire.

CUSTOMER SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

CUSTOMER COPY

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 16:00 08JUN20 | | 0.00 | MCVD | 08JUN20 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 13:42 01JUN20 | 11:55 08JUN20 | |

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| NBK BRAKES NOT CHECKED | | | |
| 2611 NORTON,JOSHUA R LIC#: 001157287 | | | |
| IFREE 0.00 | | | (N/C) |
| GBATT GOOD BATTERY | | | |
| 2611 NORTON,JOSHUA R LIC#: 001157287 | | | |
| IFREE 0.00 | | | (N/C) |
| GTIRE GOOD TIRES | | | |
| 2611 NORTON,JOSHUA R LIC#: 001157287 | | | |
| IFREE 0.00 | | | (N/C) |

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

55048 WE HAVE PERFORMED A COMPLIMENTARY MULTI-POINT INSPECTION ON YOUR VEHICLE, WE HAVE CHECKED FLUID LEVELS AND TOPPED THEM OFF IF NEEDED. WE HAVE CHECKED YOUR TIRE TREAD DEPTHS, WE HAVE CHECKED YOUR BRAKE LINING MEASUREMENTS WHEN POSSIBLE. THE INSPECTION SHEET WILL BE PROVIDED AND DISCUSSED WITH YOU BY OUR SERVICE STAFF, ANY DEFICIENCIES IN YOUR VEHICLES APPEARANCE OR HEALTH WILL BE ELABORATED UPON. IN THE EVENT OF ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT US FOR CLARIFICATION.

**********

| | | | |
|---|---|---|---|
| D** Wheel Alignment | | | |
| 10 Wheel Alignment | | | |
| 2611 NORTON,JOSHUA R LIC#: 001157287 | | | |
| C 1.00 | 129.95 | | 129.95 |

PARTS: 0.00 LABOR: 129.95 OTHER: 0.00 TOTAL LINE D: 129.95

55048 ROAD TEST VEHICLE FOR VERIFICATION PURPOSES. RAISE VEHICLE ON ALIGNMENT RACK OR POSITION VEHICLE OVER ALIGNMENT RACK PIT AND CHECK UNDERCARRIAGE, STEERING AND SUSPENSION FOR CONDITION AND DAMAGE. CONNECT LASER EYE EQUIPMENT TO FRONT WHEELS AND ENABLE MACHINE. TAKE MEASUREMENTS OF CURRENT CONDITION OF FRONT END TOE, CASTER AND CAMBER. MAKE ADJUSTMENTS TO FRONT TOE, CASTER AND CAMBER WHEN APPLICABLE, CENTER STEERING WHEEL ANGLE. REMOVE VEHICLE AND ROAD TEST FOR COMPLETENESS.

**********

Disclaimer of Warranties: Any warranties on the products sold hereby are those of the manufacturer. LARRY H. MILLER FORD MESA HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and Larry H. Miller Ford Mesa, neither assumes nor authorizes any other person to assume for it any liability in connection with this sale. For a detail of your warranty see your service advisor/consultant or ASM.

SUPPLIES: A token charge not to exceed 8% of the labor charge is included for supplies used on your vehicle. Applicable supply items are: aerosols, solvents, rags, wipes, protective gloves, nuts, bolts, washers, tape, pins, towels, solder, wire, sealers, battery cleaners, lubricant spray and etc.
A HAZARDOUS WASTE DISPOSAL charge will be made for hazardous material removed from your vehicle. Hazardous waste include: Oils, gasoline, antifreeze, freon, tires, batteries, etc.

The Waste Tire Fee is require to be collected by seller of new motor vehicle tires in Arizona. ARS title 44, Chapter 9, Article 8. TIRES SUBJECT TO FEE All new tires sold for on-road vehicles. AMOUNT OF FEE 2% of the retail sales price, not including sales tax, of each tire to a maximum of $2 per tire.

CUSTOMER SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

CUSTOMER COPY

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 01JAN18 DD | | | 16:00 08JUN20 | | 0.00 | MCVD | 08JUN20 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 13:42 01JUN20 | 11:55 08JUN20 | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|

mpp warranty auth#27817931940
$1940.30 fax 913 564 0607

Disclaimer of Warranties: Any warranties on the products sold hereby are those of the manufacturer. LARRY H. MILLER FORD MESA HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and Larry H. Miller Ford Mesa, neither assumes nor authorizes any other person to assume for it any liability in connection with this sale. For a detail of your warranty see your service advisor/consultant or ASM.

SUPPLIES: A token charge not to exceed 8% of the labor charge is included for supplies used on your vehicle. Applicable supply items are: aerosols, solvents, rags, wipes, protective gloves, nuts, bolts, washers, tape, pins, towels, solder, wire, sealers, battery cleaners, lubricant spray and etc.
A HAZARDOUS WASTE DISPOSAL charge will be made for hazardous material removed from your vehicle. Hazardous waste include: Oils, gasoline, antifreeze, freon, tires, batteries, etc.

The Waste Tire Fee is require to be collected by seller of new motor vehicle tires in Arizona. ARS title 44, Chapter 9, Article 8. TIRES SUBJECT TO FEE All new tires sold for on-road vehicles. AMOUNT OF FEE 2% of the retail sales price, not including sales tax, of each tire to a maximum of $2 per tire.

CUSTOMER SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 804.95 |
| PARTS AMOUNT | 1143.31 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 1948.26 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 94.89 |
| **PLEASE PAY THIS AMOUNT** | 2043.15 |

CUSTOMER COPY

[redacted]

## Safety Test Results

Safety Sequence: Passenger car/Motor home/Trucks under 80" width

All Items Passed

**Gas Cap Integrity:** N/A **Safety Items:** PASS

**Overall Result: PASS**

Vehicles that fail the safety test must be repaired and pass a retest before a safety certificate can be issued.

I certify that I have properly performed the emissions test according to state regulations and procedure manuals, and as the undersigned duly appointed inspector, hereby certify that I have physically examined the manufacturer's vehicle identification number of the motor vehicle described above.

Certified Inspector's Signature

2VC185750

MAJ3P1TE6JC185750

[redacted]

| | |
|---|---|
| LESS BALANCE OWED | N/A |
| NET TRADE-IN | N/A |

**DEALER INSTALLED OPTIONS** include:

**REMARKS:**

**DISCLAIMER OF WARRANTIES:** Any Warranties on the products sold hereby are those made by the manufacturer. The Dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

**NOTICE TO CREDIT BUYER**

If this order involves credit, this form shall be deemed an offer by the purchaser to the Dealer to purchase the above described vehicle on credit, on terms described above, and an authorization for the Dealer to secure any and all information from any source to determine the credit worthiness of the purchaser. No contractual relationship is created hereby. Full disclosure required by the Federal Consumer Protection Act will be made prior to consummation of a credit transaction by purchaser's signature to an installment Sale Contract.

**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

In this Arbitration Agreement, "you" refers to the buyer(s) signing below. "We, us and our" refer to the Dealer signing below and anyone to whom the Dealer assigns this Arbitration Agreement.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $1500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is $0 or against a party is in excess of $100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

The parties agree that they will first mediate any dispute involving the purchase of this vehicle pursuant to Chapter 154 of the Texas Civil Practices and Remedies Code and should such mediation be unsuccessful, the parties then agree to binding arbitration under the above-described Arbitration Clause.

| | | |
|---|---|---|
| DOCUMENTARY FEE | | 149.00 |
| STATE INSPECTION FEE | | 7.00 |
| TAX, TAGS AND TITLE FEES | | 1334.50 |
| TOTAL CASH SALES PRICE | | 23328.97 |
| CASH | N/A | |
| REBATE | 3500.00 | |
| NET TRADE-IN | N/A | |
| TOTAL DOWN PAYMENT | 3500.00 | |
| UNPAID BALANCE DRAFT FINANCED | | 19828.97 |
| GAP | | N/A |
| MAINTENANCE | | 399.00 |
| ROAD HAZARD | | N/A |
| EXTENDED SERVICE PLAN | | 2495.00 |
| CREDIT LIFE INSURANCE | | N/A |
| A & H INSURANCE | | N/A |
| PRINCIPAL BALANCE | | 22722.97 |
| TIME PRICE DIFFERENTIAL | | 6368.63 |
| TIME BALANCE | | 29091.60 |
| ANNUAL PERCENTAGE RATE | 8.39 % | |

Lien Holder TD AUTO FINANCE LLC App. By

PO BOX 675

WILMINGTON OH 45177-0675

Draft Thru

First Payment Date 04/28/2019

***The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.**

**AS THE BUYER OF THE ABOVE DESCRIBED VEHICLE, I UNDERSTAND AND AGREE THAT THE SELLER MAY MAKE A PROFIT ON THE SALE OF THE VEHICLE, ANY ADD-ON EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICE SOLD BY THE SELLER.**

[redacted]

C SV



4/1/2020

WEBER Motor COMPANY

SERVICE ORDER

[redacted]

Crystal
866-631-3788
EXT 79089

Rocmel EXT 79446
10 days Approved Starting 2/24
3/20

| R/O | DATE | MILES | TECH TYPE | DESCRIPTION |
|---|---|---|---|---|

TALKED TO CUSTOMER ON 2-25-20 11:51 AM

**ESTIMATE**
BY LAW YOU HAVE THE RIGHT TO AN ESTIMATE OF THE EXPECTED COST OF REPAIRS OR SERVICES.

INITIAL YOUR CHOICE
_____ WRITTEN ESTIMATE
_____ ORAL ESTIMATE
_____ NO ESTIMATE

Original Estimate
$ _____
CUSTOMER ACCEPTANCE

Authorized Additions
$ _____
Date _____
Time _____
By _____

All parts are new or factory rebuilt unless specified otherwise. Replaced parts will be returned unless specified otherwise. Parts replaced under the manufacturers warranty are retained by the dealer for inspection by the manufacturer.

☐ DISCARD

**DISCLAIMER OF WARRANTIES**
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. The product is sold by the seller "As Is" and the entire risk as to quality and performance of the product is with the buyer and/or manufacturer. If the product proves to be defective after purchase, the buyer and/or manufacturer, not the seller, shall assume the entire cost of all necessary remedies.

**NOTICE PURSUANT TO § 70.001, TEXAS PROPERTY CODE**
I am the person or agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair agreement. I understand that the vehicle is subject to repossession in accordance with § 9.609, Texas Business and Commerce Code. If payment for the repair of the vehicle by a check, money order or credit card is stopped, dishonored because of insufficient funds, no funds or because the maker or drawer of the order or the credit card holder has no account or the account upon which it is drawn or the credit card account has been closed.

X

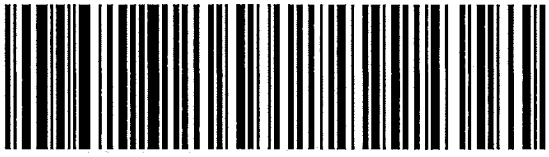
[redacted]



421405-122-96-PRI
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach, FL 33160

PRESORTED
FIRST-CLASS MAIL
POSTAGE AND FEES PAID
C2M LLC
22202

**USPS CERTIFIED MAIL™**



**9214 8901 3247 3400 1344 1619 73**

1**********SNGLP 480

**SIGNATURE REQUIRED PER DMM 3.1.1**

Ford Motor Company
PO Box 6248
Dearborn, MI 48121-6248



FORD MOTOR COMPANY

FEB 9 2021

OFFICE OF THE GENERAL COUNSEL

# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
9663 Santa Monica Blvd
Suite #176
Beverly Hills, CA 90210

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com


January 28, 2021

Ford Motor Company
P.O. Box 6248
[redacted]

[redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests [redacted] relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Kathryn Abrams
Of Counsel Attorney for Plaintiff

CC: Sunland Ford, 15330 Palmdale Rd, Victorville, CA 92392

MFS Legal Inc.

5318 East 2nd Street No. 490
Long Beach, CA 90803
Tel: (562) 307-8055
Fax: (562) 265-1112

April 28, 2022

FORD MOTOR COMPANY
Ford Motor Company Product Claims Departement

[redacted]

Our office has been retained by [redacted] to be represented in an action regarding the vehicle noted above, that was manufactu MPANY and acquired in California.

This vehicle has suffered from and continues to suffer from nonconformities that substantially impair the vehicle's use, value and safety. FORD MOTOR COMPANY, through its authorized repair facilities, has failed to repair these nonconformities within a reasonable number of repair attempts.

Accordingly, pursuant to California law, FORD MOTOR COMPANY is required to repurchase this vehicle. Failure by FORD MOTOR COMPANY to do so, will expose FORD MOTOR COMPANY to the imposition of a civil penalty.

Pursuant to California law, you have a legal duty to preserve all evidence related to this incident for litigation and any misplacement, destruction, concealment, or fraudulent manufacturing of such evidence will expose you personally to additional liability and court sanctions. Specifically, you have a responsibility to preserve the following:

1) Any and all records, policies and procedures in effect on or before the date of the incident regarding maintenance of the above-mentioned vehicle;
2) Any and all policies and procedures regarding similar incidents on or prior to the date of incident promulgated by you;
3) Any and all records of subsequent remedial measures taken by you documenting all repairs, changes, and/or maintenance performed at the above vehicle.

Please confirm within thirty (30) days of receipt of this letter that you will repurchase the vehicle. If we do not hear from you, we will commence litigation and the attorney's fees will increase significantly. If you wish to discuss this further, please do not hesitate to contact us. We will be sending a follow up demand to settle our client's claim for damages and attorneys fees.

[redacted]

Long Beach CA 90803
p: 562 469 5597 f: 562 265-1112
e: office@calemonlawteam.com

101752

[redacted]

E

#1

9/10 127P SPOKE TO DANNY GAVE UPDATE, ADV THAT VEH IS NEXT IN TO BE LOOKED AT, WILL CALL AS SOON AS I HAVE UPDATE.....SP
9/01 421P SPOKE TO DANNY GAVE UPDATE, ADV THAT TECH HAS CHECKED DOOR CONCERN, WILL NEED TO CONTACT WTY CO FOR AUTH & ORDER PARTS IF APPROVED, SENDING FOR SVC, ADV SHUTTLE DRIVER TO PICK UP.....SP
APPT 9/16 (NO SHOW)
Caused by
10/9 RETURNED, ADDED ADDL CONCERN FOR CK ENGINE LIGHT, FRANK AUTH 5 DAY RENTAL, WILL CALL TOMORROW W/UPDATE....SP 10/10 CUST CALLED IN SPOKE TO DEBBIE, ADDED CONCERN FOR TRANS, WILL CALL MONDAY WITH UPDATE....SP
10/14 923A 903 SPOKE TO DANNY GAVE UPDATE, ADV THAT TRANS HAS NOT BEEN LOOKED AT YET
10/16 1225P SPOKE TO DANNY ADV VEH IS 3RD IN LINE
Caused by
DIAG, WILL BE NEXT WEEK TUE/WEDS...SP
10/21 CUST CALLED IN ADV TRANS HAS NOT BEEN LOOKED AT YET, STILL TUE/WEDS, WILL CALL AS SOON AS I HAVE DIAG....SP
10/22 128P SPOKE TO MR SHEPPARD VEH WILL BE

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 RE RN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

© 2016 DEALERTRACK

Caused by
NEEDS TO GO TO LINE DEPT, WILL CALL WHEN I HAVE
ETA ON TEAR DOWN...SP
11/5 CUST CAME BY ADV TECH WILL TRY TO START ON
TEAR DOWN NEXT WEEK, WILL CALL MON W/UPDATE....SP
11/13 517P SPOKE TO MR SHEPPARD, VEH NEXT IN FOR
TEAR DOWN, WILL CALL FRI W/PROGRESS UPDATE...SP
12/16 227P SPOKE TO MR SHEPPARD, VEH TORN DOWN
NEEDS SHORT BLOCK, PART TO BE ORDERED, WILL CALL
WHEN SHORT BLOCK COMES IN WITH ETA TO COMPLETE
Caused by
1/7 933A MAILBOX IS FULL
NEED CUSTOMER TO BRING IN LOANER & PICK UP
ANOTHER ONE....SP
1/17 422P SPOKE TO MR SHEPARD GAVE UPDATE, ADV
TECH IS WORKING ON ENGINE, WILL CALL WHEN
DONE....SP
1/20 310P CUST CAME BY, ADV ETA WEDS/THURS, WILL
CALL W/DONE....SP
1/29 1045A VOICE MAIL BOX FULL, NEED TO MAKE SURE
Caused by
MILEAGE ON LOANER IS NOT OVER 5000....SP 2/3 921A
SPOKE TO MR SHEPARD, ADVISED THAT
LOANER CANNOT GO OVER 5000 MILES....SP
3/11 305P SPOKE TO MR SHEPPARD VEH IS READY FOR

*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

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

3/13 350P L/M VOICE MAIL, CUST NEEDS TO GET
LOANER BACK ASAP....SP
Caused by
3/11 305P SPOKE TO MR SHEPPARD VEH IS READY FOR
PICK UP.....SP
3/13 830A L/M V/M LOANER NEEDS TO BE RETURNED
TODAY.....SP
3/13 350P L/M VOICE MAIL, CUST NEEDS TO GET
LOANER BACK ASAP....SP
3/16 418P MAIL BOX IS FULL....SP
3/17 529P SPOKE TO MR SHEPPARD IS IN VEGAS WILL
BE BACK MONDAY, ADV LOANER NEEDS TO BE BACK NO
Tech: HOUSE TECH(996)
Caused by
NO LATER THAN TUES 3/24....SP
3/25 240P LOANER STILL NOT RETURNED, TRIED TO
CONTACT CUST VOICE MAIL BOX IS FULL.....SP 3/30
SPOKE TO MR SHEPPARD, WILL RETURN LOANER
ON TUESDAY...SP
4/2 1155A MAIL BOX IS FULL.....SP
4/3 1152A MAIL BOX IS FULL.....SP
4/6 139P SPOKE TO MR SHEPPARD NEEDS TIRE WILL
RETURN CAR TOMORROW....SP
Tech: HOUSE TECH(996)
Sub Total: Labor: .00 Parts: .00 Total: .00

---

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

CLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by manufacturer. The seller hereby expressly disclaims all warranties either express or implied, ing any implied warranty of merchantability or fitness for a particular purpose, and the seller assumes nor authorizes any other person to assume for it any liability in connection with the said products. Any limitation contained herein does not apply where prohibited by law.

RN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

Work performed by 172082 : 3955 ()

Work performed by 172082 : 3955 ()

Labor:
Parts:

Warranty
Warranty
Warranty

#3 - MR 01FOZQS: QUICK SERVICE

C/S PASS REAR DOOR WILL NOT OPEN FROM THE OUTSIDE

Caused by

VERIFIED CUSTOMER CONCERN, UPON INSPECTION FOUND RR EXTERIOR INSIDE LATCH ASSEMBLY BROKEN, RECOMMEND NEW ONE

Tech: JOSE ARELLANO(961)

Installed GN1Z 5826684 A :REINFORCEMENT 1@36.33 36.33

Sub Total: Labor: 278.00 Parts: 36.33 Total: 314.33 278.00

UPON APPROVAL REPLACED RR EXTERIOR INSIDE LATCH ASSEMBLY AND RETEST, VEHICLE DOORS ARE OPERATING NORMALLY AT THIS TIME

#4 - MR 01FOZWRKS: THE WORKS GAS ENGINE

Caused by

REFER TO JOB #5

Tech: HOUSE TECH(996)

Sub Total: Labor: .00 Parts: .00 Total: .00

#5 - MR 01FOZTU: TUNE

C/S CK ENGINE LIGHT ON

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

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

| | | |
|---|---|---|
| VERIFIED CONCERN PERFORMED EEC TEST FOUND P0301 | | |
| FOUND COOLANT BOTTLE EMPTY ADD COOLANT PERFORMED | | |
| COOLANT PRESSURE TEST REMOVE SPARK PLUGS FOUND | | |
| COOLANT ON SPARK PLUG PERFORMED INSPECTION WITH | | |
| BORE SCOPE FOUND COOLANT IN CYLINDER 1 REC TO | | |
| REMOVE CYL HEAD FOR INSPECTION CUST APPROVE PER | | |
| WSM 303-01 PERFORMED STEPS 1-13 DRAIN COOLANT | | |
| REMOVE TURBO, REMOVE INTAKE MANIFOLD SUPPORT | | |
| Corrected by 12650D: (E29) (42) | | |
| Tech: JORGE NUNEZ(468) | | |
| Corrected by MT8004D: | | Warranty |
| Tech: JORGE NUNEZ(468) | | Warranty |
| Corrected by MT6007A: | | Warranty |
| Tech: JORGE NUNEZ(468) | | Warranty |
| Corrected by MT6007A1: | | Warranty |
| Tech: JORGE NUNEZ(468) | | Warranty |
| Corrected by 6007E: | | Warranty |
| Tech: JORGE NUNEZ(468) | | Warranty |
| Corrected by MT6007E1: | | Warranty |
| Tech: JORGE NUNEZ(468) | | Warranty |
| Corrected by MT6007AXQ: | | Warranty |
| Tech: JORGE NUNEZ(468) | | Warranty |
| Installed D9AZ-19579-RD :DYE | | Warranty |
| Installed G1FZ 6009 A :CYLINDER ASY - SHORT BLOCK | Qty: 1 | Warranty |
| | Qty: 1 | Warranty |

*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

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

| | | | | |
|---|---|---|---|---|
| Installed | F1FZ 9N454 G | :HEAT SHIELD | Qty: 1 | Warranty |
| Installed | W715309 S300 | :STUD | Qty: 1 | Warranty |
| Installed | W716271 S437 | :NUT | Qty: 4 | Warranty |
| Installed | 4R8Z 6N652 A | :GASKET | Qty: 4 | Warranty |
| Installed | CM5Z 6700 B | :SEAL ASY - CRANKSHAFT OIL - | Qty: 1 | Warranty |
| Installed | CM5Z 6A345 A | :BOLT - HEX.HEAD | Qty: 1 | Warranty |
| Installed | CM5Z 6584 B | :GASKET | Qty: 1 | Warranty |
| Installed | AA5Z 9E583 A | :SEAL | Qty: 1 | Warranty |
| Installed | CM5Z 8255 A | :GASKET | Qty: 1 | Warranty |
| Installed | W715775 S300 | :RING | Qty: 4 | Warranty |
| Installed | W715776 S300 | :RING | Qty: 1 | Warranty |
| Installed | FL 910S | :KIT - ELEMENT & GASKET - OIL F | Qty: 1 | Warranty |
| Installed | TA 357 | :SEALANT - SILICONE | Qty: 1 | Warranty |
| Installed | W716271 S437 | :NUT | Qty: 8 | Warranty |
| Installed | BM5Z 2A572 A | :GASKET - VACUUM PUMP | Qty: 1 | Warranty |
| Installed | SP 538 A | :SPARK PLUG | Qty: 3 | Warranty |
| Installed | TA 16 | :ADHESIVE | Qty: 1 | Warranty |
| Installed | CM5Z 8575 D | :THERMOSTAT ASY | Qty: 1 | Warranty |
| Installed | CM5Z 9450 A | :GASKET | Qty: 1 | Warranty |
| Installed | VC 13 G | :ANTI-FREEZE | Qty: 1 | Warranty |
| Installed | W713610 S300 | :PIN - TRIM | Qty: 4 | Warranty |

ENGINE REMOVE CYLINDER HEAD CHECK FOR WITH
STRAIGHT FOR WARPAGE ON CYL HEAD PASS NO CONCERN
CHECK ENGINE BLOCK FOUND EXCESSIVE RUST ON CYL #1
AND BURNT SPOTS ON CYL #1 WALL REC SHORT BLOCK

ERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair ork hereinafter to be done along with the necessary material and agree that you are not sponsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any er cause beyond your control or for any delays caused by unavailability of parts or delays in ts shipments by the supplier or transporter. I hereby grant you or your employees permission to rate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure mount of repairs thereto."

LAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by anufacturer. The seller hereby expressly disclaims all warranties either express or implied, ng any implied warranty of merchantability or fitness for a particular purpose, and the seller assumes nor authorizes any other person to assume for it any liability in connection with the 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 | |

RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

LERTRACK TECHNOLOGIES - Dealership Application Group

[redacted]

PER WSM 303-01 SHORT BLOCK ENGINE ASSEMBLY
40-156,TRANSFER CYL HEAD, WATER PUMP, AC
COMPRESSOR, INTAKE MANIFOLD, VALVE COVER AND
PRIOR OF TURBO REMOVAL BOLTS BROKEN IN TURBO
UNABLE TO EXTRACT STUD NECESSARY TO REPLACE TURBO
TRANSFER TURBO,ALL PULLEYS,ETC  RESTALL ENGINE
REASSEMBLE ENGINE ADD OIL AND FILTER ADD COOLANT
REMOVE PERFORMED COOLANT SERVICE BLEED CLEAR
CMDTC  Misfire Monitor Profile Correction ROAD
TEST VEHICLE RUNNING ROUGH FOUND COOLANT IN CYL
CONTACT HOT LINE 117064545 SEE JOB #13 FOR
REPAIRS

---

#6 -  MR 01FOZ01: TRANSMISSION

*Sub Total:  Labor: .00  Parts: .00  Total: .00*

*C/S TRANS SKIPS / JUMPS*
*....APPT WAS FOR 10/16*
*ENGINE RAN ROUGH WHEN STARTED, PUT IN GEAR AND VEHCILE WAS SURGING. ENGINE LIGHT ON. TEST EEC SYSTEM; TUNE CODES IN MEMORY. NO TRANSMISSION CODES.*

---

#7 *  MR 01FOZTIREP: CHECK TIRE PRESSURE

Sub Total:  Labor: .00  Parts: .00  Total: .00

---

#8 *  MR 01FOZQ99P: VEHICLE REPORT CARD

*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 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.*

**RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

| | | |
|---|---|---|
| Installed CM5Z 8255 A :GASKET | Qty: 1 | Warranty |
| Installed W715775 S300 :RING | Qty: 1 | Warranty |
| Installed OSP :ALLOWANCE/FRIEGHT | Qty: 1 | Warranty |
| Installed CM5Z 8575 D :THERMOSTAT ASY | Qty: 1 | Warranty |
| Installed SP 538 A :SPARK PLUG | Qty: 3 | Warranty |
| Installed GN1Z 8260 W :HOSE - RADIATOR | Qty: 1 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty |

PER WSM 303-1A ENGINE REMOVAL PERFORMED STEPS 1-35 Release the fuel system pressure. Drain the cooling system REMOVE HOOD AND COWL REMOVE DRIVE BELT Disconnect the vacuum pump inlet tube coupling. REMOVE AIR CLEANER DUCT remove the CAC outlet pipe. REMOVE COOLANT HOSES AND COOLANT BOTTLE remove the CAC inlet pipe REMOVE BATTERY AND Catalytic Converter,Starter Motor Remove the retainers and position the wiring harness aside. Remove the bolts and support the A/C compressor. DRAIN OIL AND FILTER REMOVE ENGINE PER WSM 303-01A LONG BLOCK ASSEMBLE TRANSFER oil cooler oil pump control solenoid. intake manifold CMP sensors coil-on-plugs TURBO high pressure fuel pump. ETC INSTALL ENGINE REASSEMBLE ENGINE ADD COOLANT CLEAR KAM PERFORMED Misfire Monitor Profile Correction routine ROAD TEST VEHICLE NO CONCER AT THIS TIME
MILES OUT 47065

---

* MR 01FOZHL: HEAVY LINE
AFTER ENGINE INSTALL & ROAD TEST, FOUND COOLANT

AMOUNT

CTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair er to be done along with the necessary material and agree that you are not loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any yond your control or for any delays caused by unavailability of parts or delays in by the supplier or transporter. I hereby grant you or your employees permission to cle herein described on streets, highways, or elsewhere for the purpose of testing An express mechanic's lien is hereby acknowledged on above vehicle to secure airs thereto."

WARRANTIES. Any warranties on the products sold hereby are those made by The seller hereby expressly disclaims all warranties either express or implied, d warranty of merchantability or fitness for a particular purpose, and the seller authorizes any other person to assume for it any liability in connection with the Any limitation contained herein does not apply where prohibited by law.

ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

[redacted]

| | | |
|---|---|---|
| Installed OSP :ALLOWANCE/FRIEGHT | Qty: 1 | Warranty |
| Installed CM5Z 8575 D :THERMOSTAT ASY | Qty: 1 | Warranty |
| Installed SP 538 A :SPARK PLUG | Qty: 1 | Warranty |
| Installed GN1Z 8260 W :HOSE - RADIATOR | Qty: 3 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty |
| PER WSM 303-1A ENGINE REMOVAL PERFORMED STEPS 1-35 Release the fuel system pressure. Drain the cooling system REMOVE HOOD AND COWL REMOVE DRIVE BELT Disconnect the vacuum pump inlet tube coupling. REMOVE AIR CLEANER DUCT remove the CAC outlet pipe. REMOVE COOLANT HOSES AND COOLANT BOTTLE remove the CAC inlet pipe REMOVE BATTERY AND Catalytic Converter,Starter Motor Remove the retainers and position the wiring harness aside. Remove the bolts and support the A/C compressor. DRAIN OIL AND FILTER REMOVE ENGINE PER WSM 303-01A LONG BLOCK ASSEMBLE TRANSFER oil cooler oil pump control solenoid. intake manifold CMP sensors coil-on-plugs TURBO high pressure fuel pump. ETC INSTALL ENGINE REASSEMBLE ENGINE ADD COOLANT CLEAR KAM PERFORMED Misfire Monitor Profile Correction routine ROAD TEST VEHICLE NO CONCER AT THIS TIME MILES OUT 47065 | Qty: 1 | Warranty |
| * MR 01FOZHL: HEAVY LINE AFTER ENGINE INSTALL & ROAD TEST, FOUND COOLANT | | |

*TLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair r to be done along with the necessary material and agree that you are not oss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any ond your control or for any delays caused by unavailability of parts or delays in y the supplier or transporter. I hereby grant you or your employees permission to e herein described on streets, highways, or elsewhere for the purpose of testing An express mechanic's lien is hereby acknowledged on above vehicle to secure rs thereto."*

*ARRANTIES. Any warranties on the products sold hereby are those made by he seller hereby expressly disclaims all warranties either express or implied, warranty of merchantability or fitness for a particular purpose, and the seller authorizes any other person to assume for it any liability in connection with the Any limitation contained herein does not apply where prohibited by law.*

**ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

*GIES - Dealership Application Group*

| | | |
|---|---|---|
| Installed CM5Z 8575 D :THERMOSTAT ASY | Qty: 1 | Warranty |
| Installed SP 538 A :SPARK PLUG | Qty: 1 | Warranty |
| Installed GN1Z 8260 W :HOSE - RADIATOR | Qty: 3 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty |
| PER WSM 303-1A ENGINE REMOVAL PERFORMED STEPS | Qty: 1 | Warranty |

1-35 Release the fuel system pressure. Drain the cooling system REMOVE HOOD AND COWL REMOVE DRIVE BELT Disconnect the vacuum pump inlet tube coupling. REMOVE AIR CLEANER DUCT remove the CAC outlet pipe. REMOVE COOLANT HOSES AND COOLANT BOTTLE remove the CAC inlet pipe REMOVE BATTERY AND Catalytic Converter,Starter Motor Remove the retainers and position the wiring harness aside. Remove the bolts and support the A/C compressor. DRAIN OIL AND FILTER REMOVE ENGINE PER WSM 303-01A LONG BLOCK ASSEMBLE TRANSFER oil cooler oil pump control solenoid. intake manifold CMP sensors coil-on-plugs TURBO high pressure fuel pump. ETC INSTALL ENGINE REASSEMBLE ENGINE ADD COOLANT CLEAR KAM PERFORMED Misfire Monitor Profile Correction routine ROAD TEST VEHICLE NO CONCER AT THIS TIME
MILES OUT 47065

---

* MR 01FOZHL: HEAVY LINE
AFTER ENGINE INSTALL & ROAD TEST, FOUND COOLANT

TLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair r to be done along with the necessary material and agree that you are not oss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any ond your control or for any delays caused by unavailability of parts or delays in y the supplier or transporter. I hereby grant you or your employees permission to le herein described on streets, highways, or elsewhere for the purpose of testing An express mechanic's lien is hereby acknowledged on above vehicle to secure irs thereto."

ARRANTIES. Any warranties on the products sold hereby are those made by he seller hereby expressly disclaims all warranties either express or implied, warranty of merchantability or fitness for a particular purpose, and the seller authorizes any other person to assume for it any liability in connection with the Any limitation contained herein does not apply where prohibited by law.

ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

| | | AMOUNT |
|---|---|---|
| Installed CM5Z 8255 A :GASKET | Qty: 1 | Warranty |
| Installed W715775 S300 :RING | Qty: 1 | Warranty |
| Installed OSP :ALLOWANCE/FRIEGHT | Qty: 1 | Warranty |
| Installed CM5Z 8575 D :THERMOSTAT ASY | Qty: 1 | Warranty |
| Installed SP 538 A :SPARK PLUG | Qty: 3 | Warranty |
| Installed GN1Z 8260 W :HOSE - RADIATOR | Qty: 1 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty |

PER WSM 303-1A ENGINE REMOVAL PERFORMED STEPS 1-35 Release the fuel system pressure. Drain the cooling system REMOVE HOOD AND COWL REMOVE DRIVE BELT Disconnect the vacuum pump inlet tube coupling. REMOVE AIR CLEANER DUCT remove the CAC outlet pipe. REMOVE COOLANT HOSES AND COOLANT BOTTLE remove the CAC inlet pipe REMOVE BATTERY AND Catalytic Converter,Starter Motor Remove the retainers and position the wiring harness aside. Remove the bolts and support the A/C compressor. DRAIN OIL AND FILTER REMOVE ENGINE PER WSM 303-01A LONG BLOCK ASSEMBLE TRANSFER oil cooler oil pump control solenoid. intake manifold CMP sensors coil-on-plugs TURBO high pressure fuel pump. ETC INSTALL ENGINE REASSEMBLE ENGINE ADD COOLANT CLEAR KAM PERFORMED Misfire Monitor Profile Correction routine ROAD TEST VEHICLE NO CONCER AT THIS TIME
MILES OUT 47065

---

* MR 01FOZHL: HEAVY LINE
AFTER ENGINE INSTALL & ROAD TEST, FOUND COOLANT

CTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair er to be done along with the necessary material and agree that you are not loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any yond your control or for any delays caused by unavailability of parts or delays in by the supplier or transporter. I hereby grant you or your employees permission to cle herein described on streets, highways, or elsewhere for the purpose of testing . An express mechanic's lien is hereby acknowledged on above vehicle to secure airs thereto."

WARRANTIES. Any warranties on the products sold hereby are those made by The seller hereby expressly disclaims all warranties either express or implied, d warranty of merchantability or fitness for a particular purpose, and the seller authorizes any other person to assume for it any liability in connection with the Any limitation contained herein does not apply where prohibited by law.

ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

OGIES - Dealership Application Group

cooling system REMOVE HOOD AND COWL REMOVE DRIVE
BELT Disconnect the vacuum pump inlet tube
coupling. REMOVE AIR CLEANER DUCT remove the CAC
outlet pipe. REMOVE COOLANT HOSES AND COOLANT
BOTTLE remove the CAC inlet pipe REMOVE BATTERY
AND Catalytic Converter,Starter Motor Remove the
retainers and position the wiring harness aside.
Remove the bolts and support the A/C compressor.
DRAIN OIL AND FILTER REMOVE ENGINE PER WSM
303-01A LONG BLOCK ASSEMBLE TRANSFER oil cooler
oil pump control solenoid. intake manifold CMP
sensors coil-on-plugs TURBO high pressure fuel
pump. ETC INSTALL ENGINE REASSEMBLE ENGINE ADD
COOLANT CLEAR KAM PERFORMED Misfire Monitor
Profile Correction routine ROAD TEST VEHICLE NO
CONCER AT THIS TIME
MILES OUT 47065

---

3 * MR 01FOZHL: HEAVY LINE
AFTER ENGINE INSTALL & ROAD TEST, FOUND COOLANT

STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair inafter to be done along with the necessary material and agree that you are not for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any e beyond your control or for any delays caused by unavailability of parts or delays in ents by the supplier or transporter. I hereby grant you or your employees permission to vehicle herein described on streets, highways, or elsewhere for the purpose of testing ction. An express mechanic's lien is hereby acknowledged on above vehicle to secure f repairs thereto."

OF WARRANTIES. Any warranties on the products sold hereby are those made by er. The seller hereby expressly disclaims all warranties either express or implied, nplied warranty of merchantability or fitness for a particular purpose, and the seller nor authorizes any other person to assume for it any liability in connection with the ucts. Any limitation contained herein does not apply where prohibited by law.

ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

HNOLOGIES - Dealership Application Group

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

| | | | |
|---|---|---|---|
| Installed OSP :ALLOWANCE/FRIEGHT | | Qty: 1 | Warranty |
| Installed CM5Z 8575 D :THERMOSTAT ASY | | Qty: 1 | Warranty |
| Installed SP 538 A :SPARK PLUG | | Qty: 1 | Warranty |
| Installed GN1Z 8260 W :HOSE - RADIATOR | | Qty: 3 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | | Qty: 1 | Warranty |
| PER WSM 303-1A ENGINE REMOVAL PERFORMED STEPS 1-35 Release the fuel system pressure. Drain the cooling system REMOVE HOOD AND COWL REMOVE DRIVE BELT Disconnect the vacuum pump inlet tube coupling. REMOVE AIR CLEANER DUCT remove the CAC outlet pipe. REMOVE COOLANT HOSES AND COOLANT BOTTLE remove the CAC inlet pipe REMOVE BATTERY AND Catalytic Converter,Starter Motor Remove the retainers and position the wiring harness aside. Remove the bolts and support the A/C compressor. DRAIN OIL AND FILTER REMOVE ENGINE PER WSM 303-01A LONG BLOCK ASSEMBLE TRANSFER oil cooler oil pump control solenoid. intake manifold CMP sensors coil-on-plugs TURBO high pressure fuel pump. ETC INSTALL ENGINE REASSEMBLE ENGINE ADD COOLANT CLEAR KAM PERFORMED Misfire Monitor Profile Correction routine ROAD TEST VEHICLE NO CONCER AT THIS TIME MILES OUT 47065 | | Qty: 1 | Warranty |
| 3 * MR 01FOZHL: HEAVY LINE AFTER ENGINE INSTALL & ROAD TEST, FOUND COOLANT | | | |

STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair inafter to be done along with the necessary material and agree that you are not e for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any e beyond your control or for any delays caused by unavailability of parts or delays in ents by the supplier or transporter. I hereby grant you or your employees permission to vehicle herein described on streets, highways, or elsewhere for the purpose of testing ction. An express mechanic's lien is hereby acknowledged on above vehicle to secure f repairs thereto."

OF WARRANTIES. Any warranties on the products sold hereby are those made by er. The seller hereby expressly disclaims all warranties either express or implied, nplied warranty of merchantability or fitness for a particular purpose, and the seller nor authorizes any other person to assume for it any liability in connection with the ucts. Any limitation contained herein does not apply where prohibited by law.

ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

HNOLOGIES - Dealership Application Group

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

| | | AMOUNT |
|---|---|---|
| Installed CM5Z 8255 A :GASKET | Qty: 1 | Warranty |
| Installed W715775 S300 :RING | Qty: 1 | Warranty |
| Installed OSP :ALLOWANCE/FRIEGHT | Qty: 1 | Warranty |
| Installed CM5Z 8575 D :THERMOSTAT ASY | Qty: 1 | Warranty |
| Installed SP 538 A :SPARK PLUG | Qty: 3 | Warranty |
| Installed GN1Z 8260 W :HOSE - RADIATOR | Qty: 1 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty |

PER WSM 303-1A ENGINE REMOVAL PERFORMED STEPS 1-35 Release the fuel system pressure. Drain the cooling system REMOVE HOOD AND COWL REMOVE DRIVE BELT Disconnect the vacuum pump inlet tube coupling. REMOVE AIR CLEANER DUCT remove the CAC outlet pipe. REMOVE COOLANT HOSES AND COOLANT BOTTLE remove the CAC inlet pipe REMOVE BATTERY AND Catalytic Converter,Starter Motor Remove the retainers and position the wiring harness aside. Remove the bolts and support the A/C compressor. DRAIN OIL AND FILTER REMOVE ENGINE PER WSM 303-01A LONG BLOCK ASSEMBLE TRANSFER oil cooler oil pump control solenoid. intake manifold CMP sensors coil-on-plugs TURBO high pressure fuel pump. ETC INSTALL ENGINE REASSEMBLE ENGINE ADD COOLANT CLEAR KAM PERFORMED Misfire Monitor Profile Correction routine ROAD TEST VEHICLE NO CONCER AT THIS TIME
MILES OUT 47065

---

3 * MR 01FOZHL: HEAVY LINE
AFTER ENGINE INSTALL & ROAD TEST, FOUND COOLANT

STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair inafter to be done along with the necessary material and agree that you are not for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any beyond your control or for any delays caused by unavailability of parts or delays in ents by the supplier or transporter. I hereby grant you or your employees permission to vehicle herein described on streets, highways, or elsewhere for the purpose of testing ction. An express mechanic's lien is hereby acknowledged on above vehicle to secure repairs thereto."

OF WARRANTIES. Any warranties on the products sold hereby are those made by er. The seller hereby expressly disclaims all warranties either express or implied, plied warranty of merchantability or fitness for a particular purpose, and the seller nor authorizes any other person to assume for it any liability in connection with the cts. Any limitation contained herein does not apply where prohibited by law.

ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |



PE23-015 001739 LC SV

| | | | |
|---|---|---|---|
| Installed W715775 S300 :RING | Qty: 1 | Warranty | |
| Installed OSP :ALLOWANCE/FRIEGHT | Qty: 1 | Warranty | |
| Installed CM5Z 8575 D :THERMOSTAT ASY | Qty: 1 | Warranty | |
| Installed SP 538 A :SPARK PLUG | Qty: 1 | Warranty | |
| Installed GN1Z 8260 W :HOSE - RADIATOR | Qty: 3 | Warranty | |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty | |
| PER WSM 303-1A ENGINE REMOVAL PERFORMED STEPS 1-35 Release the fuel system pressure. Drain the cooling system REMOVE HOOD AND COWL REMOVE DRIVE BELT Disconnect the vacuum pump inlet tube coupling. REMOVE AIR CLEANER DUCT remove the CAC outlet pipe. REMOVE COOLANT HOSES AND COOLANT BOTTLE remove the CAC inlet pipe REMOVE BATTERY AND Catalytic Converter,Starter Motor Remove the retainers and position the wiring harness aside. Remove the bolts and support the A/C compressor. DRAIN OIL AND FILTER REMOVE ENGINE PER WSM 303-01A LONG BLOCK ASSEMBLE TRANSFER oil cooler oil pump control solenoid. intake manifold CMP sensors coil-on-plugs TURBO high pressure fuel pump. ETC INSTALL ENGINE REASSEMBLE ENGINE ADD COOLANT CLEAR KAM PERFORMED Misfire Monitor Profile Correction routine ROAD TEST VEHICLE NO CONCER AT THIS TIME MILES OUT 47065 | Qty: 1 | Warranty | |

3 * MR 01FOZHL: HEAVY LINE
AFTER ENGINE INSTALL & ROAD TEST, FOUND COOLANT

STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair inafter to be done along with the necessary material and agree that you are not for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any beyond your control or for any delays caused by unavailability of parts or delays in ents by the supplier or transporter. I hereby grant you or your employees permission to vehicle herein described on streets, highways, or elsewhere for the purpose of testing tion. An express mechanic's lien is hereby acknowledged on above vehicle to secure repairs thereto."

OF WARRANTIES. Any warranties on the products sold hereby are those made by er. The seller hereby expressly disclaims all warranties either express or implied, plied warranty of merchantability or fitness for a particular purpose, and the seller nor authorizes any other person to assume for it any liability in connection with the cts. Any limitation contained herein does not apply where prohibited by law.

ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

NOLOGIES - Dealership Application Group

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

| | | | |
|---|---|---|---|
| Installed CM5Z 8575 D :THERMOSTAT ASY | | Qty: 1 | Warranty |
| Installed SP 538 A :SPARK PLUG | | Qty: 1 | Warranty |
| Installed GN1Z 8260 W :HOSE - RADIATOR | | Qty: 3 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | | Qty: 1 | Warranty |
| PER WSM 303-1A ENGINE REMOVAL PERFORMED STEPS 1-35 Release the fuel system pressure. Drain the cooling system REMOVE HOOD AND COWL REMOVE DRIVE BELT Disconnect the vacuum pump inlet tube coupling. REMOVE AIR CLEANER DUCT remove the CAC outlet pipe. REMOVE COOLANT HOSES AND COOLANT BOTTLE remove the CAC inlet pipe REMOVE BATTERY AND Catalytic Converter,Starter Motor Remove the retainers and position the wiring harness aside. Remove the bolts and support the A/C compressor. DRAIN OIL AND FILTER REMOVE ENGINE PER WSM 303-01A LONG BLOCK ASSEMBLE TRANSFER oil cooler oil pump control solenoid. intake manifold CMP sensors coil-on-plugs TURBO high pressure fuel pump. ETC INSTALL ENGINE REASSEMBLE ENGINE ADD COOLANT CLEAR KAM PERFORMED Misfire Monitor Profile Correction routine ROAD TEST VEHICLE NO CONCER AT THIS TIME MILES OUT 47065 | | Qty: 1 | Warranty |
| 3 * MR 01FOZHL: HEAVY LINE AFTER ENGINE INSTALL & ROAD TEST, FOUND COOLANT | | | |

STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair einafter to be done along with the necessary material and agree that you are not e for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any e beyond your control or for any delays caused by unavailability of parts or delays in ents by the supplier or transporter. I hereby grant you or your employees permission to vehicle herein described on streets, highways, or elsewhere for the purpose of testing ction. An express mechanic's lien is hereby acknowledged on above vehicle to secure f repairs thereto."

OF WARRANTIES. Any warranties on the products sold hereby are those made by rer. The seller hereby expressly disclaims all warranties either express or implied, mplied warranty of merchantability or fitness for a particular purpose, and the seller s nor authorizes any other person to assume for it any liability in connection with the ucts. Any limitation contained herein does not apply where prohibited by law.

ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

HNOLOGIES - Dealership Application Group

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

| | | AMOUNT |
|---|---|---|
| Installed W715775 S300 :RING | Qty: 1 | Warranty |
| Installed OSP :ALLOWANCE/FRIEGHT | Qty: 1 | Warranty |
| Installed CM5Z 8575 D :THERMOSTAT ASY | Qty: 1 | Warranty |
| Installed SP 538 A :SPARK PLUG | Qty: 1 | Warranty |
| Installed GN1Z 8260 W :HOSE - RADIATOR | Qty: 3 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty |
| PER WSM 303-1A ENGINE REMOVAL PERFORMED STEPS 1-35 Release the fuel system pressure. Drain the cooling system REMOVE HOOD AND COWL REMOVE DRIVE BELT Disconnect the vacuum pump inlet tube coupling. REMOVE AIR CLEANER DUCT remove the CAC outlet pipe. REMOVE COOLANT HOSES AND COOLANT BOTTLE remove the CAC inlet pipe REMOVE BATTERY AND Catalytic Converter,Starter Motor Remove the retainers and position the wiring harness aside. Remove the bolts and support the A/C compressor. DRAIN OIL AND FILTER REMOVE ENGINE PER WSM 303-01A LONG BLOCK ASSEMBLE TRANSFER oil cooler oil pump control solenoid. intake manifold CMP sensors coil-on-plugs TURBO high pressure fuel pump. ETC INSTALL ENGINE REASSEMBLE ENGINE ADD COOLANT CLEAR KAM PERFORMED Misfire Monitor Profile Correction routine ROAD TEST VEHICLE NO CONCER AT THIS TIME MILES OUT 47065 | Qty: 1 | Warranty |
| 3 * MR 01FOZHL: HEAVY LINE AFTER ENGINE INSTALL & ROAD TEST, FOUND COOLANT | | |

STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair einafter to be done along with the necessary material and agree that you are not e for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any e beyond your control or for any delays caused by unavailability of parts or delays in ents by the supplier or transporter. I hereby grant you or your employees permission to vehicle herein described on streets, highways, or elsewhere for the purpose of testing ction. An express mechanic's lien is hereby acknowledged on above vehicle to secure f repairs thereto."

OF WARRANTIES. Any warranties on the products sold hereby are those made by rer. The seller hereby expressly disclaims all warranties either express or implied, nplied warranty of merchantability or fitness for a particular purpose, and the seller nor authorizes any other person to assume for it any liability in connection with the ucts. Any limitation contained herein does not apply where prohibited by law.

ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |



PE23-015 0017424C.SV

VEH IS NEXT IN TO BE LOOKED AT, WILL CALL AS SOON
AS I HAVE UPDATE.....SP
9/01 421P SPOKE TO DANNY GAVE UPDATE, ADV THAT
TECH HAS CHECKED DOOR CONCERN, WILL NEED TO
CONTACT WTY CO FOR AUTH & ORDER PARTS IF
APPROVED, SENDING FOR SVC, ADV SHUTTLE DRIVER TO
PICK UP.....SP
APPT 9/16 (NO SHOW)
Caused by
10/9 RETURNED, ADDED ADDL CONCERN FOR CK ENGINE
LIGHT, FRANK AUTH 5 DAY RENTAL, WILL CALL
TOMORROW W/UPDATE....SP 10/10 CUST CALLED IN
SPOKE TO DEBBIE, ADDED CONCERN FOR TRANS, WILL
CALL MONDAY WITH UPDATE....SP
10/14 923A 903 SPOKE TO DANNY GAVE UPDATE, ADV
THAT TRANS HAS NOT BEEN LOOKED AT YET
10/16 1225P SPOKE TO DANNY ADV VEH IS 3RD IN LINE
Caused by
DIAG, WILL BE NEXT WEEK TUE/WEDS...SP
10/21 CUST CALLED IN ADV TRANS HAS NOT BEEN
LOOKED AT YET, STILL TUE/WEDS, WILL CALL AS SOON
AS I HAVE DIAG....SP
10/22 128P SPOKE TO MR SHEPPARD VEH WILL BE

*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

©2008 DEALERTRACK TECHNOLOGIES - Dealership Application Group

FOUND WATER ON SPARK PLUG, HAS ENGINE CONCERN ADV
Caused by
NEEDS TO GO TO LINE DEPT, WILL CALL WHEN I HAVE
ETA ON TEAR DOWN...SP
11/5 CUST CAME BY ADV TECH WILL TRY TO START ON
TEAR DOWN NEXT WEEK, WILL CALL MON W/UPDATE....SP
11/13 517P SPOKE TO MR SHEPPARD, VEH NEXT IN FOR
TEAR DOWN, WILL CALL FRI W/PROGRESS UPDATE...SP
12/16 227P SPOKE TO MR SHEPPARD, VEH TORN DOWN
NEEDS SHORT BLOCK, PART TO BE ORDERED, WILL CALL
WHEN SHORT BLOCK COMES IN WITH ETA TO COMPLETE
Caused by
1/7 933A MAILBOX IS FULL
NEED CUSTOMER TO BRING IN LOANER & PICK UP
ANOTHER ONE....SP
1/17 422P SPOKE TO MR SHEPARD GAVE UPDATE, ADV
TECH IS WORKING ON ENGINE, WILL CALL WHEN
DONE....SP
1/20 310P CUST CAME BY, ADV ETA WEDS/THURS, WILL
CALL W/DONE....SP
1/29 1045A VOICE MAIL BOX FULL, NEED TO MAKE SURE
Caused by
MILEAGE ON LOANER IS NOT OVER 5000....SP 2/3 921A
SPOKE TO MR SHEPARD, ADVISED THAT
LOANER CANNOT GO OVER 5000 MILES....SP
3/11 305P SPOKE TO MR SHEPPARD VEH IS READY FOR

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

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

MR UMISC: USI
ER STATES VEHI(
PPLYING THE BR
ed by

HRS
RAUL CARRILLO(
led GN1Z 1125
led PF7947X :F
ED FRONT BRA
BRAKE PADS CR
0 FLAG HRS

Caused by
3/11 305P SPOKE TO MR SHEPPARD VEH IS READY FOR PICK UP.....SP
3/13 830A L/M V/M LOANER NEEDS TO BE RETURNED TODAY.....SP
3/13 350P L/M VOICE MAIL, CUST NEEDS TO GET LOANER BACK ASAP....SP
3/16 418P MAIL BOX IS FULL....SP
3/17 529P SPOKE TO MR SHEPPARD IS IN VEGAS WILL BE BACK MONDAY, ADV LOANER NEEDS TO BE BACK NO
Tech: HOUSE TECH(996)
Caused by
NO LATER THAN TUES 3/24....SP
3/25 240P LOANER STILL NOT RETURNED, TRIED TO CONTACT CUST VOICE MAIL BOX IS FULL.....SP 3/30 SPOKE TO MR SHEPPARD, WILL RETURN LOANER ON TUESDAY...SP
4/2 1155A MAIL BOX IS FULL.....SP
4/3 1152A MAIL BOX IS FULL.....SP
4/6 139P SPOKE TO MR SHEPPARD NEEDS TIRE WILL RETURN CAR TOMORROW....SP
Tech: HOUSE TECH(996)
Sub Total: Labor: .00 Parts: .00 Total: .00

---

*TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.* "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

*DISCLAIMER OF WARRANTIES.* Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties 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 | 00 |
| PARTS | 00 |
| DEDUCTIBLE | 00 |
| SUBLET | 00 |
| SHOP SUPPLIES | 00 |
| HAZARDOUS MATERIALS | 00 |
| SALES TAX OR TAX I.D. | 0 |
| SPECIAL ORDER DEPOSIT | 0 |
| DISCOUNTS | 0 |
| TOTAL DUE | 0 |

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

Work performed by 172082 : 3955 ()
Work performed by 172082 : 3955 ()
Work performed by 172082 : 3955 ()

Labor:
Parts:

Warranty
Warranty
Warranty

---

#3 - MR 01FOZQS: QUICK SERVICE
C/S PASS REAR DOOR WILL NOT OPEN FROM THE OUTSIDE
Caused by
VERIFIED CUSTOMER CONCERN, UPON INSPECTION FOUND RR EXTERIOR INSIDE LATCH ASSEMBLY BROKEN, RECOMMEND NEW ONE
Tech: JOSE ARELLANO(961)
Installed GN1Z 5826684 A :REINFORCEMENT 1@36.33 278.00 36.33
Sub Total: Labor: 278.00 Parts: 36.33 Total: 314.33
UPON APPROVAL REPLACED RR EXTERIOR INSIDE LATCH ASSEMBLY AND RETEST, VEHICLE DOORS ARE OPERATING NORMALLY AT THIS TIME

---

#4 - MR 01FOZWRKS: THE WORKS GAS ENGINE
Caused by
REFER TO JOB #5
Tech: HOUSE TECH(996)
Sub Total: Labor: .00 Parts: .00 Total: .00

---

#5 - MR 01FOZTU: TUNE
C/S CK ENGINE LIGHT ON

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

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

...ING THE BRA
...sed by
HRS
RAUL CARRILLO(52
...led GN1Z 1125 C
...led PF7947X :BRK
...CED FRONT BRAKE
BRAKE PADS CRACKI
0 FLAG HRS

Caused by
468 CC42 CP# 6009
VERIFIED CONCERN PERFORMED EEC TEST FOUND P0301
FOUND COOLANT BOTTLE EMPTY ADD COOLANT PERFORMED
COOLANT PRESSURE TEST REMOVE SPARK PLUGS FOUND
COOLANT ON SPARK PLUG PERFORMED INSPECTION WITH
BORE SCOPE FOUND COOLANT IN CYLINDER 1 REC TO
REMOVE CYL HEAD FOR INSPECTION CUST APPROVE PER
WSM 303-01 PERFORMED STEPS 1-13 DRAIN COOLANT
REMOVE TURBO, REMOVE INTAKE MANIFOLD SUPPORT
Corrected by 12650D: (E29) (42)
Tech: JORGE NUNEZ(468)
Corrected by MT8004D:
Tech: JORGE NUNEZ(468)
Corrected by MT6007A:
Tech: JORGE NUNEZ(468)
Corrected by MT6007A1:
Tech: JORGE NUNEZ(468)
Corrected by 6007E:
Tech: JORGE NUNEZ(468)
Corrected by MT6007E1:
Tech: JORGE NUNEZ(468)
Corrected by MT6007AXQ:
Tech: JORGE NUNEZ(468)
Installed D9AZ-19579-RD :DYE Qty: 1
Installed G1FZ 6009 A :CYLINDER ASY - SHORT BLOCK Qty: 1

Warranty
Warranty
Warranty
Warranty
Warranty
Warranty
Warranty
Warranty
Warranty

...ENTS ARE MADE. "I hereby a
...ecessary material and agree
...es left in the vehicle in case of
...s caused by unavailability of
...reby grant you or your employ
...hways, or elsewhere for the
...eby acknowledged on above

...the products sold hereby an
...ns all warranties either exp
...ess for a particular purpos
...me for it any liability in co
...s not apply where prohibite

...MS OR SPECIAL

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

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

Installed W716271 S437 :NUT
Installed 4R8Z 6N652 A :GASKET
Installed CM5Z 6700 B :SEAL ASY - CRANKSHAFT OIL -
Installed CM5Z 6A345 A :BOLT - HEX.HEAD
Installed CM5Z 6584 B :GASKET
Installed AA5Z 9E583 A :SEAL
Installed CM5Z 8255 A :GASKET
Installed W715775 S300 :RING
Installed W715776 S300 :RING
Installed FL 910S :KIT - ELEMENT & GASKET - OIL F
Installed TA 357 :SEALANT - SILICONE
Installed W716271 S437 :NUT
Installed BM5Z 2A572 A :GASKET - VACUUM PUMP
Installed SP 538 A :SPARK PLUG
Installed TA 16 :ADHESIVE
Installed CM5Z 8575 D :THERMOSTAT ASY
Installed CM5Z 9450 A :GASKET
Installed VC 13 G :ANTI-FREEZE
Installed W713610 S300 :PIN - TRIM
ENGINE REMOVE CYLINDER HEAD CHECK FOR WITH
STRAIGHT FOR WARPAGE ON CYL HEAD PASS NO CONCERN
CHECK ENGINE BLOCK FOUND EXCESSIVE RUST ON CYL #1
AND BURNT SPOTS ON CYL #1 WALL REC SHORT BLOCK

Qty: 1 Warranty
Qty: 1 Warranty
Qty: 4 Warranty
Qty: 4 Warranty
Qty: 1 Warranty
Qty: 1 Warranty
Qty: 1 Warranty
Qty: 1 Warranty
Qty: 1 Warranty
Qty: 4 Warranty
Qty: 1 Warranty
Qty: 1 Warranty
Qty: 1 Warranty
Qty: 8 Warranty
Qty: 1 Warranty
Qty: 3 Warranty
Qty: 1 Warranty
Qty: 1 Warranty
Qty: 1 Warranty
Qty: 1 Warranty
Qty: 4 Warranty

Internal
Internal
Internal

Y CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair to be done along with the necessary material and agree that you are not s or damage to vehicle or articles left in the vehicle in case of fire, theft, or any d your control or for any delays caused by unavailability of parts or delays in the supplier or transporter. I hereby grant you or your employees permission to herein described on streets, highways, or elsewhere for the purpose of testing n express mechanic's lien is hereby acknowledged on above vehicle to secure thereto."

RRANTIES. Any warranties on the products sold hereby are those made by e seller hereby expressly disclaims all warranties either express or implied, varranty of merchantability or fitness for a particular purpose, and the seller thorizes any other person to assume for it any liability in connection with the ny limitation contained herein does not apply where prohibited by law.

| | |
|---|---|
| LABOR | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | |

LECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

PE23-015 00174B LC SV

| | | | |
|---|---|---|---|
| Installed | CM5Z 6K682 L :TURBOCHARGER ASY | Qty: 3 | Warranty |
| Installed | F1FZ 9N454 G :HEAT SHIELD | Qty: 1 | Warranty |
| Installed | W715309 S300 :STUD | Qty: 1 | Warranty |
| Installed | W716271 S437 :NUT | Qty: 4 | Warranty |
| Installed | 4R8Z 6N652 A :GASKET | Qty: 4 | Warranty |
| Installed | CM5Z 6700 B :SEAL ASY - CRANKSHAFT OIL - | Qty: 1 | Warranty |
| Installed | CM5Z 6A345 A :BOLT - HEX.HEAD | Qty: 1 | Warranty |
| Installed | CM5Z 6584 B :GASKET | Qty: 1 | Warranty |
| Installed | AA5Z 9E583 A :SEAL | Qty: 1 | Warranty |
| Installed | CM5Z 8255 A :GASKET | Qty: 1 | Warranty |
| Installed | W715775 S300 :RING | Qty: 1 | Warranty |
| Installed | W715776 S300 :RING | Qty: 4 | Warranty |
| Installed | FL 910S :KIT - ELEMENT & GASKET - OIL F | Qty: 1 | Warranty |
| Installed | TA 357 :SEALANT - SILICONE | Qty: 1 | Warranty |
| Installed | W716271 S437 :NUT | Qty: 1 | Warranty |
| Installed | BM5Z 2A572 A :GASKET - VACUUM PUMP | Qty: 8 | Warranty |
| Installed | SP 538 A :SPARK PLUG | Qty: 1 | Warranty |
| Installed | TA 16 :ADHESIVE | Qty: 3 | Warranty |
| Installed | CM5Z 8575 D :THERMOSTAT ASY | Qty: 1 | Warranty |
| Installed | CM5Z 9450 A :GASKET | Qty: 1 | Warranty |
| Installed | VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty |
| Installed | W713610 S300 :PIN - TRIM | Qty: 1 | Warranty |
| | Qty: 4 | | Warranty |

ENGINE REMOVE CYLINDER HEAD CHECK FOR WITH
STRAIGHT FOR WARPAGE ON CYL HEAD PASS NO CONCERN
CHECK ENGINE BLOCK FOUND EXCESSIVE RUST ON CYL #1
AND BURNT SPOTS ON CYL #1 WALL REC SHORT BLOCK

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

© 2018 DEALERTRACK TECHNOLOGIES - Dealership Application Group

ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

PER WSM 303-01 SHORT BLOCK ENGINE ASSEMBLY
40-156,TRANSFER CYL HEAD, WATER PUMP, AC
COMPRESSOR, INTAKE MANIFOLD, VALVE COVER AND
PRIOR OF TURBO REMOVAL BOLTS BROKEN IN TURBO
UNABLE TO EXTRACT STUD NECESSARY TO REPLACE TURBO
TRANSFER TURBO,ALL PULLEYS,ETC  RESTALL ENGINE
REASSEMBLE ENGINE ADD OIL AND FILTER ADD COOLANT
REMOVE PERFORMED COOLANT SERVICE BLEED CLEAR
CMDTC  Misfire Monitor Profile Correction ROAD
TEST VEHICLE RUNNING ROUGH FOUND COOLANT IN CYL
CONTACT HOT LINE 117064545 SEE JOB #13 FOR
REPAIRS

---

#6 -  MR 01FOZ01: TRANSMISSION
Sub Total:  Labor: .00  Parts: .00  Total: .00
C/S TRANS SKIPS / JUMPS
....APPT WAS FOR 10/16
ENGINE RAN ROUGH WHEN STARTED, PUT IN GEAR AND
VEHCILE WAS SURGING. ENGINE LIGHT ON. TEST EEC
SYSTEM; TUNE CODES IN MEMORY. NO TRANSMISSION
CODES.

---

#7 *  MR 01FOZTIREP: CHECK TIRE PRESSURE
Sub Total:  Labor: .00  Parts: .00  Total: .00

---

#8 *  MR 01FOZQ99P: VEHICLE REPORT CARD

nal
nal
nal
nal

| | |
|---|---|
| LABOR | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .0 |
| SPECIAL ORDER DEPOSIT | .0 |
| DISCOUNTS | |
| TOTAL DUE | |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

#9 * MR 01FOZSUB: SUBLET
FRANK AUTH RENTAL
.....AUTH MSPA599627
Caused by
CP: RENTAL
Tech: HOUSE TECH(996)
Work performed by 183 : D266036 ()
Work performed by 183 : D266036 ()
TRANSPORTATION ASSISTANCE - 10 DAYS - 2019 FORD
FIESTA - 3FADP4EJ9KM147641

#11 * MR 01FOZQS: QUICK SERVICE Qty: 1
Installed BAGM 48H6 760 :BATTERY
BATTERY WILL NOT HOLD A CHARGE
.....P18

#12 * MR 01FOZLL: LIGHT LINE
AFTER REPAIRS TRIED TO PRESSURE TEST SYSTEM,
WOULD NOT HOLD PRESSURE.
Caused by
468 CC42 CP#6006 P&A# THNR034243
AFTER REPLACING SHORT BLOCK ENGINE STARTED
RUNNING ROUGH NO CODES REMOVE SPARK PLUGS FOUND
COOLANT IN CYLINDER #1, PERFORMED PRESSURE TEST
HEAR AIR LEAK AT CYLINDER 1 SPARK PLUG CONTACTED
HOTLINE# 117064545 REMOVE CYL HEAD FOUND CYL#1
WALL CRACKED SENT CYLINDER OUT FOR INSPECTION

Warranty
Warranty
Warranty
Warranty

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

Tech: JORGE NUNEZ(468)
Corrected by ADD: (D50) (01)
Tech: JORGE NUNEZ(468)
Corrected by 12650D:
Tech: JORGE NUNEZ(468)
Corrected by MT8005D:
Tech: JORGE NUNEZ(468)
Corrected by MTINSPECT:
Tech: JORGE NUNEZ(468)
Corrected by MT6007A:
Tech: JORGE NUNEZ(468)
Corrected by MT6007A34:
Tech: JORGE NUNEZ(468)
Work performed by 172082 : 1955 ()

| | | | |
|---|---|---|---|
| Installed FL 910S | :KIT - ELEMENT & GASKET - OIL F | | Warranty |
| Installed XO 5W20 BSP | :MOTORCRAFT SAE 5W-20 API SP | Qty: 5 | Warranty |
| Installed G1FZ 6006 A (FP) | :SERVICE ENGINE ADV | Qty: 1 | Warranty |
| Installed G1FZ 6006 A-C | :G1FZ 6006 A - Core Charge | Qty: 1 | Warranty |
| Installed G1FZ 6006 A-C | :G1FZ 6006 A - Core Charge | Qty: 1 | Warranty |
| Installed F1FZ 9N454 G | :HEAT SHIELD | Qty: 1 | Warranty |
| Installed 4R8Z 6N652 A | :GASKET | Qty: 1 | Warranty |
| Installed W716271 S437 | :NUT | Qty: 4 | Warranty |
| Installed W715309 S300 | :STUD | Qty: 4 | Warranty |
| Installed CM5Z 9450 A | :GASKET | Qty: 1 | Warranty |
| Installed W716271 S437 | :NUT | Qty: 4 | Warranty |
| Installed W715309 S300 | :STUD | Qty: 4 | Warranty |
| Installed CM5Z 9439 A | :GASKET - INTAKE MANIFOLD | Qty: 1 | Warranty |
| Installed CM5Z 8507 A | :GASKET - WATER PUMP | Qty: 1 | Warranty |

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

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

Installed SP 534 A :SPARK PLUG
Installed GN12 8260 W :HOSE - RADIATOR
Installed VC 13 G :ANTI-FREEZE
PER WSM 303-1A ENGINE REMOVAL PERFORMED STEPS
1-35 Release the fuel system pressure. Drain the
cooling system REMOVE HOOD AND COWL REMOVE DRIVE
BELT Disconnect the vacuum pump inlet tube
coupling. REMOVE AIR CLEANER DUCT remove the CAC
outlet pipe. REMOVE COOLANT HOSES AND COOLANT
BOTTLE remove the CAC inlet pipe REMOVE BATTERY
AND Catalytic Converter,Starter Motor Remove the
retainers and position the wiring harness aside.
Remove the bolts and support the A/C compressor.
DRAIN OIL AND FILTER REMOVE ENGINE PER WSM
303-01A LONG BLOCK ASSEMBLE TRANSFER oil cooler
oil pump control solenoid. intake manifold CMP
sensors coil-on-plugs TURBO high pressure fuel
pump. ETC INSTALL ENGINE REASSEMBLE ENGINE ADD
COOLANT CLEAR KAM PERFORMED Misfire Monitor
Profile Correction routine ROAD TEST VEHICLE NO
CONCER AT THIS TIME
MILES OUT 47065

#13 * MR 01FUEL: HEAVY LINE
AFTER ENGINE INSTALL & ROAD TEST, FOUND COOLANT

| NO | RE-TURN OR ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS |
|---|---|
| X | X |

LABOR
PARTS
DEDUCTIBLE
SUBLET
SHOP SUPPLIES
HAZARDOUS MATERIALS
SALES TAX OR TAX ID
SPECIAL ORDER DEPOSIT
DISCOUNTS
TOTAL DUE

| | | |
|---|---|---|
| #14 * | MR 01FOZSUB: SUBLET<br>RENTAL<br>...AUTH MSPA517367<br>Caused by<br>CP: RENTAL<br>Tech: HOUSE TECH(996)<br>Work performed by 183 : D266036 ()<br>TRANSPORTATION ASSISTANCE - 8 DAYS - 2019 FORD FIESTA - 3FADP4EJ9KM147641 | Warranty<br>Warranty |
| #15 * | MR 01FOZSUB: SUBLET<br>LOANER DAMAGE<br>VIN #3FA6P0LU1KR201466<br>$4238.27 IN DAMAGES<br>Tech: HOUSE TECH(996)<br>Sub Total: Labor: 1000.00 Parts: .00 Total: 1000.00<br>Caused by<br>SCOTT SETTLED WITH CUSTOMER FOR $1000 TOTAL ON BOTH DAMAGED LOANER CARS | 1000.00 |
| #16 * | MR 01FOZSUB: SUBLET<br>LOANER DAMAGE<br>VIN 1FTER4EH1LLA02067<br>DAMAGES $4786<br>Tech: HOUSE TECH(996) | |

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 | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

**********

Please Note: TURBO ON JOB 05 NEEDS PRIOR APPROVAL....JULIA
SENT SUPPORT DOCS FOR JOB 05 ON 2/19....JULIA
MANUAL REVIEW JOB 05 ON 2/19....JULIA
JOB 05 PAID ON 2/20.....JULIA
3/17 TO MIKE
EMAILED SHERI 03/26 FOR SUPPORTING DOCUMENTATION.
MPEEK
WARRANTY PAID, CP STILL OPEN MPEEK 04/02
6/3 CAN CLOSE WTY - CAR IS FINALLY GONE

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 | 1278.00 |
| PARTS | 36.3 |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | 1 |
| TOTAL DUE | |

SHERI CREDIT CA
COD *COD

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

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.

DISCOUNTS
TOTAL DUE

Tech: JACOB TESONE(870)
Installed BRF 1575 :KIT - BRAKE LINING
Installed GN1Z 1125 C :ROTOR ASY - BRAKE
2.0 HRS LABOR
REPLACED FRONT BRAKE PADS AND FRONT ROTORS
TEST DROVE EVERYTHING CHECKS OK

#2 - QL 51FOZQTIRE: CHECK TIRE PRESSURE

SET TIRE PRESSURE TO DOOR SPEC
33

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2018 DEALERTRACK TECHNOLOGIES - Dealership Application Group

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

ROAD TEST & VERIFIED BOTH WITH LAERT
PERFORMED BRAKE INSPECTION & VERIFIED FRONT PAD
AT 10MM OVER BUT EXTREMELY GLAZED FROM EXTREME
BRAKING. INSPECT REAR BRAKE PADS & PADS AT 6MM
OVER BUT ALSO EXTREMELY GLAZED. AS PER SHOP
DIRECTION, MACHINED FRONT & REAR ROTORS & INSTALLED
BRAKE PADS.
TEST DROVE UNDER NORMAL BRAKING & NO NOISE HEARD
VEHICLE CHECKED OK AT THIS TIME.
#2 -
MR GIROTIMEP: CHECK TIRE PRESSURE
SET TIRE PRESSURE TO DOOR SPEC
35 PSI

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."

ISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by e manufacturer. The seller hereby expressly disclaims all warranties either express or implied, luding any implied warranty of merchantability or fitness for a particular purpose, and the seller ther assumes nor authorizes any other person to assume for it any liability in connection with the of said products. Any limitation contained herein does not apply where prohibited by law.

O RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |



PE23-015 001757 LC SV

Sub Total: Labor: .00 Parts: .00 Total: .00
SET TIRE PRESSURE TO DOOR SPEC
35 PSI

---

#3 - MR UMISC: USED VEHICLE
VEHICLE MAKES A METAL ON METAL NOISE WHEN BRAKING
Caused by
522
N/C
Work performed by 183 : ()
ROAD TEST VEHICLE AND UNABLE TO DUPLICATE NOISE
ROAD TEST WITH CUSTOMER & VERIFIED NOISE UNDER
EXTREME BRAKING, NOTIFIED CUSTOMER THAT WAS NOT
NORMAL BRAKING & BRAKES HEAT UP & CAUSE NOISE WHEN
HOT, & CAN WARP ROTORS AGAIN.
RESURFACED RF ROTOR DUE TO GLAZING, DEGLAZED BRAKE
PADS & ROAD TEST UNDER NORMAL BRAKING & VERIFIED
REAPAIR.

---

#4 * MR UMISC: USED VEHICLE
CHARGING SYSTEM SERVICE NOW MESSAGE COMES UP ON TH
E SCREEN

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

H UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair done along with the necessary material and agree that you are not mage to vehicle or articles left in the vehicle in case of fire, theft, or any control or for any delays caused by unavailability of parts or delays in plier or transporter. I hereby grant you or your employees permission to described on streets, highways, or elsewhere for the purpose of testing ess mechanic's lien is hereby acknowledged on above vehicle to secure o."

TIES. Any warranties on the products sold hereby are those made by r hereby expressly disclaims all warranties either express or implied, ty of merchantability or fitness for a particular purpose, and the seller es any other person to assume for it any liability in connection with the itation contained herein does not apply where prohibited by law.

| | |
|---|---|
| LABOR | . C |
| PARTS | . C |
| DEDUCTIBLE | . |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

CTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

- Dealership Application Group

ECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Application Group

PE23-015 001750 LC SV

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 | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTA… DUE | .00 |

…ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

…Application Group



CT Corporation

[redacted]

**TO:** Chuck Morici
Ford Motor Company
1 American Rd
Dearborn, MI 48126-2798

**RE:** **Process Served in Ohio**

[redacted]

09/20/2021

Image SOP

**REGISTERED AGENT ADDRESS:**

C T Corporation System
4400 Easton Commons Way
Suite 125
Columbus, OH 43219

877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

**AFTAB PUREVAL**
1000 MAIN STREET ROOM 316
CINCINNATI OH 45202
COMMON PLEAS CIVIL
A 2103141 D 1

# CERTIFIED MAIL

neopost
09/10/2021
US POSTAGE
FIRST-CLASS MAIL
$007.36⁰

ZIP 45202
041L12204677

7194 5168 6310 0947 1543

09/10/2021 SUMMONS & COMPLAINT
FORD MOTOR COMPANY
CO CT CORPORATION SYSTEM
4400 EASTON COMMONS WAY STE 125
COLUMBUS OH 43219

PE23-015 001763 LC SV

COPY

COURT OF COMMON PLEAS

[redacted]

in the Hamilton County, COMMON PLEAS CIVIL Division,
**AFTAB PUREVAL, 1000 MAIN STREET ROOM 315,**
**CINCINNATI, OH 45202.**
You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he/she has no attorney of record, a copy of an answer to the complaint within twenty-eight (28) days after service of this summons on you, exclusive of the day of service. Your answer must be filed with the Court within three (3) days after the service of a copy of the answer on the plaintiff's attorney.

Further, pursuant to Local Rule 10 of Hamilton County, you are also required to file a Notification Form to receive notice of all future hearings.

If you fail to appear and defend, judgement by default will be rendered against you for the relief demanded in the attached complaint.

[redacted]

# AFTAB PUREVAL
# HAMILTON COUNTY CLERK OF COURTS

## COMMON PLEAS DIVISION

[redacted]

## FILING TYPE: INITIAL FILING (OUT OF COUNTY) WITH JURY DEMAND

## PAGES FILED: 12

EFR200

IN THE COURT OF COMMON PLEAS

[redacted]

BACKGROUND

[redacted]

2. Defendant, Ford Motor Company, is a business corporation qualified to do and regularly conducting business in the State of Ohio, with its principal place of business located in Michigan and can be served at its local residence c/o CT Corporation System, 4400 Easton Commons Way, Suite 125, Columbus, Ohio 43219.

[redacted]

[redacted]

Cincinnati, Ohio 45249) bearing the Vehicle Identification Number [redacted] istered in Ohio.

5. The price of the vehicle and/or the total of payments is approximately $25,324.69.

6. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired.

7. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties of future performance on particular items.

8. Subsequent to her purchase of the vehicle, Plaintiff began experiencing defects with the vehicle and brought the vehicle to Defendant's authorized dealer for repairs pursuant to the warranty of future performance.

9. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions, and/or formally notified the Defendant by letter of Plaintiff's present intention to revoke acceptance of the vehicle and requested the return of all funds paid toward the vehicle.

**COUNT I**
**OHIO LEMON LAW**

10. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

[redacted]

[redacted]

13. Defendant is a "Manufacturer" as defined by R.C. § 1345.71(B).

14. Defendant provided an "Express Warranty" and a "Warranty" as defined by R.C. § 1345.71 (C).

15. Plaintiff purchased or leased the vehicle from and/or had it serviced at Defendant's "Authorized Dealer[(s)]," as that term is used throughout R.C. § 1345.71 et seq.

16. Plaintiff reported one or more "nonconformities," as defined by R.C. § 1345.72 (B) and 1345.71(E), to the manufacturer, through its authorized dealer, within one year and eighteen thousand (18,000) miles of the date of delivery.

17. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the express warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.

18. Plaintiff may satisfy one or more of the presumptions in Section 1345.73.

19. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by R.C. § 1345.77 (B) and rules promulgated thereunder.

[redacted]

WHEREFORE, Plaintiff respectfully demands:

1. The "full purchase price" of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

**COUNT II**
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT**

20. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

21. Plaintiff is a "Consumer" as defined by 15 U.S.C. § 2301(3).

22. Defendant is a "Supplier" and a "Warrantor" as defined by 15 U.S.C. § 2301(4) & (5).

23. The vehicle is a "Consumer Product" as defined by 15 U.S.C. § 2301(1).

24. One or more of the warranties given to Plaintiff by Defendant was a "Written Warranty" as defined by 15 U.S.C. § 2301(6) and/or a "Service Contract" as defined by 15 USC § 2301(8).

25. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty and/or service contract by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.

26. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle's nonconformities pursuant to 15 U.S.C. § 2310 (e).

[redacted]

27. Section 15 U.S.C. § 2310 (d) (1) provides:

> Subject to subsections (a)(3) and (e) of this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief....

28. As a direct and proximate result of Defendant's failure to comply with Defendant's express written and implied warranties and service contract, Plaintiff has and continues to suffer damages.

29. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by 15 U.S.C. § 2310 (a) and rules promulgated thereunder.

30. Pursuant to 15 U.S.C. § 2310 (d)(2), Plaintiff seeks all Costs, including attorney's fees and expert witness fees.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

## COUNT III
## OHIO UNIFORM COMMERCIAL CODE

31. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

32. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual and statutory obligations of Defendant, including, but not limited to, the following:

a. Express Warranty

b. Implied Warranty of Merchantability; and

c. Implied Warranty of Fitness for a Particular Purpose.

33. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

34. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

35. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its express and implied warranties, obligations and representations with regard to the vehicle.

36. Plaintiff has incurred damage as a direct and proximate result of the failure of essential purpose of Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

[redacted]

## COUNT IV
## IMPLIED WARRANTY IN TORT

37. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

38. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual, statutory and/or common law obligations of Defendant, including, but not limited to, the following:

    a. Implied Warranty of Merchantability sounding in Tort; and

    b. Implied Warranty of Fitness for a Particular Purpose sounding in Tort.

39. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's implied warranties, obligations and representations with regard to the vehicle.

40. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's implied warranties, obligations and representations with regard to the vehicle.

41. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

## COUNT V
## OHIO CONSUMER SALES PRACTICES ACT

42. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

43. Section 1345.01 et seq. is commonly known as, and will hereinafter be referred to as, the "Ohio Consumer Sales Practices Act" or "CSPA."

44. Plaintiff is a "Person," as defined by R.C. § 1345.01 (B).

45. Defendant is a "Supplier" and a "Person" as defined by R.C. § 1345.01 (C) & (B).

46. Plaintiff's purchase of the vehicle is a "Consumer Transaction" as defined by R.C. § 1345.01 (A).

*UNFAIR, DECEPTIVE OR UNCONSCIONABLE ACTS GENERALLY*

47. In connection with said transaction, Defendant committed unfair, deceptive and unconscionable acts and practices in violation of R.C. § 1345.02 and R.C. § 1345.03.

*Said acts and practices include, but are not limited to, the following:*

48. Defendant's representation that the vehicle contained a valid warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was untrue.

49. Defendant's representation that the vehicle contained, as a remedy, an effective warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was false.

50. Defendant's representation that the vehicle would have the natural benefits of being fit for its intended and ordinary purposes and merchantable, was untrue.

51. Defendant's representation that the vehicle was fit for ordinary purposes, was untrue.

[redacted]

52. Defendant's representation that the vehicle was merchantable was untrue.

53. Defendant's violation of the Ohio Lemon Law constitutes an unfair, deceptive and/or unconscionable sales practice.

54. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

*ACTS DECLARED UNFAIR, DECEPTIVE OR UNCONSCIONABLE BY ATTORNEY GENERAL RULES*

55. In connection with said transaction, Defendant committed acts and practices that have been declared to be unfair, deceptive or unconscionable by rules adopted pursuant to R.C. § 1345.05 (B)(2).

56. Said acts and practices were committed after such rules were made available for public inspection pursuant to R.C. § 1345.05 (A)(3).

*Said acts and practices include, but are not limited to, the following:*

57. Defendant never disclosed any defects in connection with the sale of the vehicle, as required by O.A.C. 109:4-3-16 (B)(14).

58. Defendant may have violated the Motor Vehicle Repairs and Services Rule by failing to comply with all the requirements of O.A.C. § 109:4-4-05, 109:4-3-13 and R.C. 1345.74.

59. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

*ACTS DECLARED UNFAIR, DECEPTIVE OR UNCONSCIONABLE BY OHIO COURTS*

60. In connection with said transaction, Defendant committed acts and practices that have been declared violations of R.C. § 1345.02 and/or R.C. § 1345.03 by Courts of the State of Ohio.

61. Said acts and practices were committed after such court decisions were made available for public inspection pursuant to R.C. § 1345.05 (A)(3).

*Said acts and practices include, but are not limited to, the following:*

62. Defendant, who had a legal obligation to Plaintiff under the written warranty, breached, avoided and/or attempted to avoid its obligations to the Plaintiff, which has been declared a violation of the CSPA in Brown v. Spears, No. 8897 (Muni, Franklin 1979); Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974) and related cases.

63. Defendant exhibited a pattern of inefficiency, stalling and/or incompetency with regard to its warranty repair work, which is behavior declared a violation in Brown v. Lyons, 332 N.E.2d 380 (CP Hamilton 1974); Pearson v. Tom Harrigan Oldsmobile-Nissan, Inc., No. 12411, 1991 WL 214228 (2d Dist. Ct. App., Montgomery, 1991); and Brown v. Spears, No. 8897 (Muni, Franklin 1979).

64. Defendant failed to honor its implied warranty of merchantability, which was declared a violation of the CSPA in Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974).

65. Defendant refused to accept Plaintiff's revocation of acceptance of goods, which was declared to be a violation in Holsinger v. Krystal Klear Sales & Service, Inc, No. 91-CV-55 (CP, Meigs 1991) and Price v. Humphries Auto City, Inc., No. 7-89-CVE-243 (Muni, New Philadelphia 1990).

66. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

[redacted]

WHEREFORE, Plaintiff respectfully demands:

1. Judgment against Defendant in an amount equal to three times Plaintiff's actual damages in excess of $25,000.00 and/or the statutory minimum of $200 for each additional unlawful act specified, over and above any treble damage award;

2. Costs, including expert witness fees and reasonable attorney's fees;

3. A declaratory judgment that Defendant's practices herein complained of are unfair, deceptive and/or unconscionable; and

4. For such other relief as this court deems just and proper.

Respectfully submitted

[redacted]

[redacted]

## JURY TRIAL

A trial by jury in the within action is hereby demanded on all issues except the determination of reasonable attorney's fees and costs and the determination of which damages shall be trebled, which are reserved for determination by the Court in the event that Plaintiff prevails at a trial on the merits.

KAHN & ASSOCIATES, L.L.C.

*/s/ J. Daniel Scharville*
J. DANIEL SCHARVILLE (0071132)
Attorney for Plaintiff

KAHN & ASSOCIATES
L.L.C.

6200 Rockside Woods Blvd. · Suite 215 · Independence, Ohio 44131
Phone: (216) 621-6101 · Fax: (216) 621-6006
Email: info@kahnandassociates.com
www.KahnAndAssociates.com

July 21, 2021

**VIA FIRST CLASS U.S. MAIL**

Ford Motor Company
Customer Assistance Center
16800 Executive Plaza Drive
Dearborn, MI 48121

[redacted]

Dear Case Manager:

Please be advised that this office has been retained [redacted] above-referenced vehicle which was obtained from Kings Ford (9555 Kings Auto Mall Rd, Cincinnati, Ohio 45249). Since that time, our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Leaks;
2. Engine;
3. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Ohio Lemon Law, the Magnuson-Moss Warranty Act and the Ohio Uniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...," these defects have understandably caused our client to

lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you (and the authorized dealer) are hereby notified that our client is revoking acceptance of the vehicle effective immediately. Our client has directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO ONE OF OUR LAW OFFICES.[1]

If you wish to resolve this matter expeditiously or merely apprise us of your position, please contact this office as soon as possible. Knowing we have to wait up to forty (40) days for an arbitration decision prior to filing with the court, we will be preparing the arbitration application immediately. If we do not hear anything from you and/or we receive an unfavorable decision from the arbitration panel, we have been directed to commence formal legal proceedings against you.[2]

Sincerely,

KAHN & ASSOCIATES, L.L.C.

[redacted]

[1]Until this matter is resolved, our client reserves the right to make appointments to have current and future defects repaired by any authorized dealer of the consumer's choice, especially while the vehicle remains under warranty.

2 However, if the consumer has already completed the informal arbitration process, we will begin preparing a formal complaint to be filed with the Court in fourteen (14) days.

[redacted]

| | AMOUNT |
|---|---|
| Sub Total: .00 | |
| #4 * Customer Reports: | |
| CHECK FOR OIL LEAK | |
| Tech: JON NIANOURIS (A90) 002166333 | Warranty |
| Corrected by (L65) (D8) ENGINE OIL LEAKS - DIAGNOSIS - L | |
| Tech: JON NIANOURIS (A90) 002166333 | Warranty |
| Corrected by SEAL - CRANKSHAFT REAR MAIN (FULL CIRCLE TYPE) - REPLACE (6701) - L | |
| Tech: JON NIANOURIS (A90) 002166333 | Warranty |
| Corrected by Extra Time For A Post-Repair Road Test. | |
| Tech: JON NIANOURIS (A90) 002166333 | Warranty |
| Corrected by GASKET SET OR OIL PAN (IN CHASSIS) - REMOVE AND INSTALL OR REPLACE (6675/ | |
| Tech: JON NIANOURIS (A90) 002166333 | Warranty |
| Installed CM5Z 6335 A (FP):RETAINER - CRANKSHAFT O Qty: 1 | Warranty |
| Installed W715141 S442 :BOLT Qty: 1 | Warranty |
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. Qty: 14 | Warranty |
| Installed W709618 S442 :BOLT Qty: 2 | Warranty |
| Installed W712146 S442 :BOLT Qty: 3 | Warranty |
| Installed GN1Z 3B498 D :CIRCLIP - INNER Qty: 2 | Warranty |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST Qty: 1 | Warranty |
| Installed CM5Z 9450 A :GASKET Qty: 1 | Warranty |

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

© 2012 DEALERTRACK SYSTEMS, Inc. - Dealership Association Group (800) 525-1028

[redacted]

| | | |
|---|---|---|
| Installed CCPZ 5B477 C :RETAINER - NUT | Qty: 1 | Warranty |
| Installed W716271 S437 :NUT | Qty: 6 | Warranty |
| Installed W520203 S442 :NUT - HEX. | Qty: 2 | Warranty |
| Installed W520204 S440 :NUT | Qty: 1 | Warranty |
| Installed W715618 S437 :NUT | Qty: 4 | Warranty |
| Installed FL 910S :KIT - ELEMENT & GASKET - OIL F | Qty: 1 | Warranty |
| Installed XO 5W20 Q1SP :MOTORCRAFT SAE 5W-20 API G | Qty: 5 | Warranty |
| Installed TA 357 :SEALANT - SILICONE | Qty: 1 | Warranty |
| Installed W715141 S442 :BOLT | Qty: 1 | Warranty |
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. | Qty: 14 | Warranty |
| Installed W715992 S442 :BOLT W | Qty: 2 | Warranty |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | Qty: 1 | Warranty |
| Installed CM5Z 9450 A :GASKET | Qty: 1 | Warranty |
| Installed W716271 S437 :NUT | Qty: 6 | Warranty |
| Installed XT 12 QULV :OIL - AUTOMATIC TRANSMISSION | Qty: 5 | Warranty |

warranty
performed oil leak diag
removed starter found rear main seal was leaking as well as oil pan.
removed transmission, replaced rear main crank seal. installed transmission, filled transmission.
removed oil pan, cleaned and resealed and installed.
filled oil
verified no leak is present after repair

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 | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

© 2017 DEALERTRACK SYSTEMS, Inc. | Dealerbilt Installation Group (800) 845-1000

[redacted]

| | | |
|---|---|---|
| check engine light is on and vehicle was rough to start | | |
| Installed H1BZ 9F472 B :SENSOR - HEGO | Qty: 1 | Warranty |
| Installed DM5Z 9F593 A :INJECTOR ASY | Qty: 2 | Warranty |
| warranty | | |
| verified concern | | |
| found code p2196 | | |
| performed diag with pinpoint test. | | |
| verified short term fuel trim is high and 02 is stuck rich. | | |
| per pinpoint test replaced 02 sensor. | | |
| checked after repair. found system is still rich. | | |
| removed all spark plugs. | | |
| found cylinder 3 plug was dry and found cylinde 1 and 2 plug was fuel fouled. verified spark on all cylinders. | | |
| found injector 1 and 2 were leaking due to them being stuck open. | | |
| removed fuel rail, replaced injector one and 2. | | |
| cleared codes, reset kam, road tested with data logger | | |
| verified proper operation after repair | | |

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 | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| engine damage has occured. removed valve cover and front cover to inspect engine and oil pump components.<br>found exhaust camshaft was burned up and was extremely scored, destryoed as well as the cam bearings.<br>drained oil and found excessive metal debris in oil. upon removal of timing cover i found oil pump tesnioner was destroyed also turbo charger shaft was damaged and had play from lack of oil.<br>found engine needs replaced.<br>perormed engine replacement with short block and turbo charger. removed engine, assembled short | |
| #2 - Q99PX: EXPRESS QUICKLANE VEHICLE CHECK UP<br>Sub Total: .00 | |
| #3 * Customer Reports:<br>rental t200361 esp MSPA186302 $2550.00 approved | |
| #4 * Customer Reports:<br>AIR BAG LIGHT IS ON<br>warranty<br>verified concern<br>found code b140a<br>performed pinpoint test a<br>removed driver rear seat backrest. | |

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

© 2012 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group (800) 945-3928

[redacted]

| | AMOUNT |
|---|---|
| removed driver rear side air bag and removed conncector.<br>performed self test. per pinpoint test code went to b140a 13 then reapplied connector found code went away.<br>per pinpoint test no concern at this time<br>verified proper operation after repair | |
| #5 * Q99PX: EXPRESS QUICKLANE VEHICLE CHECK UP<br>ADDED OPERATION<br>Sub Total: .00 | |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties 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 | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

© 2012 DEALERTRACK SYSTEMS Inc. - Dealership Application Consult (800) 845-1028

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | | | AMOUNT |
|---|---|---|---|
| Installed E3BZ 6C525 A :CAM | | Qty: 1 | Warranty |
| Installed CM5Z 6K682 L :TURBOCHARGER ASY | | Qty: 1 | Warranty |
| Core Chg CM5Z 6K682 L-C :CM5Z 6K682 L - Core Charg | | Qty: 1 | Warranty |
| Installed CM5Z 6C683 A :FILTER ASY | C | Qty: 1 | Warranty |
| Installed CM5Z 6K679 B :PIPE - OIL FEED | | Qty: 1 | Warranty |
| Installed CM5Z 6500 L :TAPPET - VALVE | CM | Qty: 2 | Warranty |
| Installed CM5Z 6051 B :GASKET - CYLINDER HEAD | | Qty: 1 | Warranty |
| Installed CM5Z 6065 A :BOLT - HEX.HEAD | | Qty: 8 | Warranty |
| Installed F1FZ 6379 A :BOLT - HEX.HEAD | | Qty: 6 | Warranty |
| Installed CM5Z 6584 B :GASKET | | Qty: 1 | Warranty |
| Installed CM5Z 8507 A :GASKET - WATER PUMP | | Qty: 1 | Warranty |
| Installed F1FZ 9N454 G :HEAT SHIELD | | Qty: 1 | Warranty |
| Installed 4R8Z 6N652 A :GASKET | | Qty: 1 | Warranty |
| Installed W716163 S300 :PIN | W | Qty: 2 | Warranty |
| Installed CM5Z 6378 A :WASHER | | Qty: 1 | Warranty |
| Installed CM5Z 6B288 A :SENSOR - CAMSHAFT POSITIOC | | Qty: 1 | Warranty |
| Installed W715309 S300 :STUD | | Qty: 4 | Warranty |
| Installed W716271 S437 :NUT | | Qty: 4 | Warranty |
| Installed DM5Z 9F593 A :INJECTOR ASY | D | Qty: 1 | Warranty |
| Unrealized H1BZ 9F472 B :SENSOR - HEGO | | Qty: 1 | Warranty |

warranty
verified concern
found oil light was on and engine was knocking
real loud on upper end.
found ssm 49200 per ssm oil pump tensioner breaks
and leaves engine with no oil pressure.
based on noise and no oil pressure sounds like

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

© 2012 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group (AD) 945-1028

[redacted]

| | | | |
|---|---|---|---|
| low oil pressure light came on and vehicle died while driving. towed in | | | |
| Installed G1FZ 6009 A :CYLINDER ASY - SHORT BLOCK | | Qty: 1 | Warranty |
| Installed F1FZ 6312 A :PULLEY - CRANKSHAFT | | Qty: 1 | Warranty |
| Installed CM5Z 6K254 A :TENSIONER - TIMING BELT | | Qty: 1 | Warranty |
| Installed CM5Z 6M280 F :SOLENOID - ENGINE VARIABLE | | Qty: 2 | Warranty |
| Installed CM5Z 6C570 B :VALVE ASY | | Qty: 2 | Warranty |
| Installed CM5Z 6268 A :BELT - TIMING | | Qty: 1 | Warranty |
| Installed CM5Z 6256 B :SPROCKET - CAMSHAFT | CM | Qty: 1 | Warranty |
| Installed CM5Z 6250 B :CAMSHAFT | CM | Qty: 1 | Warranty |
| Installed CM5Z 6250 A :CAMSHAFT | CM | Qty: 1 | Warranty |
| Installed CM5Z 6049 E :CYLINDER HEAD ASY | | Qty: 1 | Warranty |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | G | Qty: 1 | Warranty |
| Installed W715141 S442 :BOLT | W | Qty: 1 | Warranty |
| Installed W716271 S437 :NUT | | Qty: 2 | Warranty |
| Installed CM5Z 9450 A :GASKET | | Qty: 1 | Warranty |
| Installed W716271 S437 :NUT | | Qty: 4 | Warranty |
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. | | Qty: 14 | Warranty |
| Installed FL 910S :KIT - ELEMENT & GASKET - OIL F | | Qty: 1 | Warranty |
| Installed W715618 S437 :NUT | | Qty: 4 | Warranty |
| Installed W715141 S442 :BOLT | | Qty: 1 | Warranty |
| Installed W715309 S300 :STUD | | Qty: 4 | Warranty |
| Installed XO 5W20 Q1SP :MOTORCRAFT SAE 5W-20 API G | | Qty: 6 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | | Qty: 1 | Warranty |

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

©2012 DEALERTRACK SYSTEMS Inc. - Dealership Application Group [illegible]

[redacted]

| | AMOUNT |
|---|---|
| conncector.<br>performed self test. per pinpoint test code went to b140a 13 then reapplied connector found code went away.<br>per pinpoint test no concern at this time<br>verified proper operation after repair | |

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 | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

© 2012 DEALERTRACK SYSTEMS, Inc. - Dealership Application Critical (800) 845-1028

[redacted]

low oil pressure light came on and vehicle died
while driving. towed in

| | | | |
|---|---|---|---|
| Installed G1FZ 6009 A :CYLINDER ASY - SHORT BLOCK | | Qty: 1 | Warranty |
| Installed F1FZ 6312 A :PULLEY - CRANKSHAFT | | Qty: 1 | Warranty |
| Installed CM5Z 6K254 A :TENSIONER - TIMING BELT | | Qty: 1 | Warranty |
| Installed CM5Z 6M280 F :SOLENOID - ENGINE VARIABLE | | Qty: 2 | Warranty |
| Installed CM5Z 6C570 B :VALVE ASY | | Qty: 2 | Warranty |
| Installed CM5Z 6268 A :BELT - TIMING | | Qty: 1 | Warranty |
| Installed CM5Z 6256 B :SPROCKET - CAMSHAFT | CM | Qty: 1 | Warranty |
| Installed CM5Z 6250 B :CAMSHAFT | CM | Qty: 1 | Warranty |
| Installed CM5Z 6250 A :CAMSHAFT | CM | Qty: 1 | Warranty |
| Installed CM5Z 6049 E :CYLINDER HEAD ASY | | Qty: 1 | Warranty |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | G | Qty: 1 | Warranty |
| Installed W715141 S442 :BOLT | W | Qty: 1 | Warranty |
| Installed W716271 S437 :NUT | | Qty: 2 | Warranty |
| Installed CM5Z 9450 A :GASKET | | Qty: 1 | Warranty |
| Installed W716271 S437 :NUT | | Qty: 4 | Warranty |
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. | | Qty: 14 | Warranty |
| Installed FL 910S :KIT - ELEMENT & GASKET - OIL F | | Qty: 1 | Warranty |
| Installed W715618 S437 :NUT | | Qty: 4 | Warranty |
| Installed W715141 S442 :BOLT | | Qty: 1 | Warranty |
| Installed W715309 S300 :STUD | | Qty: 4 | Warranty |
| Installed XO 5W20 Q1SP :MOTORCRAFT SAE 5W-20 API G | | Qty: 6 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | | Qty: 1 | Warranty |

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

© 2012 DEALERTRACK SYSTEMS Inc. - Dealership Application Group 18001949-6026

[redacted]

and front cover to inspect engine and oil pump components.
found exhaust camshaft was burned up and was extremely scored, destryoed as well as the cam bearings.
drained oil and found excessive metal debris in oil. upon removal of timing cover i found oil pump tesnioner was destroyed also turbo charger shaft was damaged and had play from lack of oil.
found engine needs replaced.
perormed engine replacement with short block and turbo charger. removed engine, assembled short

---

#2 - Q99PX: EXPRESS QUICKLANE VEHICLE CHECK UP
Sub Total: .00

---

#3 * Customer Reports:
rental t200361 esp MSPA186302 $2550.00 approved

---

#4 * Customer Reports:
AIR BAG LIGHT IS ON
warranty
verified concern
found code b140a
performed pinpoint test a
removed driver rear seat backrest.
removed driver rear side air bag and removed

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

© 2012 DEALERTRACK SYSTEMS, Inc. - Dealerthrix Association Group (800) 945-1028

[redacted]

| | | | |
|---|---|---|---|
| Installed CM5Z 6K682 L :TURBOCHARGER ASY | | Qty: 1 | Warranty |
| Core Chg CM5Z 6K682 L-C :CM5Z 6K682 L - Core Charg | | Qty: 1 | Warranty |
| Installed CM5Z 6C683 A :FILTER ASY | C | Qty: 1 | Warranty |
| Installed CM5Z 6K679 B :PIPE - OIL FEED | | Qty: 1 | Warranty |
| Installed CM5Z 6500 L :TAPPET - VALVE | CM | Qty: 2 | Warranty |
| Installed CM5Z 6051 B :GASKET - CYLINDER HEAD | | Qty: 1 | Warranty |
| Installed CM5Z 6065 A :BOLT - HEX.HEAD | | Qty: 8 | Warranty |
| Installed F1FZ 6379 A :BOLT - HEX.HEAD | | Qty: 6 | Warranty |
| Installed CM5Z 6584 B :GASKET | | Qty: 1 | Warranty |
| Installed CM5Z 8507 A :GASKET - WATER PUMP | | Qty: 1 | Warranty |
| Installed F1FZ 9N454 G :HEAT SHIELD | | Qty: 1 | Warranty |
| Installed 4R8Z 6N652 A :GASKET | | Qty: 1 | Warranty |
| Installed W716163 S300 :PIN | W | Qty: 2 | Warranty |
| Installed CM5Z 6378 A :WASHER | | Qty: 1 | Warranty |
| Installed CM5Z 6B288 A :SENSOR - CAMSHAFT POSITIOC | | Qty: 1 | Warranty |
| Installed W715309 S300 :STUD | | Qty: 4 | Warranty |
| Installed W716271 S437 :NUT | | Qty: 4 | Warranty |
| Installed DM5Z 9F593 A :INJECTOR ASY | D | Qty: 1 | Warranty |

warranty
verified concern
found oil light was on and engine was knocking
real loud on upper end.
found ssm 49200 per ssm oil pump tensioner breaks
and leaves engine with no oil pressure.
based on noise and no oil pressure sounds like
engine damage has occured. removed valve cover

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."

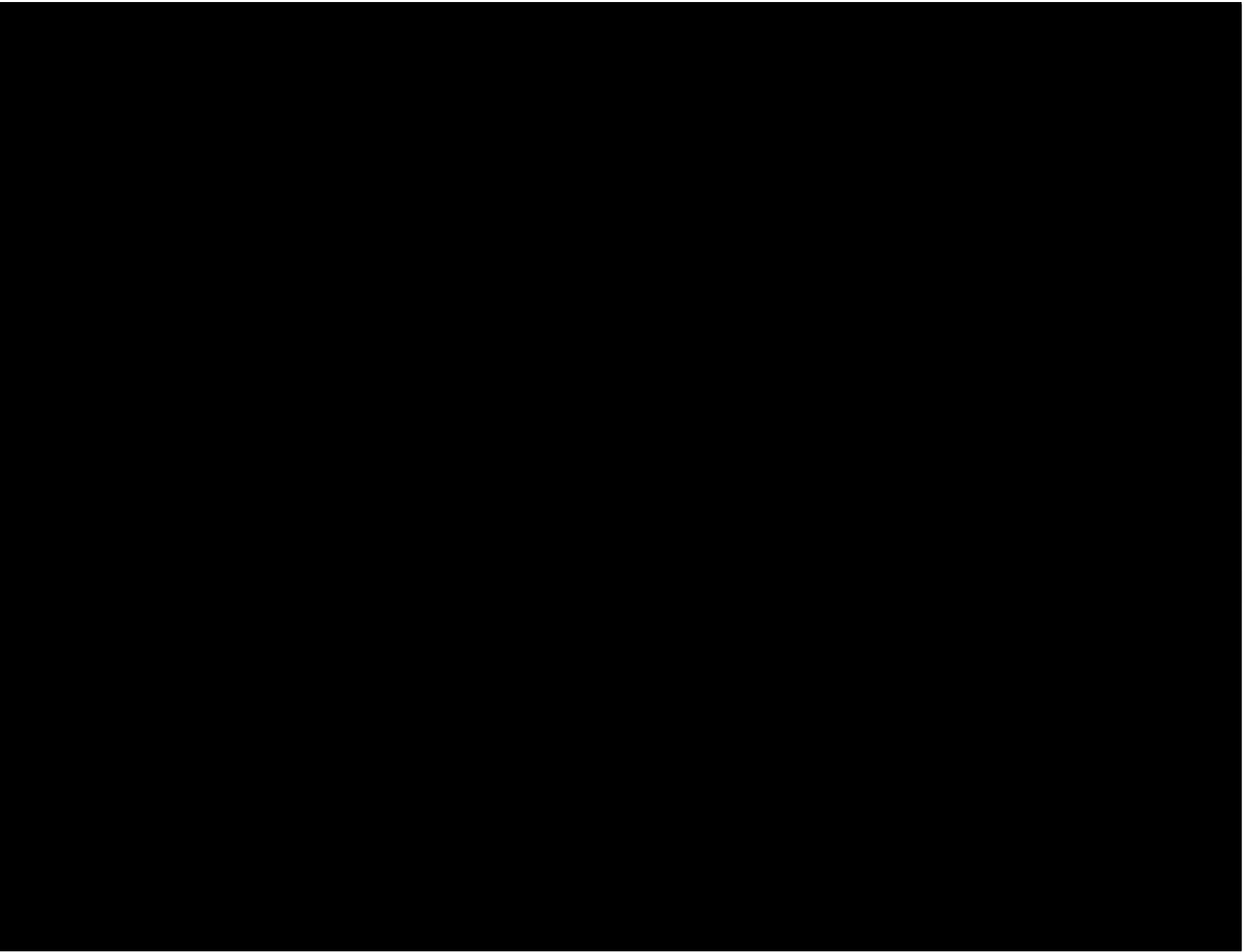
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes 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

© 2012 DEALERTRACK SYSTEMS, Inc. - Dealership Association Group (800)945-3028



[redacted]

| Number of Payments | Amount of Payments | When Payments Are Due |
|---|---|---|
| | | |

[redacted]

Your signature below means you want (only) the insurance coverag
quoted above. If none are quoted, you have declined any covera
we offered.

Buyer d/o/b Buyer d/

[redacted]

| | |
|---|---|
| | |
| | |
| | |
| TITLE FEE | N/A |
| REGISTRATION FEE | 15.00 |
| CREDIT LIFE AND DISABILITY | 98.50 |
| PLUS: PAYOFF ON TRADE VEHICLE(S) | N/A |
| **TOTAL DUE** | $ 14,000.00 |
| LESS INITIAL PAYMENT/CASH DOWN | $ 35,847.50 |
| LESS REBATE/FACTORY INCENTIVE | N/A |
| OTHER | 3,750.00 |
| **BALANCE DUE** | N/A |
| | $ 32,097.50 |

increased by the difference, $_____ (known as negative equity).

INITIALS: _____

☑ SEE VEHICLE DELIVERY REPORT ATTACHED

☐ SEE USED VEHICLE LIMITED WARRANTY ATTACHED

☑ LIMITED RIGHT TO CANCEL APPLIES: If you have entered into a Spot Delivery Agreement-Limited Right to Cancel, the sale of the Vehicle is conditioned on final approval of financing by, or assignment of the Retail Installment Sale Contract to a lender. If final financing approval is not obtained and/or the Contract cannot be assigned, you or the Dealership may cancel the Contract in accordance with this Agreement, the Spot Delivery Agreement-Limited Right to Cancel, and the Retail Installment Sale Contract. **SEE ATTACHED DOCUMENT FOR IMPORTANT DETAILS**

☐ **DEPOSIT RECEIPT:** Dealer hereby acknowledges receipt of the sum of $_____ as a deposit or partial payment for the vehicle described above. If this receipt is for a deposit, Dealer will refrain from selling the described vehicle for _____ days. This Deposit:

☐ IS ☐ IS NOT REFUNDABLE, subject to the conditions on the reverse side and the following:

REMARKS

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

PE23-015 001793 LC SV

**JURY WAIVER:** THE PURCHASER AND DEALER WAIVE AND RENOUNCE THE RIGHT UNDER FEDERAL AND STATE LAW TO A TRIAL BY JURY FOR ANY CLAIM.



LEMBERG LAW

**Sergei Lemberg, Esq.**
**Managing Partner**
◑ +1.203.653.2250 x 5500
☎ +1.203.653.3424
✉ slemberg@lemberglaw.com

[redacted] notice for an opportunity to correct the defects specified below. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Florida consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service at least fifty (50) days and subject to repair due to the engine failure and remains unrepaired.

The defects in the vehicle constitute a breach of warranty, in that they substantially impair its use, value, and safety to the client. Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the vehicle until the purchase price is returned, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be deemed wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507. If the seller or any creditor subject to the FTC Holder Rule has filed a financing statement covering the above vehicle, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within 10 days to terminate such security interest. Failure to do so subjects you to liability under U.C.C. § 9-404(1).

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

*/s/ Sergei Lemberg*

Sergei Lemberg, Esq.



# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
2705 S Alma School Rd
Suite 2
Chandler, AZ 85286

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com


June 17, 2021

Ford Motor Company
P.O. Box 6248

[redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of [redacted] lating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Brooks Siegel
Attorney for Plaintiff

CC: AutoNation Ford Scottsdale, 8555 E Frank Lloyd Wright Blvd, Scottsdale, AZ 85260







[redacted]

available. Amounts above are ESTIMATES ONLY and may vary based on approved credit, applicable taxes, vehicle selection, trade value(s), estimated payoff, eligibility for rebates and other factors particular to your transaction. Final payments and terms may vary. Customer agrees to pay the difference, if any, in the amount of the trade lien payoff. The Price Index does not include dealer/documentation fee, tax, registration, titling, or other government fees. Third party prices fluctuate daily/weekly and are provided as of 12/31/2018. Third party trademarks shown above are the property of their respective owners. Price quoted expires 1/1/2019. *TrueCar Market Average (before incentives) provided by TrueCar, Inc.; AutoNation Price provided by AutoNation

X
Buyer; John Gaffney Date

X
Sales Manager Date

[redacted]

| | | | |
|---|---|---|---|
| a. Capitalized cost reduction | $ 5630.00 | a. Net trade-in allowance | $ N/A |
| b. First monthly payment | 220.64 | b. Rebates and noncash credits | 5630.00 |
| c. Advance payment | N/A | c. Amount to be paid in cash | 676.67 |
| d. Refundable security deposit | N/A | d N/A | N/A |
| e. Title fees | N/A | | |
| f. Registration fees | N/A | | |
| g. Acquisition fee | N/A | | |
| h N/A | N/A | | |
| i. UPFRONT TAXES | 456.03 | | |
| j. N/A | N/A | | |
| k N/ADOCUMENTATION FEE | N/A | | |
| l. N/A | N/A | | |
| m N/A | N/A | | |
| Total | $ 6306.67 | Total | $ 6306.67 |

**7. Your payment is determined as shown below:**

| | | |
|---|---|---|
| a. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 24137.23 ) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (Itemized below - Item 19) ** | | $ 25757.91 |
| b. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost | – | 5630.00 |
| c. **Adjusted capitalized cost.** The amount used in calculating Your base payment | = | 20127.91 |
| d. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base payment | – | 13076.60 |
| e. **Depreciation and any amortized amounts.** The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term | = | 7051.31 |
| f. **Rent charge.** The amount charged in addition to the depreciation and any amortized amounts | + | 296.65 |
| g. **Total of base payments.** The depreciation and any amortized amounts plus the rent charge | = | 7347.96 |
| h. **Lease payments.** The number of payments in Your lease | ÷ | 36 |
| i. **Base payment** | = | 204.11 |
| j. **Sales / Use tax** | + | 16.53 |
| k N/A | + | N/A |
| l N/A | + | N/A |
| m. **Total payment** | | $ 220.64 |
| n. **Lease term in months** | | 36 |

**Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.**

**8. Excess Wear and Use.** You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, **You must pay to Lessor** $0.15 per mile for each mile in excess of 39225 miles shown on the odometer. See Items 23 and 28 on back and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.

**9. Extra Mileage Option Credit.** At the scheduled end of this lease, You will receive a credit of $0.00 per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than **$1.00.**

**10. Purchase Option at End of Lease Term, $** 13076.60 **plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price.** You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase

## VEHICLE MAINTENANCE, INSURANCE AND USE

**20. VEHICLE USE AND SUBLEASING** You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first titled or registered for more than **30** days without Finance Company's written consent, (d) outside the United States, except for less than **30** days in Canada or Mexico or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. **You will not assign or sublease any interest in the Vehicle or lease without Finance Company's written consent.**

**21. IMPLIED WARRANTIES If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties, except as otherwise required by law.**

**22. VEHICLE MAINTENANCE AND OPERATING COSTS** Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. (See Lessor Services, Item 17)

**23. COLLISION REPAIR** You are responsible for repairs of **All Damage** that is not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to **Exterior Sheet Metal and Plastic Components,** and to **Vehicle Safety Systems,** including air bag, seat belt and bumper system components. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Discuss this requirement with Your insurance company prior to authorizing any collision repair work.

**24. VEHICLE INSURANCE** You must insure the Vehicle and the Holder as set forth on the front of this lease under Item 14, "Vehicle Insurance Minimums." If the state where You title/register the Vehicle establishes higher Vehicle Insurance Minimums than those listed on the front of this lease, You must insure the Vehicle and Holder at the amounts required by Your state. If You move to a state where Finance Company has established higher Vehicle Insurance Minimums than those listed on the front of this lease, You must insure the Vehicle and Holder for these higher amounts. **These amounts are minimum requirements and may not be sufficient to protect Your assets. You should consult Your insurance advisor to determine if additional insurance coverage is right for You.**

You agree that Finance Company can file a claim under the insurance policy. You authorize the insurance company to provide Finance Company any information Finance Company believes necessary to make a claim. You agree that Finance Company may receive and sign Your name on any checks or drafts received by Finance Company from Your insurance provider. In addition, You authorize Finance Company to settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.

**25. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES** This lease may contain charges for insurance, service contracts, or other contracts. You agree that Finance Company can claim benefits under these contracts. Unless prohibited by law, Finance Company may upon default or termination cancel these contracts to obtain refunds of unearned charges. You authorize Finance Company to subtract any refund from the amount You owe under this lease. If You receive a refund, You must pay the entire amount of the refund to Finance Company.

## ENDING YOUR LEASE

**26. TERMINATION** This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, or another place designated by Finance Company, and (c) the payment by You of all amounts owed under this lease. Finance Company may cancel this lease if You default.

**27. RETURN OF VEHICLE** If You do not buy the Vehicle at lease end, You must return it to Lessor unless Finance Company specifies another place. Prior to the scheduled return of the Vehicle, You may be requested to present the Vehicle for inspection at a reasonable time and location. **Upon return of the Vehicle, You must pay the disposition fee, if any is shown on the front of the lease under Item 3 "Other Charges."** If You fail to return the Vehicle within 10 days after Your scheduled termination date, You will be charged one Monthly Payment and Your term will be extended one month. If You continue to fail to return the Vehicle You must pay damages to Finance Company, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.

**28. STANDARDS FOR EXCESS WEAR AND USE** You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) **Tires** that have sidewall damage/plugs, exposed cords/belts, or are unmatched for Vehicle or unsafe; (b) **Electrical or Mechanical** defects or malfunctions; (c) **Glass, Paint, Body Panels, Trim and Grill Work** that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented; (d) **Interior** rips, stains, burns or damaged areas; (e) **Replacement** of any missing equipment or parts that were in or on the vehicle when delivered; and (f) **All Damage** which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the Vehicle must not invalidate any warranty. If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle. You will maintain the **Odometer** of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperative, You will provide us with reasonable evidence of the Vehicle's actual mileage at vehicle return. If You are unable to do so, You will pay us our estimate of any reduction of the Vehicle's wholesale value caused by the inability to determine the Vehicle's actual mileage.

**29. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE** You may terminate this lease early, if You are not in default, by returning the Vehicle to Lessor unless Finance Company designates another place. You must pay the following: (a) the amount by which the Unpaid Adjusted Capitalized Cost exceeds the Vehicle's Fair Market Wholesale Value, **plus** (b) all other amounts then due under the lease (except for excess wear and use and mileage). If You entered an *Advance Payment Lease* and the Vehicle's Fair Market Wholesale Value exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

*Alternatively*, You may choose to satisfy Your financial obligation under this section upon Vehicle return if You pay the following: (a) the unpaid remaining Monthly Payments, plus (b) any charges for excess wear and use and mileage, plus (c) all other amounts then due under the lease.

**30. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE** You may purchase the Vehicle from the Lessor or a party designated by Finance Company at any time if You are not in default. If You have a *Monthly Payment Lease,* you must pay the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) the amount by which the lease end purchase option price (Item 10) exceeds the Residual Value (Item 7d), plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law. If You have an *Advance Payment Lease,* you must pay the following: (a) the lease end purchase option price (Item 10) less (b) any unearned Rent Charges, plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law.

**31. DEFINITION OF TERMS**

*Unpaid Adjusted Capitalized Cost* If You have a *Monthly Payment Lease,* the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost and is reduced each month on the due date by the difference between the Base Monthly Payment and the part of the Rent Charge earned in that month on an **actuarial basis.**

If You have an *Advance Payment Lease,* the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost less the Base Payment. This amount is increased each month on the due date by the part of the Rent Charge earned in that month on an **actuarial basis.**

In both cases, rent charges are earned when due. Lessor or Finance Company will provide You with an explanation of the actuarial method upon request.

*Fair Market Wholesale Value* will be: (a) an amount agreed to by You and Lessor or Finance Company, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within **10** days from termination from an independent third party agreeable to Finance Company, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale or other commercially reasonable manner.

*Monthly Payment* If You have a *Monthly Payment Lease,* Monthly Payment is the Total Payment (Item 7m). If You have an *Advance Payment Lease,* Monthly Payment is the Total Payment (Item 7m) divided by the Lease Term in Months (Item 7n).

*Base Monthly Payment* If You have a *Monthly Payment Lease,* Base Monthly Payment is the Base Payment (Item 7i). If You have an *Advance Payment Lease,* Base Monthly Payment is the Base Payment (Item 7i) divided by the Lease Term in Months (Item 7n).

**32. CONTACT NUMBER FOR FINANCE COMPANY** Please contact Finance Company at the telephone number or website listed on the front of this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle.

**33. YOUR ODOMETER OBLIGATIONS** Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

## DEFAULT AND LOSS OF VEHICLE

**34. DEFAULT** You will be in default if: (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in default, Finance Company may cancel this lease, take the Vehicle, collect amounts due and enforce Holder's rights under this lease.

**35. THEFT OR DESTRUCTION OF VEHICLE** If the Vehicle is stolen or destroyed, the amount You owe will depend upon whether You had the required insurance in effect and the claim for the Vehicle is fully honored. If Finance Company does not receive the full insurance proceeds, You

If Finance Company retakes the Vehicle, You must pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the wholesale sale of the Vehicle, plus (b) any other amounts then due under the lease (except charges for excess wear and use and mileage). If You entered into an *Advance Payment Lease*, and the value which could be realized at the wholesale sale of the Vehicle exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

The value which could be realized at the wholesale sale of the Vehicle will be: (a) the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the vehicle at wholesale or other commercially reasonable manner, or (b) as determined by a professional appraisal obtained by You at Your expense within 10 days from default, from an independent third party agreeable to Finance Company. You must also pay all expenses, including reasonable attorneys fees, payable by Finance Company to obtain, hold and sell

*GAP Waiver* If You had in effect the insurance required under this lease and Finance Company receives the full insurance proceeds, You will not be required to pay the difference (GAP) between the Unpaid-Adjusted Capitalized Cost and the insurance proceeds. You will only be required to pay: (a) any past due Monthly Payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease (except charges for excess wear and use and mileage).

Even if the Vehicle is insured, if You have a *Monthly Payment Lease*, until Finance Company receives payment of the insurance proceeds, You agree to continue to make Your Monthly Payments. If You have an *Advance Payment Lease*, after any insurance proceeds are paid, You will receive a credit equal to the Base Monthly Payment multiplied by the number of remaining months in the Lease Term in Months, beginning with the month immediately following the date of theft or destruction.

## ADDITIONAL INFORMATION

**36. ASSIGNMENT AND ADMINISTRATION** When You and Lessor sign this lease, Lessor will assign it to Holder. Finance Company or a substitute will administer this lease. You must then pay, in U.S. funds, all amounts due under this lease to Finance Company. If Finance Company is not the Holder of this lease, Holder has appointed Finance Company as its agent. As agent for Holder, Finance Company has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.

**37. TAXES** You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.

**38. TITLING** The Vehicle will be titled in the name of Holder. There may be a lienholder listed as well. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs.

**39. INDEMNITY** You will indemnify and hold harmless Lessor, Finance Company and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You are responsible for promptly paying all fines and tickets, including parking tickets, imposed on the Vehicle or its driver. If both a Lessee and Co-Lessee signed this lease, each party is jointly and severally liable for the payment of these fines and tickets. If You do not pay, You will reimburse Finance Company and pay a **$20** administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

**40. SECURITY DEPOSIT** Your security deposit may be used by Finance Company to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on Your security deposit(s).

**41. CONSUMER REPORTS** You authorize Finance Company and Holder to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.

**42. SERVICING AND COLLECTION** You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

**43. GENERAL** Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be valid.

## READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

## ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Lessor/Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

**RIGHTS YOU AND WE AGREE TO GIVE UP**

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**
- **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

**RIGHTS YOU AND WE DO NOT GIVE UP:** If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds $200, we will pay the amount in excess of $200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

[redacted]

- [x] **12,000 miles per year**
- [ ] **13,500 miles per year**
- [ ] **15,000 miles per year**
- [ ] **16,500 miles per year**
- [ ] **18,000 miles per year**
- [ ] **19,500 miles per year** **(Additional miles may have been purchased with this option)**

The average miles driven per year on your previous vehicle was _____.

[redacted]



ALLEN STEWART
A PROFESSIONAL CORPORATION

*Aaron Waldo – Attorney at Law*
*(214) 965-8713 Direct Line*
*(214) 965-8701 Facsimile*
*awaldo@allenstewart.com*

August 1, 2023

[redacted]

To Whom It May Concern:

Please note that the above-named individual has retained our services against your company pursuant to the Federal Magnuson-Moss Warranty Act (hereinafter referred to as "Warranty Act") with regard to the above-listed vehicle.

**As you have been formally notified of our legal representation of Madison Torres, you are instructed not to contact our client under any circumstances. Please direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.**

**Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. As such, if you attempt to settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. Lastly, you are hereby notified of our attorneys' lien.**

My client has experienced multiple defects in their vehicle. Your company, through your authorized dealerships, have been unable to repair their vehicle within a reasonable time and/or

after having a reasonable numerous of attempts to repair it. As such, my client seeks relief under the Warranty Act as you have breached both your written warranty and the implied warranty of merchantability. The defects experienced by my client include, but are not limited to:

1. Defective engine as evidenced by sudden loss of oil pressure, requiring tow, CEL on, smoke out of the exhaust, and knocking; *and*
2. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. As a result of these defects, my client has justifiably lost confidence in the vehicle. You are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defect and payment of our attorneys' fees pursuant to the fee-shifting provisions of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

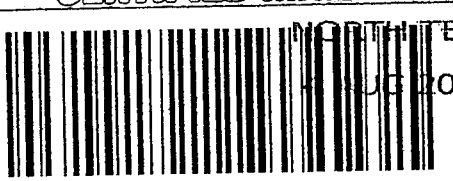


[redacted]

Aaron Waldo
Attorney at Law

ALLEN STEWART
A PROFESSIONAL CORPORATION

CERTIFIED MAIL®



NORTH TEXAS TX 750
AUG 2023 PM 4 L

7022 2410 0001 5337 4223

$8.53 0
US POSTAGE
FIRST-CLASS
062S0001442330
FROM 75201



B16199.17

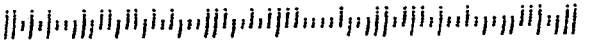
FORD MOTOR COMPANY

AUG 11 REC'D

OFFICE OF THE GENERAL
COUNSEL

Ford Motor Company
ATTN: Legal Department
PO Box 6248
Dearborn, MI 48121

48121-624848



PE23-015 001810 LC SV



CT Corporation

[redacted]

**TO:** Chuck Morici
Ford Motor Company
1 American Rd
Dearborn, MI 48126-2798

**RE:** **Process Served in California**

**FOR:** Ford Motor Company (Domestic State: DE)

[redacted]

**REGISTERED AGENT ADDRESS:**

C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203

877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Wed, Oct 20, 2021

**Server Name:** Jimmy Lizama

Entity Served [redacted]

Case Number

Jurisdiction



[redacted]

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*

[redacted]



American LegalNet, Inc.

[redacted]

☐ 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)

☐ 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)

☐ 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. ☐ [redacted]
   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. ☐ [redacted]

[redacted]

## 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

[redacted]

| | |
|---|---|
| FORD MOTOR COMPANY; and DOES 1 - 10,<br><br>Defendants. | **Unlimited Civil Jurisdiction - Damages Exceed $25,000**<br><br>JURY TRIAL DEMANDED |

Plain[redacted]Plaintiffs"), by and through their attorney, hereby allege the following upon information and belief:

## GENERAL ALLEGATIONS

1. Plaintiffs are natural persons residing in Fresno, California.

2. Plaintiffs are a "buyer" as defined in Civil Code §2981(c) and §1791(b).

3. FORD MOTOR COMPANY. (hereafter "Defendant" or "FORD") is and was a corporation and registered to do business in the State of California and doing business in the County of FRESNO.

4. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor" under the Act.

5. Defendants DOE 1-10 inclusive are sued herein pursuant to California Code of Civil Procedure §474. The true names, capacities and nature and extent of participation in the

alleged activities complained of herein by DOES 1-10, inclusive, are currently unknown to Plaintiffs. Therefore, Plaintiffs sue these defendants by such fictitious names and will amend the Complaint to allege their true names and capacities when ascertained.

6. On or about June 7, 2018, Plaintiffs purchased a brand new 2018, VIN: MAJ3P1REXJC188982 (hereinafter "vehicle") at Lithia Ford Lincoln of Fresno located in Oroville, California. The subject vehicle is a new motor vehicle that was purchased primarily for personal, family, or household purposes or it is a new motor vehicle with a gross vehicle weight under 10,000 pounds that was purchased or used primarily for business purposes by an entity to which not more than five motor vehicles are registered in this state. The subject vehicle is a "new motor vehicle" under the Song-Beverly Consumer Warranty Act, Civil Code §§1790 *et seq.* (the "Act".)

7. Defendant FORD MOTOR COMPANY issued an "express warranty" to Plaintiffs pursuant to the Act.

8. The sale of the subject vehicle was also accompanied by an implied warranty which represented that the vehicle was merchantable. The sale was also accompanied by Defendant's implied warranty of fitness.

9. The subject vehicle has suffered from serious defects and nonconformities to warranty, including, but not limited to, recurrent and/or intermittent engine issues including oil leaks.

10. The aforementioned nonconformities and defects manifested themselves within the applicable express warranty period. Said nonconformities have substantially impaired the vehicle's use, value, or safety to Plaintiffs.

11. From the time of purchase until the present, the vehicle has suffered ongoing problems including but not limited to the following:

///

///

///

| Problems | Date | Odo. | Days | RO # |
|---|---|---|---|---|
| **Engine- *1st Repair Attempt*** Customer states while driving low oil pressure light came on and engine started knocking. Vehicle was towed in.<br><br>Verify customer concern, vehicle has no oil pressure light is on, also check engine light is on with codes P0299 and P0012 for timing, cngine is knocking and coming from lower and of engine assembly. Need M-time for tear down found lots of metal debris throughout engine assembly, also cam shaft cap has scoring in them along with camshaft, at this point is necessary for engine assembly to be replaced due to too much metal debris inside engine, also oil silky due to metal in engine. After performing engine tear down submit pictures to Ford need it to tear down engine more to obtain pictures of the crankshaft. Engine got approved. Proceed to removal and installation of long block assembly, replace turbo tube, gaskets, studs, nuts, seals, turbo supply tube, return, high pressure pump bolts, gasket, fuel tube and torque converter nuts. Top off oil level and coolant level, clear code and test drove vehicle, during test drive vehicle has a lack of power and check engine light came on. Pull codes P0299 for turbo under boost. Need time to diagnose and retest. Turbocharger assembly remove and install. Verified customer concern, retrieve code P0299 for turbo charger under boost, follow pinpoint test and found turbo charger internally faulty. Recommend replacement and retest. Follow workshop manual procedure, remove front cover, and proceed with removal and replacement of turbo charger, oil supply tubes, seals, bolts, nuts, studs. Top off oil level and coolant level, clear code and test drove vehicle. Verify repair. All okay at this time. | 11/03/2020 - 11/27/2020 | 40732 | 25 | 557454 Future Ford Of Clovis |
| **Engine- *2nd Repair Attempt*** Customer states there is a grinding/rumbling/bearing type noise from engine area when engine is running.<br><br>Duplicated noise, removed drive belt to determine if engine noise or pully noise, determined noise coming from one of drive components, reinstalled drive belt and installed chassis ears on drive components, found loud grind/rumbling noise coming | 12/15/2020 - 12/24/2020 | 41219 | 16 | 559691 Future Ford Of Clovis |

| | | | | |
|---|---|---|---|---|
| from alternator assembly. Rec replaced alternator and rechecked. Replaced alternator. Test drove vehicle. Did not hear customers concern at this time | | | | |
| **Engine - *3rd Repair Attempt*** Customer states was told by another facility that the vehicle is leaking fluid, possibly transmission fluid. When he came to a stop vehicle started shuddering and then died. Stated car overheat for a moment.<br><br>Pulled vehicle into stall and lifted, found that area of main control cover was saturated with fluid, cleaned affected area added oil and test drove. After drive came back and verified that the connector gasket for the main valve body was leaking recommend replacing all gaskets for cover and rechecking. Began repair by draining coolant into clean container, then removed coolant hoses, disconnected wiring harness attached to cooling module, and removed air box assembly. Removed cooling shroud and fan to allow more access to main control valve body cover, removed cover and cleaned all components and installed new gaskets and torqued to spec. Reinstalled all removed components and filled coolant and trans fluids to proper levels. Verified customer concern, retrieved code P0012 for camshaft timing and oil pressure light is on. Found SSM 49918, performed a compression test and all cylinders passed. Proceed to inspecting engine and determine condition. Remove oil pan and check for oil pump debris, none present. Follow pinpoint TET HK1 through 14. Check oil pressure and oil pressure check out okay. Need M-time for performing SSM49918. Follow pin point test HK for code P0012, HK1 through HK15. VCT solenoid needs to be replace and retest. Remove and replace VCT solenoid, clear code and test drove vehicle, verify repair. All okay at this time. Unable to duplicate concern of overheat. | 07/14/2021 - 09/21/2021 | 46556 | 70 | 571894 Future Ford Of Cloves |

12. Plaintiffs have delivered the vehicle to FORD or its authorized repair facility(s) for repairs of said defects and nonconformities. Defendant has been unable and/or refused to conform Plaintiffs' vehicle to the applicable express and implied warranties under the Act after a

reasonable number of repair attempts; to begin repairs within a reasonable time; and/or to complete repairs within thirty (30) days.

13. Defendant breached the implied warranty of merchantability and implied warranty of fitness in that the subject vehicle was not fit for the ordinary purposes for which such goods are used and was not of the same quality as those generally acceptable in trade. Therefore, the Plaintiffs are entitled to revoke acceptance of the subject vehicle under the Act.

14. Notwithstanding knowledge of Plaintiffs' entitlement, Defendant intentionally failed to comply with its obligations under the Act to repurchase the vehicle and make restitution.

15. 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.

16. Plaintiffs are entitled to justifiably revoke acceptance of the aforementioned vehicle under the Act.

17. Pursuant to the Act, Plaintiffs are entitled to restitution in an amount equal to the actual price paid or payable by Plaintiffs and collateral charges such as sales tax, license fees, registration fees, and other official fees less an amount directly attributable to use by Plaintiffs prior to the time Plaintiffs first delivered the vehicle for repair.

18. Plaintiffs are entitled to recover incidental, consequential, and general damages actually incurred by Plaintiffs resulting from Defendant's failure to comply with its obligations under the Act.

19. Plaintiffs are entitled to recover a sum equal to the aggregate amount of costs and expenses, including attorney's fees based on actual time expended and reasonably incurred in connection with the commencement and prosecution of this action.

20. Plaintiffs are entitled to recover, in addition to the amounts recovered, a civil penalty up to two times the amount of actual damages for Defendant's willful refusal to comply with its responsibilities under the Act.

WHEREFORE, Plaintiffs prays for judgment against Defendant as follows:

(1) For rescission of the contract and restitution of all consideration;

(2) For actual compensation and general damages according to proof at time of trial;

(3) For civil penalty up to two times the amount of actual damages;

(4) For prejudgment interest from the date of rescission;

(5) For actual attorney fees, reasonably incurred;

(6) For costs and expenses reasonably incurred with the commencement and prosecution of this action; and

(7) For such other and further relief as the Court deems just and proper.

Dated: October 5, 2021

[redacted]

## JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury on all issues so triable.

Dated: October 5, 2021

LEMON LAW PRO

[redacted]

[redacted]

v.

FORD MOTOR COMPANY; and DOES 1 - 10,

Defendants.

I, Kimberli C. Zazzi, declare:

1. I am an attorney at law duly admitted to practice before the courts of the State of California and am the attorney of record for Plaintiff [redacted] of the events which have occurred in this matter.

3. The Complaint filed concurrently herewith is filed in a proper place for the trial thereof, for the reason(s) checked below:

☒ This is the county in which the subject matter of the action, or a substantial portion thereof, occurred;

☐ This is the county in which the person against whom the action is brought resides;

☒ This is the county in which the person against whom the action is brought has its principal place of business or is doing business; and/or

☒ This is the county in which the parties entered into the subject transaction.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in [redacted]

[redacted]

[redacted]

[redacted]

[redacted]015 001825 LC SV

[redacted]

of the Court located at 1130 "O" Street, **Fresno, California.**

You must comply with the requirements set forth in the Superior Court of Fresno County, Local Rules, Chapter 2.

Failure to appear at the conference may result in imposition of sanctions, waiver of jury trial, or other adverse consequences.

**Defendants:** Appearance at the Case Management Conference does not excuse you from having to file your response in proper legal form within 30 days after the summons is served on you. Failure to file a response in a timely manner may result in adverse consequences, including a default judgment being entered against you. If you do not have an attorney and wish to retain one, there are attorney referral services, legal aid offices, and private practice attorneys in the Fresno area (most may be found on the internet or the local phone book).

I declare under penalty of perjury under the la
**Case Management and Assignment of Judge f**

Date: **10/14/2021** Cle

[redacted]



[redacted]

23 %

[redacted]

SF668755 Q (10/13)

Ford

FORD OF MONTEBELLO

*"Building Lifelong Relationships With Our Customers"*

**SERVICE AND PARTS OPEN**
MONDAY THRU FRIDAY
7:00 A.M. to 7:00 P.M.
SATURDAYS
7:00 A.M. to 5:00 P.M.
CLOSED SUNDAY

2747 VIA CAMPO
MONTEBELLO, CA 90640
(888) 554-3673 • (323) 838-6920
**www.fordofmontebello.com**
**BAR# ARD204521 EPA# CAL000182089**

[redacted]

PERFORM MULTI POINT INSPECTION, CHECK TIRES, REMOVE WHEELS
TO INSPECT BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS.
TRANSMISSIONS EQUIPED WITH DIPSTICK ONLY
E
COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE
EXPLAINATION OF SERVICE PERFORMED

I acknowledge notice and oral approval of an increase in the original estimated price

Customer Signature or Initials

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------

J# 2 07FOC07 HEATER TECH(S):0565 WARRANTY

CUSTOMER STATES WHEN HEATER IS ON STEAMS COMES OUT AND THERE
IS WATER LEAKING
CHECK AND ADVISE

CK AND VERIFIED CONCERN. CK AC OPERATION. FUNCTIONING AS
DESIGNED. CK FOR DRAINAGE OF WATER AS CONDENSATION BUILDS ON
EVAPORATOR CASE. NO DRAINAGE. LIFT VEHICLE UP REMOVE EXHAUST
SHIELD TO GAIN ACCESS TO DRAIN. HOTLINE WAS CONTACTED TO
VERIFY DRAIN HOSE IN RIGHT SPOT. CK DRAIN HOLE FOR
RESTRICTION. FOUND THERE TO BE FOAM/SEALER TO BE OBSTRUCTING
THE DRAIN. REMOVED CENTER CONSOLE TO FURTHER DIAGNOSE WHERE
THE FOAM IS ABLE TO BE REMOVED. IN ORDER FOR ACCESS TO DRAIN
TUBE TO REMOVE ALL FOAM. REMOVAL OF DASH PANEL WAS REQUIRED.
ONCE DASH WAS REMOVED DRAIN TUBE WAS VISIBLE AND FOAM WAS
REMOVED. REINSTALLED DASH AND CENTER CONSOLE. RETEST
OPERATION OPERATING AS DESIGNED. REQUESTING M-TIME FOR
REMOVAL OF DASH AND REMOVING OBSTRUCTION FROM DRAIN TUBE.

PARTS------QTY---FP-NUMBER----------DESCRIPTION----------UNIT PRICE-

| | | | | |
|---|---|---|---|---|
| | 1 | AY1Z-3R827-A | BOLT | WARRANTY |
| | | | TOTAL - PARTS | 0.00 |

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------

LABOR----------

J# 3 70FQZSERVRENT SERVICE RENTAL TECH(S):0565 INTERNAL

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

The Reynolds and Reynolds Company ERA/NTMVE CC686648 O (09/18)



CUSTOMER COPY ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

**NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK**

SF668755 Q (10/13)

Ford

FORD OF MONTEBELLO

*"Building Lifelong Relationships With Our Customers"*

**SERVICE AND PARTS OPEN**
MONDAY THRU FRIDAY
7:00 A.M. to 7:00 P.M.
SATURDAYS
7:00 A.M. to 5:00 P.M.
CLOSED SUNDAY

2747 VIA CAMPO
MONTEBELLO, CA 90640
(888) 554-3673 • (323) 838-6920
**www.fordofmontebello.com**
**BAR# ARD204521 EPA# CAL000182089**

[redacted]

| | QtyOrd | Qty Del | Price | Ext Total | Grand Total |
|---|---|---|---|---|---|
| ***1. Vehicle Concern*** | | | | | |
| Customer is VIP Quick Service - After washing vehicle attempted to move vehicle and lost power steering, steering wheel was very hard to steer. | | | | | |
| *1 -- Cause/Action to Take* | | | | | |
| VIPQS - VIP Quick Service Dept see line 3 | | | | | |
| *1 -- Correction/Action Taken* | | | | | |
| see line 3 | | | | | |
| Sub Total Parts | | | | | 0.00 |
| SubTotal Job # 1 | | | | | Warranty |
| | | | | | Warranty |
| **2. Vehicle Concern** | | | | | |
| Customer is VIP Quick Service - radio would not turn off customer thinks related to line 1 | | | | | |
| *1 -- Cause/Action to Take* | | | | | |
| VIPQS - VIP Quick Service Dept | | | | | |
| *1 -- Correction/Action Taken* | | | | | |
| VIP | | | | | |
| Sub Total Parts | | | | | 0.00 |
| SubTotal Job # 2 | | | | | Warranty |
| | | | | | Warranty |
| **3. Vehicle Concern** | | | | | |
| Customer States has to jump start vehicle as per battery dead | | | | | |
| *1 -- Cause/Action to Take* | | | | | |
| low battery voltage and cca. | | | | | |
| *1 -- Correction/Action Taken* | | | | | |
| test batery fail, recharge and retet failed, replaced new battery | | | | | |
| **Part Number** **Failed** **Description** | | | | | |
| BAGM48H6760 90487 BATTERY | 1 | 1 | | | 0.00 |

**Notice to Consumer: Please read important information on back.**

PE23-015 001829 LC SV

1. Vehicle Concern

The Works Motorcraft Service Package (5QT), Most Cars and Light Trucks, Install 5 Quarts of Motorcraft Synthetic Blend Oil, Install New Motorcraft Oil Filter, Perform Tire Rotation, Adjust Tire Pressure, Perform Brake Inspection, Perform Multi-Point Vehicle Inspection, Top Off All Fluids, Inspect Belts/Hoses, and Perform Battery Test and Filter Check (Excl. Hybrid) **Cars and Light Trucks ONLY Diesels and High Performance Vehicles EXCLUDED**

*1 – Cause/Action to Take*

WRKS01 - Maintenance

*1 – Correction/Action Taken*

Technician performed oil and filter change, tire rotation, tire pressure check, topped off all fluids, and multi point inspection. 93248 27.24

| Part Number | Failed | Description | | | | | |
|---|---|---|---|---|---|---|---|
| BE8Z6731AC | | KIT ELEMENT GASKET OIL F | 1 | 1 | 6.50 | 6.50 | |
| XO5W20Q1SP | | MOTORCRAFT SAE 5W 20 API GF 5 | 5 | 5 | 5.25 | 26.25 | |
| | | | | | Sub Total Parts | | 32.75 |
| | | | | | SubTotal Job # 1 | | 59.99 |

2. Vehicle Concern

Customer States that tire pressure light is on left rear tpms not responding.

*1 – Cause/Action to Take*

TPMS - No air leak found. Tire Pressure left rear tpms not responding.

*1 – Correction/Action Taken*

Inspected all four tires and found... 93248 0.00

Front Left: _35___ PSI Front Right: __35___ PSI

Rear Left: _35___ PSI Rear Right: __35___ PSI

Performed left rear tpms replacement.

**Notice to Consumer: Please read important information on back.**

PE23-015 001830 LC SV

Perform courtesy Multi-Point Inspection (MPI)

*1 – Cause/Action to Take*

Q99PX - Multi-Point Inspection completed. See Attached Report Card.

*1 – Correction/Action Taken*

Technician performed courtesy Multi-point Inspection. See attahcment

PAID

JUL 11 2019

| | Total | Total |
|---|---|---|
| Sub Total Parts | | 0.00 |
| SubTotal Job # 5 | | 0.00 |
| | | 0.00 |

ALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are
ven a menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or
dditional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are
mputed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices
e based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain
npetitive.
believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless
ow long the repair actually takes to be completed.

**VICE DEPARTMENT HOURS:**
**MONDAY - FRIDAY: 7:00 A.M. TO 7:00 P.M.**
**SATURDAY: 8:00 A.M. TO 5:00 P.M.**

**RESERVATIONS: 844-287-7148**

**SERVICE SPECIALS @ WWW.GALPINSPECIALS.COM**

All parts are new unless otherwise specified

"I acknowledge notice and oral approval of an increase in the orginal estimated price."

Signature or initials _____

| | |
|---|---|
| Total Labor | 27.24 |
| Total Parts | 32.75 |
| Total Sublet | 0.00 |
| Misc. Chrgs | 0.00 |
| Car Rental | 0.00 |
| Freight | 0.00 |
| Deductible | 0.00 |
| Special Tax | 0.00 |
| Haz Mat Chrg | 0.00 |
| Sales Tax | 3.11 |
| **AMOUNT DUE** | **63.10** |

**Notice to Consumer: Please read important information on back.**

LEMON LAW EXPERTS

December 11, 2019

**** PLEASE RESPOND VIA EMAIL TO CONTACT@NOLEMON.COM ****

**SENT VIA U.S. MAIL ONLY**

**FMC Consumer Claims**
**Ford Motor Company**
One American Road, Suite 400
Dearborn, MI 48126

[redacted]

***Notice of Representation by Counsel***

Dear Sir or Madam:

Please be advised that our office has been retained to repre[redacted]with regard to claims against Ford Motor Company pursuant to the Song-Beverly Consumer Warranty Act, California *Civil Code* § 1790, *et. seq*., ("California Lemon Law") and/or the Federal Magnuson-Moss Warranty Act, 15 U.S.C. 2310, with regard to the above-referenced vehicle.

Having now been advised as to our representation, KINDLY CEASE AND DESIST FROM ANY FURTHER CONTACT OR COMMUNICATIONS, WRITTEN, VERBAL, OR OTHERWISE WITH OUR CLIENT, thereby directing all future correspondence and communications regarding this matter to our office, exclusively. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

You are hereby notified that pursuant to California *Civil Code* § 1794(d) and/or 15 U.S.C. 2310(d), that any settlement made with our client requires the payment of our attorney's fees and costs. If a settlement is reached between you and our client that does not make arrangements for the payment of our attorney's fees and costs, we will be forced to file suit against you. In addition, through this correspondence, you are hereby notified of our attorney's lien.

Our client hereby requests that you comply with California *Civil Code* § 1793.2(d)(2) and seeks relief for numerous defects, non-conformities, and unsuccessful repair attempts with regard to the subject vehicle. These defects and non-conformities include, but are not limited to the following:

1. Defective steering system;

2. Defective audio system;

3. Defective ignition system;

4. Defective tire pressure monitoring system; and

5. Any additional complaints made by our client, whether or not they are contained in your company's records or on any repair orders.

The defects and non-conformities listed hereinabove constitute a substantial impairment of the use, value and/or safety of the vehicle. As a result of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. Accordingly, you are hereby notified that my client is revoking acceptance of this vehicle and my client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including all finance charges, all collateral charges, any trade-in value given, and incidental and consequential damages.

To avoid the unnecessary time and expense of litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees and costs. Please keep in mind that at this stage, our attorneys' fees and costs are minimal. It is our desire to resolve this matter as amicably and expeditiously as possible without the need for causing either party to incur any unnecessary expenses.

Accordingly, if you wish to proceed with a quick resolution of this matter, please feel free to contact my office. Please be advised that if the matter has not been resolved within fourteen (14) days from the date of this correspondence, we will have no choice but to file suit. To streamline the process, you may contact me via email at **contact@nolemon.com**.

[redacted]

**** PLEASE RESPOND VIA EMAIL TO CONTACT@NOLEMON.COM ****

[redacted]

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Consumer Law Experts, PC gives notice of a contractual lien for attorney's fees against ANY recovery in the above-referenced matter by Plaintiff [redacted] Pursuant to California law, this lien is a priority lien.

This Notice of Lien is filed pursuant to *Hansen v. Jacobsen* (1986) 186 Cal. App. Ed. 350, 356-357, which provides that filing a Notice of Lien in a pending action is a proper method to give notice of the lien to all parties and their attorneys.

Any party or attorney for that party who, without knowledge of the lien, whether filed or not, distributes any funds to Plaintiff without first satisfying this lien may be held personally liable under theories including common counts, conversion, breach of fiduciary duty, etc. for the amount due under the lien pursuant to *Siciliano v. Fireman's Fund Insurance Co.* (1976) 62 Cal. App. 3d 745, 750-751, *Kaiser Foundation Health Plan, Inc. V. Aguiluz* (1996) 47 Cal. App. 4th 302; and *Miller v. Rau* (1963) 216 Cal. App. 2d 68.

[redacted]

[redacted]

NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

SF668755 Q (10/13)

Ford

FORD OF MONTEBELLO

*"Building Lifelong Relationships With Our Customers"*

**SERVICE AND PARTS OPEN**
MONDAY THRU FRIDAY
7:00 A.M. to 7:00 P.M.
SATURDAYS
7:00 A.M. to 5:00 P.M.
CLOSED SUNDAY

2747 VIA CAMPO
MONTEBELLO, CA 90640
(888) 554-3673 • (323) 838-6920
**www.fordofmontebello.com**
**BAR# ARD204521 EPA# CAL000182089**

[redacted]

PERFORM MULTI POINT INSPECTION, CHECK TIRES, REMOVE WHEELS
TO INSPECT BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS.
TRANSMISSIONS EQUIPED WITH DIPSTICK ONLY
E
COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE
EXPLAINATION OF SERVICE PERFORMED

I acknowledge notice and oral approval of an increase in the original estimated price

Customer Signature or Initials

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------

J# 2 07FOC07 HEATER TECH(S):0565 WARRANTY

CUSTOMER STATES WHEN HEATER IS ON STEAMS COMES OUT AND THERE
IS WATER LEAKING
CHECK AND ADVISE

CK AND VERIFIED CONCERN. CK AC OPERATION. FUNCTIONING AS
DESIGNED. CK FOR DRAINAGE OF WATER AS CONDENSATION BUILDS ON
EVAPORATOR CASE. NO DRAINAGE. LIFT VEHICLE UP REMOVE EXHAUST
SHIELD TO GAIN ACCESS TO DRAIN. HOTLINE WAS CONTACTED TO
VERIFY DRAIN HOSE IN RIGHT SPOT. CK DRAIN HOLE FOR
RESTRICTION. FOUND THERE TO BE FOAM/SEALER TO BE OBSTRUCTING
THE DRAIN. REMOVED CENTER CONSOLE TO FURTHER DIAGNOSE WHERE
THE FOAM IS ABLE TO BE REMOVED. IN ORDER FOR ACCESS TO DRAIN
TUBE TO REMOVE ALL FOAM. REMOVAL OF DASH PANEL WAS REQUIRED.
ONCE DASH WAS REMOVED DRAIN TUBE WAS VISIBLE AND FOAM WAS
REMOVED. REINSTALLED DASH AND CENTER CONSOLE. RETEST
OPERATION OPERATING AS DESIGNED. REQUESTING M-TIME FOR
REMOVAL OF DASH AND REMOVING OBSTRUCTION FROM DRAIN TUBE.

PARTS------QTY---FP-NUMBER----------DESCRIPTION----------UNIT PRICE-

| | | | | |
|---|---|---|---|---|
| 1 | AY1Z-3R827-A | BOLT | | WARRANTY |
| | | | TOTAL - PARTS | 0.00 |

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------

LABOR----------

J# 3 70FQZSERVRENT SERVICE RENTAL TECH(S):0565 INTERNAL

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

The Reynolds and Reynolds Company ERA/NTMVE CC686648 O (09/18)



CUSTOMER COPY ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

SF668755 Q (10/13)

Ford

FORD OF MONTEBELLO

*"Building Lifelong Relationships With Our Customers"*

**SERVICE AND PARTS OPEN**
MONDAY THRU FRIDAY
7:00 A.M. to 7:00 P.M.
SATURDAYS
7:00 A.M. to 5:00 P.M.
CLOSED SUNDAY

2747 VIA CAMPO
MONTEBELLO, CA 90640
(888) 554-3673 • (323) 838-6920
**www.fordofmontebello.com**
**BAR# ARD204521 EPA# CAL000182089**

[redacted]

| | QtyOrd | Qty Del | Price | Ext Total | Grand Total |
|---|---|---|---|---|---|
| **1. Vehicle Concern** | | | | | |
| Customer is VIP Quick Service - After washing vehicle attempted to move vehicle and lost power steering, steering wheel was very hard to steer. | | | | | |
| *1 -- Cause/Action to Take* | | | | | |
| VIPQS - VIP Quick Service Dept see line 3 | | | | | |
| *1 -- Correction/Action Taken* | | | | | |
| see line 3 | | | | | |
| | | | | | 0.00 |
| Sub Total Parts | | | | | Warranty |
| SubTotal Job # 1 | | | | | Warranty |
| **2. Vehicle Concern** | | | | | |
| Customer is VIP Quick Service - radio would not turn off customer thinks related to line 1 | | | | | |
| *1 -- Cause/Action to Take* | | | | | |
| VIPQS - VIP Quick Service Dept | | | | | |
| *1 -- Correction/Action Taken* | | | | | |
| VIP | | | | | |
| | | | | | 0.00 |
| Sub Total Parts | | | | | Warranty |
| SubTotal Job # 2 | | | | | Warranty |
| **3. Vehicle Concern** | | | | | |
| Customer States has to jump start vehicle as per battery dead | | | | | |
| *1 -- Cause/Action to Take* | | | | | |
| low battery voltage and cca. | | | | | |
| *1 -- Correction/Action Taken* | | | | | |
| test batery fail, recharge and retet failed, replaced new battery | | | | | |
| **Part Number** **Failed** **Description** | | | | | |
| BAGM48H6760 90487 BATTERY | 1 | 1 | | | 0.00 |

**Notice to Consumer: Please read important information on back.**

1. Vehicle Concern

The Works Motorcraft Service Package (5QT), Most Cars and Light Trucks, Install 5 Quarts of Motorcraft Synthetic Blend Oil, Install New Motorcraft Oil Filter, Perform Tire Rotation, Adjust Tire Pressure, Perform Brake Inspection, Perform Multi-Point Vehicle Inspection, Top Off All Fluids, Inspect Belts/Hoses, and Perform Battery Test and Filter Check (Excl. Hybrid) **Cars and Light Trucks ONLY Diesels and High Performance Vehicles EXCLUDED**

*1 – Cause/Action to Take*

WRKS01 - Maintenance

*1 – Correction/Action Taken*

Technician performed oil and filter change, tire rotation, tire pressure check, topped off all fluids, and multi point inspection. 93248 27.24

| Part Number | Failed | Description | | | | | |
|---|---|---|---|---|---|---|---|
| BE8Z6731AC | | KIT ELEMENT GASKET OIL F | 1 | 1 | 6.50 | 6.50 | |
| XO5W20Q1SP | | MOTORCRAFT SAE 5W 20 API GF 5 | 5 | 5 | 5.25 | 26.25 | |
| | | | | | Sub Total Parts | | 32.75 |
| | | | | | SubTotal Job # 1 | | 59.99 |

2. Vehicle Concern

Customer States that tire pressure light is on left rear tpms not responding.

*1 – Cause/Action to Take*

TPMS - No air leak found. Tire Pressure left rear tpms not responding.

*1 – Correction/Action Taken*

Inspected all four tires and found... 93248 0.00

Front Left: _35___ PSI Front Right: __35___ PSI

Rear Left: _35___ PSI Rear Right: __35___ PSI

Performed left rear tpms replacement.

**Notice to Consumer: Please read important information on back.**

PE23-015 001837 LC SV

[redacted]

Perform courtesy Multi-Point Inspection (MPI)

*1 – Cause/Action to Take*

Q99PX - Multi-Point Inspection completed. See Attached Report Card.

*1 – Correction/Action Taken*

Technician performed courtesy Multi-point Inspection. See attahcment

PAID

JUL 11 2019

| | Total | Total |
|---|---|---|
| Sub Total Parts | | 0.00 |
| SubTotal Job # 5 | | 0.00 |
| | | 0.00 |

ALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are
ven a menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or
dditional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are
mputed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices
e based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain
npetitive.
believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless
ow long the repair actually takes to be completed.

**VICE DEPARTMENT HOURS:**

**MONDAY - FRIDAY:** 7:00 A.M. TO 7:00 P.M.
**SATURDAY:** 8:00 A.M. TO 5:00 P.M.

**RESERVATIONS:** 844-287-7148

**SERVICE SPECIALS @ WWW.GALPINSPECIALS.COM**

All parts are new unless otherwise specified

"I acknowledge notice and oral approval of an increase in the orginal estimated price."

Signature or initials _____

| | |
|---|---|
| Total Labor | 27.24 |
| Total Parts | 32.75 |
| Total Sublet | 0.00 |
| Misc. Chrgs | 0.00 |
| Car Rental | 0.00 |
| Freight | 0.00 |
| Deductible | 0.00 |
| Special Tax | 0.00 |
| Haz Mat Chrg | 0.00 |
| Sales Tax | 3.11 |
| **AMOUNT DUE** | **63.10** |

**Notice to Consumer: Please read important information on back.**

PE23-015 001838 LC SV



LEMBERG LAW

**Sergei Lemberg, Esq.**
**Managing Partner**
✆ +1.203.653.2250 x5500
☎ +1.203.653.3424

[redacted]

Dear Sir or Madam:

Lemberg Law L.L.C. is writing on behalf of the above client with regard to the above vehicle purchased in Georgia State. **Please consider this your notice to correct the defect specific below.** We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Georgia consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service at least fifty-eight (58) days and subject to repairs due to the engine failure and engine shutting down when in ECO mode, and the latter defect continues to persist.

The defects in the vehicle substantially impair its use, value, and safety to our client, and constitute a breach of warranty. Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the vehicle until the purchase price is returned, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired.

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

*/s/ Sergei Lemberg*

Sergei Lemberg

[redacted]

| Year | Make | Model | | | |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | UTIL | GRAY | |

203632A

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Installed CM5Z 6K679 B :PIPE - OIL FEED | Qty: 1 | Warranty |
| Installed CM5Z 8255 A :GASKET | Qty: 1 | Warranty |
| Installed BM5Z 2A572 A :GASKET - VACUUM PUMP | Qty: 1 | Warranty |
| Installed HYFS 093 YEC :SPARK PLUG | Qty: 3 | Warranty |
| Installed W715775 S300 :RING | Qty: 1 | Warranty |
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. | Qty: 6 | Warranty |
| Installed CM5Z 6C683 A :FILTER ASY | Qty: 1 | Warranty |
| Installed GN1Z 6C646 A :DUCT - AIR | Qty: 1 | Warranty |
| Installed CM5Z 6A345 A :BOLT - HEX.HEAD | Qty: 1 | Warranty |
| Installed CM5Z 6L092 A :TUBE ASY - DRAIN | Qty: 1 | Warranty |
| Installed ZC 31 B :CLEANER - METAL SURFACE | Qty: 1 | Warranty |
| Installed PM 4 A :BRAKE CLEANER | Qty: 1 | Warranty |
| Installed ZC 20 :SHAMPOO - ENGINE | Qty: 1 | Warranty |
| Installed ZC 30 :REMOVER - SILICONE | Qty: 1 | Warranty |
| Installed TA 357 :SEALANT - SILICONE | Qty: 1 | Warranty |
| Installed CM5Z 6K682 L :TURBOCHARGER ASY | Qty: 1 | Warranty |
| Installed CM5Z 8548 C :TUBE - WATER INLET | Qty: 1 | Warranty |
| Installed H1BZ 9F472 B :SENSOR - HEGO | Qty: 1 | Warranty |
| verify concern low oil press upon inspection eng had 8 psi via datalogger metal found in oil search oasis found ssm 49918 repl eng and turbo assy | | |
| #2 - MR 99PX: MULTIPOINT INSPECTION CARS AND LIGHT TRUCKS<br>Tech: HEDSTROM, CHRIS(559) | 0.00hrs | Warranty |
| #3 * MR Customer Reports: rental<br>ADDED OPERATION<br>Tech: HEDSTROM, CHRIS(559) | 0.00hrs | Warranty |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

© 2019 DEALERTRACK TECHNOLOGIES - Dealership Application Group

| | |
|---|---|
| LABOR | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

| Year | Make | Model | | | |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | UTIL | GRAY | |

203632A

| | | AMOUNT |
|---|---|---|
| #1 - MR Customer Reports: customer state there is a low oil pressure light come on and making a noise from the engine | | |
| Corrected by 6007A: (N50) (42) Engine Assembly Remove and Install. | | |
| Tech: HEDSTROM, CHRIS(559) | 8.10hrs | Warranty |
| Corrected by 6007A34: Service Engine Assembly FR (Ford Remanufactured En | | |
| Tech: HEDSTROM, CHRIS(559) | 3.30hrs | Warranty |
| Work performed by ENTERPRISE : 5K244M () Labor: | | Warranty |
| Work performed by ENTERPRISE : 5K244M () Parts: | | Warranty |
| Work performed by FAIRGROUND BODYSHOP : 103926 () | | Warranty |
| Installed G1FZ 6006 A :SERVICE ENGINE ASY | Qty: 1 | Warranty |
| Installed F1FZ 6379 A :BOLT - HEX.HEAD | Qty: 5 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty |
| Installed F1FZ 6379 A :BOLT - HEX.HEAD | Qty: 1 | Warranty |
| Installed W715618 S437 :NUT | Qty: 4 | Warranty |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | Qty: 1 | Warranty |
| Installed 4R8Z 6N652 A :GASKET | Qty: 1 | Warranty |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 1 | Warranty |
| Installed W715141 S442 :BOLT | Qty: 1 | Warranty |
| Installed W716271 S437 :NUT | Qty: 8 | Warranty |
| Installed CM5Z 9450 A :GASKET | Qty: 1 | Warranty |
| Installed CM5Z 9J323 A :TUBE ASY | Qty: 1 | Warranty |
| Installed CM5Z 9439 A :GASKET - INTAKE MANIFOLD | Qty: 3 | Warranty |
| Installed F1FZ 9N454 G :HEAT SHIELD | Qty: 1 | Warranty |
| Installed W715309 S300 :STUD | Qty: 8 | Warranty |

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

©2018 DEALERTRACK TECHNOLOGIES - Dealership Application Group

[redacted]

...37502 OF 5/14/25 Ded 100

#1 - Customer Reports:
Customer states the car will shut down after auto-stop an a warning message shows up on the dash? FSE appt set for the 25th of May
Richard Adam 5/25/22
FSE REVIEW INSP. TEST DRove 38 miles
BATTERY FAILED BATTERY TEST- BATTERY
REPLACED. NO FURTHER REPAIRS DIRECTED
W
W
W
W

#2 - 99PX: MULTIPOINT INSPECTION CARS AND LIGHT TRUCKS
W

#3 * WRKS: THE WORKS VEHICLE CHECK UP
OIL CHANGE AND TIRE ROTATION
Fred P. 372
C
C

Estimate: .80 57.45

#4 Replace battery 104

Original Estimate: 57.45

| CO# | RO# | Date | Miles | Service Writer | Tech | Time | Total |
|---|---|---|---|---|---|---|---|
| LI1 | 6269747 | 1/31/22 | 28397 | BENNIE COLLINS | | | .00 |
| | W | customer state there is a low oil pressure light | | | 559 | 11.40 | |
| | W | 99PX: MULTIPOINT INSPECTION CARS AND LIGHT TRUCKS | | | 559 | .00 | |
| | W | rental | | | 559 | .00 | |
| LI1 | 6253571 | 4/12/21 | 21894 | JIMMY JACOBS | | | .00 |
| | I | 129: USED CAR INSPECTION CAR/ TRUCK | | | 372 | 1.00 | |
| | I | 126: STATE EMISSION INSPECTION UCD | | | 372 | .30 | |
| 1 | I | WRKS: THE WORKS VEHICLE CHECK UP | | | 372 | .80 | |
| | I | GPSUC: ADD ZAZ UNIT TO USED CAR | | | 372 | .50 | |

APPT

WAITER

BAGM 48HC7CO 5/19/25

57.45

"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. 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." 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 nor authorizes any other person to assume for it liability in connection with the sale of said products. Any Limitation contained herein does not apply where prohibited by law.

© 1998 ARKONA, Inc. - Dealership Application Group (800) 945-1028

Customer Signature



# LAW OFFICES OF JASON S HEGEDUS PLLC

Attorneys and Counselors at Law
2180 North Loop West
Suite 150
Houston, TX 77018

Telephone (281) 742-9501
Facsimile (888) 809-7010
Email: info@hegalaw.com

July 27, 2021

Ford Motor Company
P.O. Box 6248
Dearborn, MI 48126

[redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of [redacted] elating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LAW OFFICES OF JASON S HEGEDUS PLLC
By: s/n Adam Mott
Attorney for Plaintiff

CC: Casa Ford, 5815 Montana Ave, El Paso, TX 79925

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| [redacted] | | | | | |

| | AMOUNT |
|---|---|
| #1 - MR 12650D: EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N<br>CHECK ENGINE LIGHT ON<br>Caused by<br>.<br>Tech: DAMIAN RUIZ(788) 0.20hrs<br>4650 PERFORMED A DIAGNOSIS AND FOUND DTC P0299<br>TURBO UNDER BOOST. SMOKE TESTED SYSTEM AND FOUND T<br>HE CLAMP GOING TO THROTTLE BODY NOT HOLDING PROPER<br>LY AND RESULTING IN A LEAK. REPLACED CLAMP AND RE<br>TESTED. NO LEAKS FOUND AFTER REPAIRS. | Warranty |
| #2 - MR 12650D45: ENGINE MODULE - DIAGNOSTIC PIN POINT TEST - L<br>LOSS OF POWER<br>Tech: DAMIAN RUIZ(788) 0.30hrs<br>4650 SEE LINE A | Warranty |
| #3 - MR S1700: DRIVEABILITY<br>WRENCH LIGHT COMING ON<br>Tech: DAMIAN RUIZ(788) 0.00hrs<br>Sub Total: Labor: .00 Parts: .00 Total: .00<br>4650 SEE LINE A | |
| #4 - MR S1700: DRIVEABILITY<br>Tech: DAMIAN RUIZ(788) 0.00hrs<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

| | |
|---|---|
| LABOR | 61.00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | 61.00 |

[redacted]

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT FWD | | RR_RUBY_RE | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| [redacted] | |
| #1 - MR S1700: DRIVEABILITY<br>CHECK ENGINE LIGHT COMING ON<br>Tech: DAMIAN RUIZ(788) 0.00hrs<br>46340 PERFORMED A DIAGNOSIS. HAS DTCS RELATED T O DIFFERENT ISSUES. 1 THE OIL CAP WAS OFF RESULTIN G IN A LEAN CONDITION. THE 2ND HAS U CODES RELATED TO ABS. UPDATED PCM AND RESET KAM. ROAD TESTED. V ERIFIED REPAIRS | |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

| | |
|---|---|
| LABOR | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

[redacted]

| 2020 | FORD | ECOSPORT FWD | | RR_RUBY_RE | |
|---|---|---|---|---|---|

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| #1 - MR LOF: FIRST COMPLIMENTARY OIL CHANGE<br>FIRST COMPLIMENTARY OIL CHANGE<br>Tech: SERGIO A MARCO(348) 0.60hrs<br>Installed FL910SB12 :<br>10250 OIL AND FILTER CHANGED SET OIL | Internal<br>Internal |
| #2 - MR 9998: LUBE-OIL-GREASE CHARGES<br>99PX 99PX EXPRESS LUBE MULTIPOINT INSPECTION<br>10250 CHECK OK | |
| #3 - MR 99PX: 99PX 99PX EXPRESS LUBE MULTIPOINT INSPECTION<br>Tech: SERGIO A MARCO(348) 0.00hrs<br>Sub Total: Labor: .00 Parts: .00 Total: .00 | |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties 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 | 12.00 |
| PARTS | 7.27 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | 19.27 |

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

[redacted]

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT FWD | | RR_RUBY_RE | |

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| [redacted] | | |
| #1 - MR NWD: NO WORK DONE<br>PASSENGER REAR TIRE HAS NAIL IN IT CHECK AND REPOR<br>T<br>Tech: (605) | 0.00hrs | Internal |
| 5440 VEHICLE HAS NO ROAD HAZARD COVERAGE, NO WO<br>RK DONE. CUSTOMER DECLINED WORK | | |

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 | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

[redacted]

| 2020 | FORD | ECOSPORT FWD | | RR_RUBY_RE | |
|---|---|---|---|---|---|
| | | | | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| [redacted] | |
| #1 - MR OPN: OPERATION NORMAL<br>VEHICLE DOES NOT START<br>Tech: ALAN SIFUENTES(898) 0.00hrs<br>7 TEST BATTERY, BATTERY TEST PASSED, CHARGED BA<br>TTERY AND CHECKED CHARGING SYSTEM, NO PROBLEMS FOU<br>ND. | |

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 | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| 2020 | FORD | ECOSPORT FWD | | RR_RUBY_RE | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| [redacted] | |
| #1 - MR 217A: SERVICE FOR DELIVERY<br>SERVICE FOR DELIVERY<br>Tech: JOSE VEGA(498) 1.10hrs | Internal |
| #2 - MR TSI2Y: TEXAS STATE INSPECTION, 2 YEAR STICKER<br>TEXAS STATE INSPECTION, 2 YEAR STICKER<br>Tech: JOSE VEGA(498) 0.20hrs | Internal |

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 | 109.81 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | 109.81 |

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

# Repair Order Detail - Customer Copy

[redacted]

A CUSTOMER STATES THERE IS A CHECK ENGINE LIGHT ON, VEHICLE HAS NO POWE, WILL STALL AND BRAKES ARE VERY STIFF. CHECK AND ADVISE

| | | | |
|---|---|---|---|
| 6051A | WAR | GASKET - CYLINDER HEAD - IN VEHICLE - REPLACE (6051) - L | N/C |
| Tech(s): 12401 | | | |
| 6051A8 | WAR | CYLINDER HEAD ASSEMBLY - REPLACE (6049) - L | N/C |
| Tech(s): 12401 | | | |
| 6051A10 | WAR | CYLINDER HEAD GASKET - LEAKAGE (EXTERNAL LEAKS) - TEST - L | N/C |
| Tech(s): 12401 | | | |
| 6051A11 | WAR | COMPRESSION PRESSURE - CHECK - L | N/C |
| Tech(s): 12401 | | | |
| 6051AXQ | WAR | GASKET - CYLINDER HEAD - IN VEHICLE - REPLACE (6051) - L EXTRA TIME FOR A POST-REPAIR ROAD TEST. | N/C |
| Tech(s): 12401 | | | |

| | | | |
|---|---|---|---|
| CM5Z*6268*A | 1 | BELT - TIMING | N/C |
| CM5Z*9439*A | 3 | GASKET - INTAKE MANIFOLD | N/C |
| F1FZ*9N454*G | 1 | HEAT SHIELD | N/C |
| *W715309*S300 | 4 | STUD | N/C |
| *W716271*S437 | 6 | NUT | N/C |
| CM5Z*9450*A | 1 | GASKET | N/C |
| 4R8Z*6N652*A | 1 | GASKET | N/C |
| VC*13*G | 1 | ANTI-FREEZE | N/C |
| CM5Z*6065*A | 8 | BOLT - HEX.HEAD | N/C |
| CM5Z*6500*T | 2 | TAPPET - VALVE | N/C |
| CM5Z*6500*H | 3 | TAPPET - VALVE | N/C |
| E3BZ*6C525*A | 1 | CAM | N/C |
| CM5Z*6C570*B | 1 | VALVE ASY | N/C |
| E3BZ*6C525*A | 1 | CAM | N/C |
| CM5Z*6049*E | 1 | CYLINDER HEAD ASY | N/C |
| CM5Z*6051*B | 1 | GASKET - CYLINDER HEAD | N/C |
| CM5Z*6250*A | 1 | CAMSHAFT | N/C |
| CM5Z*2A451*B | 1 | PUMP ASY - VACUUM | N/C |
| CM5Z*6584*B | 1 | GASKET | N/C |
| HYFS*093*YEC | 3 | SPARK PLUG | N/C |

# Repair Order Detail - Customer Copy

[redacted]

| | | | |
|---|---|---|---|
| CM5Z*8255*B | 1 GASKET | | N/C |
| CM5Z*6700*B | 1 SEAL ASY - CRANKSHAFT OIL - FR | | N/C |
| CM5Z*6A345*A | 1 BOLT - HEX.HEAD | | N/C |
| CM5Z*6C570*B | 1 VALVE ASY | | N/C |

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00

Story: 50338 Connected the fdrs to the vehicle and found code p0303 (misfire on cylinder 3) performed compression test on all cylinders and found cylinder number 3 low. performed a leak down test and found an exhaust valve leaking. also found exhaust cam broken. it broke due to vacuum pump getting seized the exhaust camshaft and the vacuum pump where replaced. also the cylinder head had to be replaced. Remove water outlet on the right side of the head also remove the coolant fan to get to the exhaust manifold with the turbo. Remove all vacuum hoses and electrical connectors on the way. also removed the intake manifold and the timing cover. removed the old head and installed the new head. had to measured the clearance between the cams and the tappet. got everything together the new cam and new head installed with all the new tappets. had to replace the phacer for the exhaust side it was damaged also the bolt. put everything back together and performed a Misfire Monitor Profile Correction routine. drove vehicle for more than 10 miles. the miss fire went away and the vehicle is working good. DUE TO TECHNICAL DIFFICULTIES WITH REPAIR ORDER IN OUR DMS, UNABLE TO RUN COMPLETE TIME AND VEHICLE NECESSARY TO CLOSE AND RELEASE. MANUAL TIME STAMPS ON THE BACK OF THE REPAIR ORDER HARD COPY.

B PERFORM MULTI-POINT VEHICLE INSPECTION.

| | | | |
|---|---|---|---|
| 99P | IPS | PERFORM MULTI-POINT VEHICLE INSPECTION. | N/C |

Tech(s): 131226

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

| | |
|---|---|
| Customer Pay | |
| Labor | 0.00 |
| Parts | 0.00 |
| Lube | 0.00 |
| Sublet | 0.00 |
| Miscellaneous/Shop Charge | 0.00 |
| Deductible | 0.00 |

# Repair Order Detail - Customer Copy

[redacted]

A CUSTOMER STATES VEHICLE WOULD NOT ACCELERATE AND WRENCH LIGHT CAME ON. BURNING SMELL COMING FROM ENGINE. CHECK AND ADVISE.

| | | | |
|---|---|---|---|
| 12650D | WAR | EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N | N/C |
| Tech(s): 34117 | | | |
| 9438A | WAR | TURBOCHARGER ASSEMBLY - REMOVE AND INSTALL OR REPLACE (6K682/9G438/9T514) - L | N/C |
| Tech(s): 34117 | | | |
| 9438AXQ | WAR | TURBOCHARGER ASSEMBLY - REMOVE AND INSTALL OR REPLACE (6K682/9G438/9T514) - L EXTRA TIME FOR A POST-REPAIR ROAD | N/C |
| Tech(s): 34117 | | | |
| 12650DX1 | WAR | EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N EXTRA TIME TO REPEAT FINAL QUICK TEST | N/C |
| Tech(s): 34117 | | | |
| *W716271*S437 | | 8 NUT | N/C |
| *W715309*S300 | | 8 STUD | N/C |
| CM5Z*6K682*L | | 1 TURBOCHARGER ASY | N/C |
| 4R8Z*6N652*A | | 1 GASKET | N/C |
| XO*5W20*Q1SP | | 5 MOTORCRAFT SAE 5W-20 API GF-6A | N/C |
| BE8Z*6731*AB | | 1 KIT - ELEMENT & GASKET - OIL F | N/C |
| F1FZ*9N454*G | | 1 HEAT SHIELD | N/C |
| CM5Z*9450*A | | 1 GASKET | N/C |

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00

Story: 50440 connected the IDS and found code (P0299 - Turbocharger/ Supercharger A Under boost Condition).the vehicle had to remove intake tubing to check the inside of the turbo. found a lot of oil and excessive play. had replaced the turbo. had to remove the timing cover all coolant lines oil lines and piping. installed new new turbocharger oil supply filter, new turbo new gaskets and seals for the lines. removed all the old oil and filled the engine up with new oil. and refill the coolant system. drove

# Repair Order Detail - Customer Copy

[redacted]

vehicle for more than 10 miles and vehicle is working within specs.

~~~
~~~

# Repair Order Detail - Customer Copy

[redacted]

A CUSTOMER STATES THERE IS A CHECK ENGINE LIGHT ON AND THE VEHICLE IS SMOKING.

| | | | |
|---|---|---|---|
| 9438A | WAR | TURBOCHARGER ASSEMBLY - REMOVE AND INSTALL OR REPLACE (6K682/9G438/9T514) - L | N/C |
| Tech(s): 12401 | | | |
| 9438AXQ | WAR | TURBOCHARGER ASSEMBLY - REMOVE AND INSTALL OR REPLACE (6K682/9G438/9T514) - L EXTRA TIME FOR A POST-REPAIR ROAD | N/C |
| Tech(s): 12401 | | | |
| MT5E212 | WAR | TIME TO INSPECT AND REPLACE CAT CONVERTER | N/C |
| Tech(s): 12401 | | | |
| CM5Z*8255*B | | 1 GASKET | N/C |
| CM5Z*6K682*L | | 1 TURBOCHARGER ASY | N/C |
| CM5Z*00812*H | | 2 BOLT - SPECIAL | N/C |
| CM5Z*00812*E | | 10 BOLT | N/C |
| CM5Z*00812*F | | 4 BOLT | N/C |
| *W715141*S442 | | 1 BOLT | N/C |
| *W715195*S437 | | 6 BOLT | N/C |
| *W715474*S437 | | 14 BOLT AND WASHER ASY - HEX.HEAD | N/C |
| CM5Z*6A345*A | | 1 BOLT - HEX.HEAD | N/C |
| GN1Z*5A215*A | | 1 CLAMP - EXHAUST | N/C |
| GN1Z*6C646*A | | 1 DUCT - AIR | N/C |
| BE8Z*6731*AB | | 1 KIT - ELEMENT & GASKET - OIL F | N/C |
| CM5Z*6C683*A | | 1 FILTER ASY | N/C |
| 4R8Z*6N652*A | | 1 GASKET | N/C |
| CM5Z*9450*A | | 1 GASKET | N/C |
| CM5Z*6584*B | | 1 GASKET | N/C |
| CM5Z*6L092*A | | 1 TUBE ASY - DRAIN | N/C |
| *W716271*S437 | | 8 NUT | N/C |
| CM5Z*6K679*B | | 1 PIPE - OIL FEED | N/C |
| *W500414*S442 | | 8 BOLT | N/C |
| CM5Z*9229*A | | 3 KIT - "O" RING | N/C |
| AA5Z*9E583*A | | 1 SEAL | N/C |
| CM5Z*6700*B | | 1 SEAL ASY - CRANKSHAFT | N/C |

# Repair Order Detail - Customer Copy

[redacted]

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

OIL - FR

| | | | |
|---|---|---|---|
| CM5Z*9J323*A | 1 | TUBE ASY | N/C |
| CM5Z*6378*A | 1 | WASHER | N/C |
| J2BZ*5E212*B | 1 | CONVERTER ASY | N/C |
| H1BZ*9F472*B | 1 | SENSOR - HEGO | N/C |

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00

Story: 50573 found a bad bearing inside the turbo. turbo had play it had more than minimum specs. replaced turbo and catalytic converter due t0 converter full of oil. had to remove the valve cover, alternator, high pressure pump fuel rail, the ignition coils, the throttle body and the water pump to remove the front timing cover. removed timing cover to get to the oil supply filter. removed the filter and found metal shavings. removed the catalytic converter and found oil inside. removed coolant lines and oil lines from the turbo to remove it. installed back the timing cover and the valve cover. also install new line seals and new lines. installed turbo back with new studs and new gaskets. after installing the turbo an oil change was performed. also replace oil filter. had to open oil filter to inspect the inside. filter had metal shavings. drove vehicle for more than 10 miles and everything is working within specs. CAUSAL PART #6K682

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

B PERFORM MULTI-POINT VEHICLE INSPECTION.

| | | | |
|---|---|---|---|
| 99P | IPS | PERFORM MULTI-POINT VEHICLE INSPECTION. | N/C |
| Tech(s): | 34117 | | |
| SUBL | IPS | EXCEED DETAIL WASH AND VAC INV#16644 | N/C |

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

| Customer Pay | |
|---|---|
| Labor | 0.00 |
| Parts | 0.00 |
| Lube | 0.00 |
| Sublet | 0.00 |
| Miscellaneous/Shop Charge | 0.00 |
| Deductible | 0.00 |
| Total Charges | 0.00 |
| Less Insurance/Adjustment | 0.00 |
| Sales Tax | 0.00 |
| Total | 0.00 |
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~



FORD MOTOR COMPANY
APR 15 2021
OFFICE OF THE GENERAL COUNSEL


# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
3323 NE 163rd Street, Suite 504
North Miami Beach, Florida 33160

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com


March 23, 2021

Ford Motor Company
P.O. Box 6248
Dearborn, MI 48126

[redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of [redacted] relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Rachel Cichowic
Rachel Cichowic (0092307)
Attorney for Plaintiff

CC: Ford of Clermont, Inc., 1101 East Hwy 50, Clermont, FL 34711

**Motor Vehicle Defect Notification**

Pursuant to the Florida Lemon Law, notice is given to the manufacturer as follows:

[v] **The vehicle has been out of service at least 15 days to repair one or more substantial defects.**

[x] **3 or more repair attempts have been made to repair the same substantial defect or condition.**

**Description of continuing defect(s) or condition(s) : engine issues, in shop since Feb 19th, 40000 miles.**

The problems persist.

**(NOTE:** this is not a complete list; the manufacturer should ascertain all repair information.)

I am requesting that you make a final repair attempt to correct the continuing substantial defect(s) or condition(s)

**Vehicle Make:** Ford **Model:** Eco sport **Year:** 2018

[redacted] **Date of Delivery**: 1/2019

**Name and City/State of selling dealer or leasing company (if applicable)**

[redacted]

**Name and City/State of authorized service agent(s) attempting previous repairs:**

[redacted]

LEMON LAW GROUP PARTNERS PLC

By: s/n Rachel Cichowic

Attorney for Plaintiff

3323 NE 163rd Street, Suite 504, N. Miami Beach, FL 33160

[redacted]

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A TOWED IN..CUST STS THAT THE OIL LIGHT CAME ON,VEHSTART TO RUN ROUGH AND RATTLING N SHUTS DOWN.. | | | |
| CAUSE: pump fialure | | | |
| ENGINE TOWED IN..CUST STS THAT THE OIL LIGHT CAME ON,VEHSTART TO RUN ROUGH AND RATTLING N SHUTS DOWN.. | | | |
| 4111 WF | | | |
| 1 ZC*31*B CLEANER - METAL SURFACE | | | (N/C) |
| 1 PM*4*A BRAKE CLEANER | | | (N/C) |
| 1 ZC*20* SHAMPOO - ENGINE | | | (N/C) |
| 1 ZC*30*A REMOVER - SILICONE | | | (N/C) |
| 1 FL*910S* KIT - ELEMENT & GASKET - OIL F | | | (N/C) |
| 5 XO*5W20*BSP BULK OIL | | | (N/C) |
| 1 TA*16* ADHESIVE | | | (N/C) |
| 1 TA*357* SEALANT - SILICONE | | | (N/C) |
| 1 XL*2* LUBRICANT - UNIVERSAL ANTI-SEI | | | (N/C) |
| 1 TA*30* SEALANT - SILICONE | | | (N/C) |
| 1 VC*13*G ANTI-FREEZE | | | (N/C) |
| 24 *W715449*S437 BOLT | | | (N/C) |
| 8 CM5Z*6065*A BOLT - HEX.HEAD | | | (N/C) |
| 1 CM5Z*6049*E CYLINDER HEAD ASY | | | (N/C) |
| 16 *W715474*S437 BOLT AND WASHER ASY - HEX.HEAD | | | (N/C) |
| 4 *W715141*S442 BOLT | | | (N/C) |
| 1 CM5Z*6A345*A BOLT - HEX.HEAD | | | (N/C) |
| 4 CM5Z*00812*F BOLT | | | (N/C) |
| 10 CM5Z*00812*E BOLT | | | (N/C) |
| 2 CM5Z*00812*H BOLT - SPECIAL | | | (N/C) |
| 2 *W500414*S442 BOLT | | | (N/C) |

**WARRANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PERFORMED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

***SHOP SUPPLY COSTS:** We have added a charge equal to 10% of the total cost of labor and parts, not to exceed $25.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state [s.403.7185].

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES * | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.

Customer X _____ Customer X _____

DealerCAP 2014 CDK Global, LLC (02/15) SERVICE INVOICE TYPE 2 - 2SI2C - *AS-IS* - DN - FL - 9558193 X4SI2.280_1

**Customer Copy**

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**



PE23-915 001861 LC SV

[redacted]

| | | |
|---|---|---|
| 1 | GN1Z*5A215*A CLAMP - EXHAUST | (N/C) |
| 1 | CM5Z*6C683*A FILTER ASY | (N/C) |
| 1 | BM5Z*2A572*A GASKET - VACUUM PUMP | (N/C) |
| 1 | CM5Z*9450*A GASKET | (N/C) |
| 1 | CM5Z*8255*B GASKET | (N/C) |
| 1 | 4R8Z*6N652*A GASKET | (N/C) |
| 1 | F1FZ*9N454*G HEAT SHIELD | (N/C) |
| 4 | *W716271*S437 NUT | (N/C) |
| 8 | *W716271*S437 NUT | (N/C) |
| 4 | *W716271*S437 NUT | (N/C) |
| 1 | AA5Z*9E583*A SEAL | (N/C) |
| 1 | CM5Z*6700*B SEAL ASY - CRANKSHAFT OIL - FR | (N/C) |
| 1 | CM5Z*9229*A KIT - "O" RING | (N/C) |
| 1 | CM5Z*6L092*A TUBE ASY - DRAIN | (N/C) |
| 1 | CM5Z*6K679*B PIPE - OIL FEED | (N/C) |
| 1 | CM5Z*9J323*A TUBE ASY | (N/C) |
| 1 | D2BZ*6G004*A SENSOR ASY | (N/C) |
| 4 | *W715991*S442 BOLT | (N/C) |
| 4 | *W715992*S442 BOLT | (N/C) |
| 1 | CM5Z*6A311*A SHAFT - BALANCE | (N/C) |
| 4 | *W500113*S437 BOLT - HEX.HEAD | (N/C) |
| 4 | *W500116*S437 BOLT - HEX.HEAD | (N/C) |
| 1 | CM5Z*6250*B CAMSHAFT | (N/C) |
| 1 | F1FZ*6B651*A DRIVE BELT - OIL PUMP | (N/C) |
| 1 | CM5Z*6378*A WASHER | (N/C) |
| 1 | F1FZ*6C348*C TENSIONER - DRIVE BELT | (N/C) |

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

**WARRANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PERFORMED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

***SHOP SUPPLY COSTS:** We have added a charge equal to 10% of the total cost of labor and parts, not to exceed $25.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state [s.403.7185].

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES * | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.

Customer X _____ Customer X _____

DealerCAP 2014 CDK Global, LLC (03.15) SERVICE INVOICE TYPE 2 - 2SI2C - "AS-IS" - ON - FL - 9698133 X-ASI2-280_1

**Customer Copy**

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**



PE23-015 001862 LC SV

[redacted]

,,,,42197 22.90 CK OASIS,FOUND SSM 49200 FOR LOSS OF OIL
,,,,PRESSURE.REMOVE OIL PAN,FOUND OIL PUMP DRIVE BELT SRIPPED AND TENSIONER
,,,,BROKEN.REMOVE OIL FILTER AND CUT OPEN TO INSP,NO METAL FOUND.REMOVE
,,,,CONNECTING ROD CAPS TO INSP CRANKSHAFT AND ROD BRGS,NO DAMAGE
,,,,FOUND.REMOVE VALVE COVER AND CAM BRG CAPS TO INSP,FOUND FT JOURNAL ON
,,,,INTAKE CAM AND BRG CAP GALLED.ORDERED AND REPLACED OIL PUMP,OIL PUMP
,,,,DRIVE BELT,DRIVE BELT TENSIONER,CYL HEAD AND INTAKE
,,,,CAM.REASSEMBLE,REFILL FLUIDS,RD TEST.
**********

B PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS, AND COMPONENTS.

CAUSE: .

99P Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.

4111 WF (N/C)

GBATT BATTERY TESTED AND OK ON THIS VISIT

4111 WF (N/C)

GBK BRAKES INSPECTED AND OK ON THIS VISIT

4111 WF (N/C)

GTIRE TIRES INSPECTED AND OK ON THIS VISIT

4111 WF (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

4111

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

,,,,42197 PERFORMED MULTI-POINT INSPECTION
**********

**WARRANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PERFORMED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

***SHOP SUPPLY COSTS:** We have added a charge equal to 10% of the total cost of labor and parts, not to exceed $25.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state [s.403.7185].

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| GAS, OIL, LUBE | |
| SUBLET AMOUNT | |
| MISC. CHARGES * | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.

Customer X _____ Customer X _____

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

[redacted]

C** RENTAL CAR
CAUSE: rental
LOANER RENTAL CAR
9999 WF
RENT RENTAL (N/C)
1 CM5Z*6051*B GASKET - CYLINDER HEAD (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: (N/C) 0.00
**********

EST: 0.00 20FEB21 13:58 SA: 3712
CONTACT:
**********



**WARRANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PERFORMED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

***SHOP SUPPLY COSTS:** We have added a charge equal to 10% of the total cost of labor and parts, not to exceed $25.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state [s.403.7185].

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

| 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 |

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.

Customer X _____ Customer X _____

DealerCAP 2014 CDK Global, LLC (03/15) SERVICE INVOICE TYPE 2 - 2SI2C - "AS-IS" - DN - FL - 9698193 X4SI2.280_1

**Customer Copy**

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

Ford of CLERMONT
a Florida Corporation

1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

| CLAIMS REVIEW | AUTHORIZATION TO SUBMIT CLAIM | PARTS SCRAP OUT |
|---|---|---|
| $ PARTS | $ LABOR | $ TOTAL |

Authorized Signature And Date

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,

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

[redacted]

| Type: C | Line Flags: NOS | TOTAL CHARGE FOR CONCERN 10.00 |
|---|---|---|

| Summary of Charges for Invoice C89729 | | Payment Distribution for Invoice C89729 | |
|---|---|---|---|
| LAB-MECHANICAL | 10.00 | TOTAL CHARGE | 10.00 |
| TOTAL CHARGE | 10.00 | CASH DUE | 0.00 |

[redacted]

Attention: The following Invoices also exist
INT - INTERNAL

CHARGE AUTHORIZED BY: X

UCS©2004

CUSTOMER

Ford of CLERMONT
a Florida Corporation
1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

[redacted]

| | | | |
|---|---|---|---|
| Concern 25<br>Cause<br>Correction<br><br>Type: I | CUSTOMER STATES MULTI POINT INSPECTION<br>CUSTOMER STATES MULTI POINT INSPECTION<br>MULTI POINT INSPECTION | Operation<br>99PX | Tech Units Amount<br>131 0.0 0.00<br><br>Subtotal<br>TOTAL CHARGE FOR CONCERN 0.00 |
| Concern 26<br>Cause<br>Correction<br>Parts<br><br><br><br>Type: I | CUSTOMER STATES LUBE, OIL, AND FILTER SERVICE -***FIRST FREE OIL CHANGE***<br>CUSTOMER STATES LUBE, OIL, AND FILTER SERVICE<br>LUBE, OIL, FILTER SERVICE. RESET OIL LIFE!!!!<br>Part Number PO# Note Description<br>FMC KIT20BL BE8Z-AC/5Q<br>FMC BE8Z 6731 AC 327 KIT - ELEMENT & GASK<br>FMC XO 5W20 BSP 1200 MOTORCRAFT SAE 5W-20<br>Line Flags: HAZ | Operation<br>FFLOF | Tech Amount<br>131 *<br><br>Qty Sell<br>1 B<br>1 **.00 **.00<br>5 **.00 **.00<br>TOTAL CHARGE FOR CONCERN 38.50 |

| Summary of Charges for Invoice I89729 | | Payment Distribution for Invoice I89729 | |
|---|---|---|---|
| PARTS | 24.95 | TOTAL CHARGE | 40.00 |
| SUPPLIES | 1.36 | | |
| HAZARDOUS WASTE CHG | 0.14 | INTERNAL | 40.00 |
| LAB-MECHANICAL | 13.55 | | |
| TOTAL CHARGE | 40.00 | | |

CHARGE AUTHORIZED BY: X

UCS©2004

ORIGINAL

Ford of CLERMONT
a Florida Corporation
1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

[redacted]

| Line | Tech | Action | Date/Time | Action | Date/Time | Elapsed | Units | Type |
|---|---|---|---|---|---|---|---|---|
| 25 | 131 | Begin | 06/18/19 14:28 | End | 06/18/19 14:28 | :00 | .0 | |
| 26 | 131 | Begin | 06/18/19 14:28 | End | 06/18/19 14:28 | :00 | .0 | |

CHARGE AUTHORIZED BY: X

UCS©2004

ORIGINAL

Ford of CLERMONT

1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

| CLAIMS REVIEW | AUTHORIZATION TO SUBMIT CLAIM | PARTS SCRAP OUT |
|---|---|---|
| $ PARTS | $ LABOR | $ TOTAL |

Authorized Signature And Date

ALL PARTS ARE NEW UNLESS

[redacted]

| | | |
|---|---|---|
| Concern 24<br>Cause<br>Correction<br>Parts<br><br>Type: C | CUSTOMER STATES CABIN AIR FILTER REPLACEMENT - $ 64.95<br>CUSTOMER STATES CABIN AIR FILTER REPLACEMENT - $ 64.95<br>REPLACED AIR FILTER IN CABIN OF VEHICLE<br>Part Number PO# Note Description<br>FMC FP 69 FILTER - ODOUR AND P | Operation Tech Amount<br>CABIN 154<br><br>Qty Sell<br>1<br>TOTAL CHARGE FOR CONCERN 61.53 |
| Concern 25<br>Cause<br>Correction<br>Type: C | CUSTOMER STATES MULTI POINT INSPECTION<br>CUSTOMER STATES MULTI POINT INSPECTION<br>MULTI POINT INSPECTION | Operation Tech Amount<br>99PX 154<br><br>TOTAL CHARGE FOR CONCERN 0.00 |

CHARGE AUTHORIZED BY: X

UCS©2004

CUSTOMER

Ford of CLERMONT

1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

[redacted]

| | | | |
|---|---|---|---|
| Concern 51 | CUSTOMER STATES THE INTERIOR GRAB HANDLE IS LOOSE | Operation | Tech Amount |
| Cause | CUSTOMER STATES THE INTERIOR GRAB HANDLE IS LOOSE | C | 154 |
| Correction | CUSTOMER STATES THE INTERIOR GRAB HANDLE IS LOOSE<br>CONCERN CD : A99 | | |
| | Repair Type 01 Visit 1 | | |

| Summary of Charges for Invoice W99450 | Payment Distribution for Invoice W99450 |
|---|---|
| | ***Customer Waiting*** |

Attention: The following Invoices also exist
CUS - CUSTOMERPAY

If you have any questions - please see KAITLYN WALKER

CHARGE AUTHORIZED BY: X

UCS©2004

ORIGINAL

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| PZ21 OIL FILTER | 7034632 | 10TN | 1 | 40.00 | 40.00 |
| 5W-20 DEXOS CERTIFIED OIL UP TO 5 QTS | 7034604 | 10TS | 1 | 5.00 | 5.00 |
| DEXOS - SPECIALTY OIL CHANGE LABOR | 7075051 | 10TN | 1 | 2.99 | 2.99 |
| USED OIL FILTER RECYCLING CHG (1) | | 02 | | | **20.00** |
| **TIRE ROTATION** | 7015032 | 10TS | 4 | 5.00 | 20.00 |
| TIRE ROTATION | | 02 | | | **1.00** |
| **Donation** | 7013276 | 10NN | 1 | 1.00 | 1.00 |
| BOYS AND GIRLS CLUBS OF AMERICA | | | | | |

**Technician(s):**
10 JOSE

[redacted]

**HOW ARE WE DOING?**
Tell us about your experience today!
Complete a 4-minute survey for a chance to win one of ten $50 gift cards each month!
Visit www.FirestoneSurvey.com within 4 days and enter Code 781578-020356

COMMITTED TO PROVIDING A POSITIVE CUSTOMER EXPERIENCE
www.FirestoneCompleteAutoCare.com



STD FCAC LASER 7008335 - 48110392 REV 11/11

See reverse side for Warranty Information



LEMBERG LAW

**Sergei Lemberg, Esq.**
**Managing Partner**
✆ +1.203.653.2250 x5500
☎ +1.203.653.3424
✉ slemberg@lemberglaw.com

[redacted]

Dear Sir or Madam:

Lemberg Law L.L.C. is writing on behalf of the above client with regard to the above vehicle purchased in Georgia State. Please consider this your notice to correct the defect specified below. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Georgia consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been subject to three repairs and out of service over sixty days due to the engine failure and starter failure.

The defects in the vehicle substantially impair its use, value, and safety to our client, and constitute a breach of warranty. Because of the problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the vehicle until the purchase price is returned, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired.

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

*/s/ Sergei Lemberg*

Sergei Lemberg



[redacted]

[redacted]

## Service of Process Transmittal Summary

[redacted]

**REGISTERED AGENT CONTACT:**

C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

[redacted]

[redacted]

disclaims all liability for the information contained in this form, including for any omi
contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Fri, Aug 4, 2023
**Server Name:** Jimmy Lizama

| | |
|---|---|
| Entity Served | FORD MOTOR COMPANY |
| Case Number | [redacted] |
| Jurisdiction | |

| Inserts | | |
|---|---|---|
| | | |

PE23-015 001876 LC SV

[redacted]

**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 respuasta 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.*

[redacted]

[redacted]

exceeds $25,000) | $25,000 or less) | [redacted] | DEPT.:

*Items 1–6 below must be completed (see instructions on page 2).*

1. Check one box below for the case type that best describes this case:

**Auto Tort**
- ☐ 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)*: 4
5. This case ☐ is ● is not a class action suit.

[redacted] are [redacted]

Kevin Y Jacobson

[redacted] will be used [redacted]

Form Adopted [redacted]

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**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

# CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

## (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

**This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court**

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

| Applicable Reasons for Choosing Courthouse Location (Column C) | |
|---|---|
| 1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in Central District. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Location where bodily injury, death or damage occurred. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required, or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection). |
| 6. Location of property or permanently garaged vehicle. | |

| | A<br>Civil Case Cover Sheet Case Type | B<br>Type of Action<br>(check only one) | C<br>Applicable Reasons (see Step 3 above) |
|---|---|---|---|
| **Auto Tort** | Auto (22) | ☐ 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death | 1, 4 |
| | Uninsured Motorist (46) | ☐ 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death | 1, 4 |
| **Other Personal Injury/ Property Damage/ Wrongful Death** | Other Personal Injury/ Property Damage/ Wrongful Death (23) | ☐ 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.) | 1, 4 |
| | | ☐ 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.) | 1, 4 |
| | | ☐ 2303 Intentional Infliction of Emotional Distress | 1, 4 |
| | | ☐ 2304 Other Personal Injury/Property Damage/Wrongful Death | 1, 4 |
| | | ☐ 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility | 1, 4 |
| | | ☐ 2306 Intentional Conduct – Sexual Abuse Case (in any form) | 1, 4 |

[redacted]

| | A<br>Civil Case Cover Sheet Case Type | B<br>Type of Action (check only one) | C<br>Applicable Reasons (see Step 3 above) |
|---|---|---|---|
| | | ☐ 2307 Construction Accidents | 1, 4 |
| | | ☐ 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.) | 1, 4 |
| Other Personal Injury/ Property Damage/ Wrongful Death | Product Liability (24) | ☐ 2401 Product Liability (not asbestos or toxic/ environmental) | 1, 4 |
| | | ☒ 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law) | 1, (3), 5 |
| | Medical Malpractice (45) | ☐ 4501 Medical Malpractice – Physicians & Surgeons | 1, 4 |
| | | ☐ 4502 Other Professional Health Care Malpractice | 1, 4 |
| Non-Personal Injury/Property Damage/Wrongful Death Tort | Business Tort (07) | ☐ 0701 Other Commercial/Business Tort (not fraud or breach of contract) | 1, 2, 3 |
| | Civil Rights (08) | ☐ 0801 Civil Rights/Discrimination | 1, 2, 3 |
| | Defamation (13) | ☐ 1301 Defamation (slander/libel) | 1, 2, 3 |
| | Fraud (16) | ☐ 1601 Fraud (no contract) | 1, 2, 3 |
| | Professional Negligence (25) | ☐ 2501 Legal Malpractice | 1, 2, 3 |
| | | ☐ 2502 Other Professional Malpractice (not medical or legal) | 1, 2, 3 |
| | Other (35) | ☐ 3501 Other Non-Personal Injury/Property Damage Tort | 1, 2, 3 |
| Employment | Wrongful Termination (36) | ☐ 3601 Wrongful Termination | 1, 2, 3 |
| | Other Employment (15) | ☐ 1501 Other Employment Complaint Case | 1, 2, 3 |
| | | ☐ 1502 Labor Commissioner Appeals | 10 |
| Contract | Breach of Contract / Warranty (06) (not insurance) | ☐ 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) | 2, 5 |
| | | ☐ 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence) | 2, 5 |
| | | ☐ 0603 Negligent Breach of Contract/Warranty (no fraud) | 1, 2, 5 |
| | | ☐ 0604 Other Breach of Contract/Warranty (no fraud/ negligence) | 1, 2, 5 |
| | | ☐ 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt) | 2, 5 |
| | Collections (09) | ☐ 0901 Collections Case – Seller Plaintiff | 5, 6, 11 |
| | | ☐ 0902 Other Promissory Note/Collections Case | 5, 11 |
| | | ☐ 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014) | 5, 6, 11 |
| | | ☐ 0904 Collections Case – COVID-19 Rental Debt | 5, 11 |
| | Insurance Coverage (18) | ☐ 1801 Insurance Coverage (not complex) | 1, 2, 5, 8 |

[redacted]

| | Civil Case Cover Sheet Case Type | Type of Action (check only one) | Applicable Reasons (see Step 3 above) |
|---|---|---|---|
| Contract (Continued) | Other Contract (37) | ☐ 3701 Contractual Fraud | 1, 2, 3, 5 |
| | | ☐ 3702 Tortious Interference | 1, 2, 3, 5 |
| | | ☐ 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence) | 1, 2, 3, 8, 9 |
| Real Property | Eminent Domain/ Inverse Condemnation (14) | ☐ 1401 Eminent Domain/Condemnation Number of Parcels _____ | 2, 6 |
| | Wrongful Eviction (33) | ☐ 3301 Wrongful Eviction Case | 2, 6 |
| | Other Real Property (26) | ☐ 2601 Mortgage Foreclosure | 2, 6 |
| | | ☐ 2602 Quiet Title | 2, 6 |
| | | ☐ 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2, 6 |
| Unlawful Detainer | Unlawful Detainer – Commercial (31) | ☐ 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer – Residential (32) | ☐ 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer – Post Foreclosure (34) | ☐ 3401 Unlawful Detainer – Post Foreclosure | 2, 6, 11 |
| | Unlawful Detainer – Drugs (38) | ☐ 3801 Unlawful Detainer – Drugs | 2, 6, 11 |
| Judicial Review | Asset Forfeiture (05) | ☐ 0501 Asset Forfeiture Case | 2, 3, 6 |
| | Petition re Arbitration (11) | ☐ 1101 Petition to Compel/Confirm/Vacate Arbitration | 2, 5 |
| | Writ of Mandate (02) | ☐ 0201 Writ – Administrative Mandamus | 2, 8 |
| | | ☐ 0202 Writ – Mandamus on Limited Court Case Matter | 2 |
| | | ☐ 0203 Writ – Other Limited Court Case Review | 2 |
| | Other Judicial Review (39) | ☐ 3901 Other Writ/Judicial Review | 2, 8 |
| | | ☐ 3902 Administrative Hearing | 2, 8 |
| | | ☐ 3903 Parking Appeal | 2, 8 |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | ☐ 0301 Antitrust/Trade Regulation | 1, 2, 8 |
| | Asbestos (04) | ☐ 0401 Asbestos Property Damage | 1, 11 |
| | | ☐ 0402 Asbestos Personal Injury/Wrongful Death | 1, 11 |

[redacted]

| | Civil Case Cover Sheet Case Type | Type of Action (check only one) | Applicable Reasons (see Step 3 above) |
|---|---|---|---|
| **Provisionally Complex Litigation** (Continued) | Construction Defect (10) | ☐ 1001 Construction Defect | 1, 2, 3 |
| | Claims Involving Mass Tort (40) | ☐ 4001 Claims Involving Mass Tort | 1, 2, 8 |
| | Securities Litigation (28) | ☐ 2801 Securities Litigation Case | 1, 2, 8 |
| | Toxic Tort Environmental (30) | ☐ 3001 Toxic Tort/Environmental | 1, 2, 3, 8 |
| | Insurance Coverage Claims from Complex Case (41) | ☐ 4101 Insurance Coverage/Subrogation (complex case only) | 1, 2, 5, 8 |
| **Enforcement of Judgment** | Enforcement of Judgment (20) | ☐ 2001 Sister State Judgment | 2, 5, 11 |
| | | ☐ 2002 Abstract of Judgment | 2, 6 |
| | | ☐ 2004 Administrative Agency Award (not unpaid taxes) | 2, 8 |
| | | ☐ 2005 Petition/Certificate for Entry of Judgment Unpaid Tax | 2, 8 |
| | | ☐ 2006 Other Enforcement of Judgment Case | 2, 8, 9 |
| **Miscellaneous Civil Complaints** | RICO (27) | ☐ 2701 Racketeering (RICO) Case | 1, 2, 8 |
| | Other Complaints (not specified above) (42) | ☐ 4201 Declaratory Relief Only | 1, 2, 8 |
| | | ☐ 4202 Injunctive Relief Only (not domestic/harassment) | 2, 8 |
| | | ☐ 4203 Other Commercial Complaint Case (non-tort/noncomplex) | 1, 2, 8 |
| | | ☐ 4204 Other Civil Complaint (non-tort/non-complex) | 1, 2, 8 |
| **Miscellaneous Civil Petitions** | Partnership Corporation Governance (21) | ☐ 2101 Partnership and Corporation Governance Case | 2, 8 |
| | Other Petitions (not specified above) (43) | ☐ 4301 Civil Harassment with Damages | 2, 3, 9 |
| | | ☐ 4302 Workplace Harassment with Damages | 2, 3, 9 |
| | | ☐ 4303 Elder/Dependent Adult Abuse Case with Damages | 2, 3, 9 |
| | | ☐ 4304 Election Contest | 2 |
| | | ☐ 4305 Petition for Change of Name/Change of Gender | 2, 7 |
| | | ☐ 4306 Petition for Relief from Late Claim Law | 2, 3, 8 |
| | | ☐ 4307 Other Civil Petition | 2, 9 |

[redacted]

Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

| REASON: ☐ 1. ☐ 2. ☒ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11 | | | ADDRESS: |
|---|---|---|---|
| CITY: Glendale | STATE: CA | ZIP CODE: 91203 | 330 N Brand Blvd |

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the GLENDALE COURTHOUSE District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

[redacted]

Dated: August 2, 2023

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

Electronically FILED by
Superior Court of California,
County of Los Angeles

[redacted]

Plaintiff,

vs.

FORD MOTOR COMPANY, a Delaware Corporation, and WC PERFORMANCE FORD, INC., a California Corporation d/b/a PERFORMANCE FORD, and DOES 1 through 10, inclusive,

Defendants.

**COMPLAINT**

1. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF EXPRESS WARRANTY**
2. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF IMPLIED WARRANTY**
3. **VIOLATION OF THE SONG-BEVERLY ACT SECTION 1793.2**
4. **NEGLIGENT REPAIR**

Plaintiff, [redacted] an individual ("Plaintiff"), alleges as follows against Defendants, FORD MOTOR COMPANY, a Delaware Corporation ("FORD MOTOR COMPANY"), and WC PERFORMANCE FORD, INC., a California Corporation d/b/a PERFORMANCE FORD ("PERFORMANCE FORD"), and DOES 1 through 10 inclusive, on information and belief, formed after a reasonable inquiry under the circumstances:

**[redacted] TRIAL**

1. Plaintiff [redacted] hereby demands trial by jury in this action.

**[redacted]GATIONS**

2. Plaintiff, [redacted] is an individual residing in the [redacted]

3. Defendant, FORD [redacted]

4. Defendant, PERFORMANCE FORD, is and was a California Corporation registered to do business in the State of California with its principal place of business in the City of Duarte, State of California.

5. These causes of causes of action arise out of warranty and repair obligations of FORD MOTOR COMPANY in connection with a vehicle Plaintiff purchased and for which FORD MOTOR COMPANY issued a written warranty. The warranty was not issued by the selling dealership.

6. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual, or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences, and transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendant, together with appropriate charging allegations, when ascertained.

7. All acts of corporate employees as alleged were authorized or ratified by an officer, director, or managing agent of the corporate employer.



QUILL&ARROW•LLP
ATTORNEYS AT LAW

8. Each Defendant, whether actually or fictitiously named herein, was the principal, agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal or within the course and scope of such employment or agency, took some part in the acts and omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief prayed for herein.

9. On May 18, 2021, Plaintiff purchased a 2018 Ford EcoSport, having VIN No.: [redacted] ("the Subject Vehicle"). These causes of action arise out of warranty and repair obligations of FORD MOTOR COMPANY in connection with a vehicle that Plaintiff purchased and for which FORD MOTOR COMPANY issued a written warranty. The warranty was not issued by the selling dealership.

10. FORD MOTOR COMPANY warranted the Subject Vehicle and agreed to preserve or maintain the utility or performance of Plaintiff's vehicle or to provide compensation if there was a failure in such utility or performance. In connection with the purchase, Plaintiff received various warranties, inter alia, a 3-year/36,000 mile express bumper to bumper warranty, a 5-year/60,000 mile powertrain warranty which, inter alia, covers the engine and the transmission, as well as various emissions warranties that exceed the time and mileage limitations of the bumper to bumper and powertrain warranties.

11. The Subject Vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, engine, electrical, and emission system defects.

12. Plaintiff first presented the Subject Vehicle for repairs on September 2022 for issues relating to the check engine light illuminating. Plaintiff reported that there was a knocking noise coming from the engine as well as the illumination of the check engine and low oil pressure lights.

13. On May 2023, Plaintiff presented the Subject Vehicle again for issues relating to the engine. Plaintiffs reported of the check engine light being illuminated and the Subject Vehicle running rough.

14. Plaintiff hereby revokes acceptance of the sales contract.

15. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil



QUILL&ARROW•LLP
ATTORNEYS AT LAW

Code sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

16. Plaintiff is a "buyer" of consumer goods under the Act.

17. Defendant, FORD MOTOR COMPANY, is a "manufacturer" and/or "distributor" under the Act.

18. Plaintiff hereby demands trial by jury in this action.

**FIRST CAUSE OF ACTION**

**Violation of the Song-Beverly Act – Breach of Express Warranty**

**(Against Defendant FORD MOTOR COMPANY)**

19. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

20. The Subject Vehicle was sold to Plaintiff with express warranties that the Subject Vehicle would be free from defects in materials, nonconformity, or workmanship during the applicable warranty period and to the extent that the Subject Vehicle had defects, Defendant FORD MOTOR COMPANY would repair the defects.

21. The Subject Vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, engine, electrical, and emission system defects.

22. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff has used the Subject Vehicle primarily for those purposes.

23. Plaintiff is the "buyer" of consumer goods under the Act.

24. Defendant, FORD MOTOR COMPANY, is a "manufacturer" and/or "distributor" under the Act.

25. The foregoing defects and nonconformities to warranty manifested themselves in the Subject Vehicle within the applicable express warranty period. The nonconformities substantially impair the use, value, and/or safety of the vehicle.

26. Plaintiff delivered the vehicle to an authorized FORD MOTOR COMPANY repair



QUILL&ARROW • LLP
ATTORNEYS AT LAW

facility for repair of the nonconformities.

27. Defendant was unable to conform Plaintiff's vehicle to the applicable express warranty after a reasonable number of repair attempts.

28. Notwithstanding Plaintiff's entitlement, Defendant FORD MOTOR COMPANY has failed to either promptly replace the new motor vehicle or to promptly make restitution in accordance with the Song-Beverly Act.

29. By failure of Defendant to remedy the defects as alleged above or to issue a refund or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

30. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle less that amount directly attributable to use by the Plaintiff prior to the first presentation of the nonconformities.

31. Plaintiff is entitled to all incidental, consequential, and general damages resulting from Defendant's failure to comply with its obligations under the Song-Beverly Act.

32. Plaintiff is entitled under the Song-Beverly 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.

33. Because Defendant willfully violated the Song-Beverly Act, Plaintiff is entitled, in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages for FORD MOTOR COMPANY's willful failure to comply with its responsibilities under the Act.

## SECOND CAUSE OF ACTION

### Violation of the Song-Beverly Act – Breach of Implied Warranty

### (Against Defendant FORD MOTOR COMPANY)

34. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

35. FORD MOTOR COMPANY and its authorized dealership at which Plaintiff purchased the Subject Vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the Subject Vehicle. The Subject Vehicle was accompanied by implied warranties provided for under the law.



QUILL & ARROW • LLP
ATTORNEYS AT LAW

36. Among other warranties, the Subject Vehicle was accompanied by an implied warranty that the Subject Vehicle was merchantable pursuant to Civil Code section 1792.

37. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability means and includes that the Vehicle will comply with each of the following requirements: (1) The Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of fact made on the container or label.

38. The Subject Vehicle was not fit for the ordinary purpose for which such goods are used because it was equipped with one or more defective vehicle systems/components.

39. The Subject Vehicle did not measure up to the promises or facts stated on the container or label because it was equipped with one or more defective vehicle systems/components.

40. The Subject Vehicle was not of the same quality as those generally accepted in the trade because it was sold with one or more defective vehicle systems/components which manifested as engine, electrical, and emission system defects.

41. Upon information and belief, the defective vehicle systems and components were present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied warranty under *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other applicable laws.

42. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under Civil Code, section 1794, *et seq.*

43. Plaintiff hereby revokes acceptance of the Subject Vehicle.

44. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, *et seq.*

45. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794, *et seq.* and Commercial Code, section 2711.

46. Plaintiff is entitled to recover any incidental, consequential, and/or "cover" damages under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*



QUILL&ARROW·LLP
ATTORNEYS AT LAW

## THIRD CAUSE OF ACTION

**Violation of the Song-Beverly Act Section 1793.2(b)**

**(Against Defendant FORD MOTOR COMPANY)**

47. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

48. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells consumer goods in California, for which it has made an express warranty, shall maintain service and repair facilities or designate and authorize independent service and repair facilities to carry out the terms of those warranties.

49. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of goods are necessary because they do not conform with the applicable express warranties, service and repair shall be commenced within a reasonable time by the manufacturer or its representative.

50. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable time.

51. The sale of the Subject Vehicle was accompanied by express warranties, including a warranty guaranteeing that the Subject Vehicle was safe to drive and not equipped with defective parts, including the electrical system.

52. Plaintiff delivered the Subject Vehicle to FORD MOTOR COMPANY's authorized service representatives on multiple occasions. The Subject Vehicle was delivered for repairs of defects, which amount to nonconformities to the express warranties that accompanied the sale of the Subject Vehicle.

53. Defendant's authorized facilities did not conform the Subject Vehicle to warranty within 30-days and/or commence repairs within a reasonable time, and FORD MOTOR COMPANY has failed to tender the Subject Vehicle back to Plaintiff in conformance with its warranties within the timeframes set forth in Civil Code section 1793.2(b).

54. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under Civil Code, section 1794, *et seq.*



QUILL&ARROW • LLP
ATTORNEYS AT LAW

55. Plaintiff hereby revokes acceptance of the Subject Vehicle.

56. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, *et seq.*

57. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794, *et seq.* and Commercial Code, section 2711.

58. Plaintiff is entitled to recover any "cover" damages under Commercial Code sections 2711, 2712, and Civil Code, section 1794, *et seq.*

59. Plaintiff is entitled to recover all incidental and consequential damages pursuant to 1794 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq.*

60. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that FORD MOTOR COMPANY has willfully failed to comply with its responsibilities under the Act.



QUILL&ARROW•LLP
ATTORNEYS AT LAW

## FOURTH CAUSE OF ACTION

### Negligent Repair

### (Against Defendant PERFORMANCE FORD)

61. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as through herein fully restated and re-alleged.

62. Plaintiff delivered the Subject Vehicle to Defendant PERFORMANCE FORD for repairs on numerous occasions.

63. Defendant PERFORMANCE FORD owed a duty to Plaintiff to use ordinary care and skill in storage, preparation, and repair of the Subject Vehicle in accordance with industry standards.

64. Defendant PERFORMANCE FORD breached its duty to Plaintiff to ordinary care and skill by failing to properly store, prepare, and repair of the Subject Vehicle in accordance with industry standards.

65. Defendant PERFORMANCE FORD's negligent breach of its duties owed to Plaintiff was a proximate cause of Plaintiff's damages.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For general, special, and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiff's actual damages;
6. For prejudgment interest at the legal rate;
7. For reasonable attorney's fees and costs of suit; and

For such other and further relief as the Court deems just and proper under the circumstances.

Dated: August 2, 2023

**QUILL & ARROW, LLP**

[redacted]



[redacted]

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

| | ASSIGNED JUDGE | DEPT | ROOM | | ASSIGNED JUDGE | DEPT | ROOM |
|---|---|---|---|---|---|---|---|
| ✔ | David A. Rosen | E | | | | | |

[redacted]

## INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

**APPLICATION**
The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**
The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**
A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**
Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

**COMPLAINTS**
All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

**CROSS-COMPLAINTS**
Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

**STATUS CONFERENCE**
A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

**FINAL STATUS CONFERENCE**
The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

**SANCTIONS**
The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

**Class Actions**
Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**
Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

Superior Court of California, County of Los Angeles

# ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

## What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

## Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

## Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

## Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.

2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

   **Mediation may be appropriate when the parties**
   - want to work out a solution but need help from a neutral person.
   - have communication problems or strong emotions that interfere with resolution.

   **Mediation may <u>not</u> be appropriate when the parties**
   - want a public trial and want a judge or jury to decide the outcome.
   - lack equal bargaining power or have a history of physical/emotional abuse.

## How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**
If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com (213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

**These organizations cannot accept every case and they may decline cases at their discretion.** They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

**NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.**

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases. https://dcba.lacounty.gov/countywidedrp/

**Online Dispute Resolution (ODR).** Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. https://my.lacourt.org/odr/

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit https://www.courts.ca.gov/programs-adr.htm

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit https://www.lacourt.org/division/civil/CI0047.aspx

Los Angeles Superior Court ADR website: https://www.lacourt.org/division/civil/CI0109.aspx
For general information and videos about ADR, visit http://www.courts.ca.gov/programs-adr.htm

2019-GEN-014-00

**FILED**
**Superior Court of California**
**County of Los Angeles**

**MAY 03 2019**

**Sherri R. Carter, Executive Officer/Clerk**
**By** _____, **Deputy**
**Rizalinda Mina**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

| | |
|---|---|
| IN RE LOS ANGELES SUPERIOR COURT – MANDATORY ELECTRONIC FILING FOR CIVIL | FIRST AMENDED GENERAL ORDER |

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.

b) **"Efiling Portal"** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.

c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.

d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)



PE23-015 001898 LC SV

e) **"Electronic Filing Service Provider"** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

f) **"Electronic Signature"** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term "Electronic Signature" is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.

g) **"Hyperlink"** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.

h) **"Portable Document Format"** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court's website, at www.lacourt.org.

d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.

b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;

ii) Bonds/Undertaking documents;

iii) Trial and Evidentiary Hearing Exhibits

iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and

v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

//

//



PE23-015 001900 LC SV

5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

Electronic filing service providers must obtain and manage registration information for persons and entities electronically filing with the court.

6) TECHNICAL REQUIREMENTS

a) Electronic documents must be electronically filed in PDF, text searchable format **when** technologically feasible without impairment of the document's image.

b) The table of contents for any filing must be bookmarked.

c) Electronic documents, including but not limited to, declarations, proofs of service, and exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the bookedmarked item and briefly describe the item.

d) Attachments to primary documents must be bookmarked. Examples include, but are not limited to, the following:

i) Depositions;

ii) Declarations;

iii) Exhibits (including exhibits to declarations);

iv) Transcripts (including excerpts within transcripts);

v) Points and Authorities;

vi) Citations; and

vii) Supporting Briefs.

e) Use of hyperlinks within documents (including attachments and exhibits) is strongly encouraged.

f) Accompanying Documents

Each document acompanying a single pleading must be electronically filed as a **separate** digital PDF document.

g) Multiple Documents

Multiple documents relating to one case can be uploaded in one envelope transaction.



PE23-015 001901 LC SV

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.

b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiling is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.

b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:

i) Any printed document required pursuant to a Standing or General Order;

ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;

iii) Pleadings and motions that include points and authorities;

iv) Demurrers;

v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;

vi) Motions for Summary Judgment/Adjudication; and

vii) Motions to Compel Further Discovery.

c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)

b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

11) SIGNATURES ON ELECTRONIC FILING

For purposes of this General Order, all electronic filings must be in compliance with California Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil Division of the Los Angeles County Superior Court.

This First Amended General Order supersedes any previous order related to electronic filing, and is effective immediately, and is to remain in effect until otherwise ordered by the Civil Supervising Judge and/or Presiding Judge.

DATED: May 3, 2019

[redacted]



PE23-015 001904 LC SV

# VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

Superior Court of California
County of Los Angeles

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section

Consumer Attorneys
Association of Los Angeles

Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

**◆Los Angeles County Bar Association Litigation Section◆**

**◆ Los Angeles County Bar Association Labor and Employment Law Section◆**

**◆Consumer Attorneys Association of Los Angeles◆**

**◆Southern California Defense Counsel◆**

**◆Association of Business Trial Lawyers◆**

**◆California Employment Lawyers Association◆**

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **STIPULATION – EARLY ORGANIZATIONAL MEETING** | | CASE NUMBER: |

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lacourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at *www.lacourt.org* under "*Civil*", click on "*General Information*", then click on "*Voluntary Efficient Litigation Stipulations*".

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)



Print Save Clear

PE23-015-001907 LC SV

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **STIPULATION – DISCOVERY RESOLUTION** | | CASE NUMBER: |

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

    a. The party requesting the Informal Discovery Conference will:

        i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

        ii. Include a brief summary of the dispute and specify the relief requested; and

        iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

    b. Any Answer to a Request for Informal Discovery Conference must:

        i. Also be filed on the approved form (copy attached);

        ii. Include a brief summary of why the requested relief should be denied;

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

   It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

**The following parties stipulate:**

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

➢ (ATTORNEY FOR _____)

Print Save Clear

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **INFORMAL DISCOVERY CONFERENCE**<br>(pursuant to the Discovery Resolution Stipulation of the parties) | | CASE NUMBER: |

1. This document relates to:
   - ☐ Request for Informal Discovery Conference
   - ☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **STIPULATION AND ORDER – MOTIONS IN LIMINE** | | CASE NUMBER: |

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

**The following parties stipulate:**

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR PLAINTIFF)

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date: _____

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

**THE COURT SO ORDERS.**

Date: _____

_____ JUDICIAL OFFICER

Print Save Clear

FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK
BY NANCY NAVARRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

| | |
|---|---|
| General Order Re Use of Voluntary Efficient Litigation Stipulations | ORDER PURSUANT TO CCP 1054(a), EXTENDING TIME TO RESPOND BY 30 DAYS WHEN PARTIES AGREE TO EARLY ORGANIZATIONAL MEETING STIPULATION |

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"



PE23-015 001914 LC SV

Whereas the Early Organizational Meeting Stipulation is intended to encourage cooperation among the parties at an early stage in litigation in order to achieve litigation efficiencies;

Whereas it is intended that use of the Early Organizational Meeting Stipulation will promote economic case resolution and judicial efficiency;

Whereas, in order to promote a meaningful discussion of pleading issues at the Early Organizational Meeting and potentially to reduce the need for motions to challenge the pleadings, it is necessary to allow additional time to conduct the Early Organizational Meeting before the time to respond to a complaint or cross complaint has expired;

Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in which an action is pending to extend for not more than 30 days the time to respond to a pleading "upon good cause shown";

Now, therefore, this Court hereby finds that there is good cause to extend for 30 days the time to respond to a complaint or to a cross complaint in any action in which the parties have entered into the Early Organizational Meeting Stipulation. This finding of good cause is based on the anticipated judicial efficiency and benefits of economic case resolution that the Early Organizational Meeting Stipulation is intended to promote.

IT IS HEREBY ORDERED that, in any case in which the parties have entered into an Early Organizational Meeting Stipulation, the time for a defending party to respond to a complaint or cross complaint shall be extended by the 30 days permitted



PE23-015 001915 LC SV

by Code of Civil Procedure section 1054(a) without further need of a specific court order.

DATED: May 11, 2011

[redacted]



PE23-015 001916 LC SV



# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
500 South Front Street
Suite 200
Columbus, OH 43215

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com


May 24, 2023

Ford Motor Company
P.O. Box 6248
Dearborn, MI 48126

[redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests o [redacted] relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. **The only exception is the dealership may communicate with our client in reference to current and future repairs. The dealer must also provide all necessary documentation for our client including but not limited to repair orders, sales documents and current registration.** Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note or a replacement vehicle as well as attorney fees and costs and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Shawn Riehl
Of Counsel Attorney for Plaintiff

CC: Liberty Ford, Inc., 5500 Warrensville Center Rd, Maple Heights, OH 44137



D187412
DRP1141609

# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
3323 NE 163rd Street, Suite 504
North Miami Beach, Florida 33160

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com

RECEIVED
JAN 0 3 2020
BY: .....

December 30, 2019

Ford Motor Company
P.O. Box 6248
Dearborn, MI 48126

[redacted]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests o[redacted] relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Daniel Ware
Attorney for Plaintiff

CC: Kirk Auto Company, 235 State Hwy 7 Frontage Rd, Grenada, MS 38901

CERTIFIED MAIL

$5.60
US POSTAGE
FIRST-CLASS

071V01305234
22407

000120222

JAN 3 2020 JAN 3 2020

PE23-015 001921 LC SV



# RICHARD D. JACKSON, ATTORNEY-AT-LAW, PLLC

The Lemon Law Attorneys

9234 Kingston Pike #329
Knoxville, TN 37922
Phone/Fax (615) 560-1560
Text (734) 207-3377
teri@thelemonlawattorneys.com

September 21, 2023

Ford Motor Company – FCSD Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of Mr. Wilkins's claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our client has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of the Tennessee Lemon Law and Magnuson-Moss Warranty Act. As such, our client respectfully requests that Ford Motor Company comply with the above statutes and pay all attorney fees and costs.

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

Richard D. Jackson, Attorney-At-Law, PLLC

[redacted]



# LAW OFFICES OF STEVEN VEINGER, P.A.

The Lemon Law Attorneys

1700 Northside Dr., Suite A7 #1447
Atlanta, GA 30318
Phone/Fax (770) 821-9770
Text (734) 207-3377
teri@thelemonlawattorneys.com

April 10, 2023

Ford Motor Company – FCSD Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individuals regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of Juanita and Monique Williams's claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our clients have experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my clients' position that Ford Motor Company's inability to repair this vehicle is a violation of the Georgia Lemon Law and Magnuson-Moss Warranty Act. As such, our clients respectfully request that Ford Motor Company **comply with the above statutes and pay all attorney fees and costs.**

**Please be further advised that all communication regarding this matter must be directed to my office**. This offer and all its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

Law Offices of Steven Veinger, P.A.

[redacted]



LEMBERG

**Matthew Clark, Esq.**
**Of Counsel**
✆ +1.203.653.2250
☎ +1.203.653.3424
✉ Matt@unionlaw.net

February 21, 2023

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | |
|---|---|
| **Make and Model:** | [redacted] |
| **VIN #** | |
| **Record Owner** | |
| **State of Purchase or Lease** | |

Dear Sir or Madam:

Lemberg Law LLC is writing on behalf of the above client with regard to the above vehicle purchased in Indiana. **Please consider this your notice for an opportunity to correct the defects specified below.** Should litigation become necessary, a lawsuit shall be filed in the Michigan court. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service at least thirty-three (33) days and subject to repairs due to the catastrophic engine failure, camshaft leak, front end rumbling, and the last defect continues to persist.

The defects in the vehicle substantially impair its use, value, and safety to our client, and constitute a breach of warranty. Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the car until the purchase price is returned, plus expenses in handling and inspecting the car. Until you pay this amount, our client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be deemed wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507. If the seller or any creditor subject to the FTC Holder Rule has filed a financing statement covering the above vehicle, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within 10 days to terminate such security interest. Failure to do so subjects you to liability under U.C.C. § 9-404(1).

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

*/s/ Matthew Clark*

Matthew Clark

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Core Chg G1FZ 6006 A-C :G1FZ 6006 A - Core Charge | Qty: 1 | Warranty |
| Part F1FZ 6379 A Canceled | | |
| Installed W500414 S442 :BOLT | Qty: 5 | Warranty |
| Installed BM5Z 2A572 A :GASKET - VACUUM PUMP | Qty: 1 | Warranty |
| Installed F1FZ 9N454 K :HEAT SHIELD | Qty: 1 | Warranty |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 1 | Warranty |
| Installed AA5Z 9E583 A :SEAL | Qty: 1 | Warranty |
| Installed W715777 S300 :RING | Qty: 1 | Warranty |
| Installed W715778 S300 :RING - ADJUSTING | Qty: 1 | Warranty |
| Installed W715309 S300 :STUD | Qty: 4 | Warranty |
| Installed CM5Z 9J323 A :TUBE ASY | Qty: 1 | Warranty |
| Installed CM5Z 6K679 B :PIPE - OIL FEED | Qty: 1 | Warranty |
| Installed 4R8Z 6N652 A :GASKET | Qty: 1 | Warranty |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | Qty: 1 | Warranty |
| Installed W715141 S442 :BOLT | Qty: 1 | Warranty |
| Installed CM5Z 6A345 A :BOLT - HEX.HEAD | Qty: 1 | Warranty |
| Installed CM5Z 00812 F :BOLT | Qty: 4 | Warranty |
| Installed CM5Z 00812 H :BOLT - SPECIAL | Qty: 2 | Warranty |
| Installed CM5Z 00812 E :BOLT | Qty: 10 | Warranty |
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. | Qty: 14 | Warranty |
| Installed W715991 S442 :BOLT | Qty: 1 | Warranty |
| Installed W715195 S437 :BOLT | Qty: 6 | Warranty |
| Installed MU2Z 6731 A :KIT - ELEMENT & GASKET - OI | Qty: 1 | Warranty |
| Installed CM5Z 6C683 A :FILTER ASY | Qty: 1 | Warranty |
| Installed CM5Z 6378 A :WASHER | Qty: 1 | Warranty |
| Installed CM5Z 9450 A :GASKET | Qty: 1 | Warranty |
| Installed CM5Z 8255 B :GASKET | Qty: 1 | Warranty |

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in case of fire, theft, or any other cause beyond your control or for any delays caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of the repairs thereto.

ALL REPAIRS SUBJECT TO A MINIMUM OF 1 HOUR DIAGNOSTIC TIME.

DISCLAIMER OF WARRANTIES: All warranties on this product are the manufacturer's. GREG HUBLER FORD hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and GREG HUBLER FORD neither assumes nor authorized any other person to assume for it any liability in connection with the sale of the product. This disclaimer by GREG HUBLER FORD in no way affects the terms of the manufacturer's warranty.

*All parts installed are new/salvaged or reconditioned parts.*

TERMS: STRICTLY CASH unless arrangements made.

Thank you for allowing us to serve you!

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

© 2015 DEALERTRACK TECHNOLOGIES, INC. Dealership Application Group

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Installed W716271 S437 :NUT | Qty: 10 | Warranty |
| Installed CM5Z 6700 B :SEAL ASY - CRANKSHAFT OIL - | Qty: 1 | Warranty |
| Installed CM5Z 6K682 L :TURBOCHARGER ASY | Qty: 1 | Warranty |
| Core Chg CM5Z 6K682 L-C :CM5Z 6K682 L - Core Charg | Qty: 1 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Warranty |
| confirmed oil pressure light on in dash, ran codes on fdrs and no codes in system followed test by symptom chart and completed a oil pressure test, oil pressure was low by mechanical gauge, part failed was oil pump tensioner went bad and caused the motor to start knocking, replaced engine and turbo per ssm. after completion test drove and vehicle is running normal now | | |
| #5 * ALIGN: PERFORM GUEST ALIGNMENT (ATTACH PRINT OUT TO R.O.) | | |
| ADDED OPERATION | | |
| *ALIGNMENT | | |
| Tech: John Starrett (567) | | 109.95 |
| Sub Total: 109.95 | | |

Please Note: WAIT WEB CREATED 2022-12-01 02:55:36PM TAKEN BY

```
**********************************************************
* The Greg Hubler annual toy drive.  We welcome you to   *
* donate toys for the children this holiday season..     *
* Accepting donations thru 12/19/22                      *
```

ereby authorize the repair work herein set forth to be done along with the necessary material and ree that you are not responsible for loss or damage to vehicle or articles left in case of fire, theft, or y other cause beyond your control or for any delays caused by the unavailability of parts or delays parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing d/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the ount of the repairs thereto.

REPAIRS SUBJECT TO A MINIMUM OF 1 HOUR DIAGNOSTIC TIME.

CLAIMER OF WARRANTIES: All warranties on this product are the manufacturer's. GREG BLER FORD hereby expressly disclaims all warranties, either expressed or implied, ding any implied warranty of merchantability or fitness for a particular purpose and GREG BLER FORD neither assumes nor authorized any other person to assume for it any liability onnection with the sale of the product. This disclaimer by GREG HUBLER FORD in no affects the terms of the manufacturer's warranty.

arts installed are new/salvaged or reconditioned parts.*

MS: STRICTLY CASH unless arrangements made.

you for allowing us to serve you!

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | SE FWD | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| ********** | |

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in case of fire, theft, or any other cause beyond your control or for any delays caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of the repairs thereto.

ALL REPAIRS SUBJECT TO A MINIMUM OF 1 HOUR DIAGNOSTIC TIME.

DISCLAIMER OF WARRANTIES: All warranties on this product are the manufacturer's. GREG HUBLER FORD hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and GREG HUBLER FORD neither assumes nor authorized any other person to assume for it any liability in connection with the sale of the product. This disclaimer by GREG HUBLER FORD in no way affects the terms of the manufacturer's warranty.

All parts installed are new/salvaged or reconditioned parts."

TERMS: STRICTLY CASH unless arrangements made.

Thank you for allowing us to serve you!

| | |
|---|---|
| LABOR | 109.95 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | 109.95 |
| TOTAL DUE | |

© 2018 DEALERTRACK TECHNOLOGIES - Dealership Application Group

[redacted]

| | | | |
|---|---|---|---|
| | SE FWD | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| Cell: 765-374-8455 Email: willsdianna7@gmail.com | |
| #1 - MISC: MISCELLANEOUS CONCERN- POSSIBLE DIAG WRENCH LIGHT ON AND VEHICLE DIED WHILE DRIVING - CHECK AND ADVISE | |
| #2 - 99P: MULTIPOINT INSPECTION MULTI POINT INSPECTION Sub Total: .00 | |
| #3 - Customer Reports: WARRANTY COMPANY INFO 1-800-901-6182 Sub Total: .00 | |
| #4 * Customer Reports: ENGINE REBUILD/REPLACE | |
| Corrected by | |
| Tech: John Starrett (567) | Warranty |
| Corrected by | |
| Tech: John Starrett (567) | Warranty |
| Corrected by EEC System Diagnosis (Quick Test). | |
| Tech: John Starrett (567) | Warranty |
| Corrected by | |
| Tech: John Starrett (567) | Warranty |
| Corrected by Extra time to repeat Final Quick Test | |
| Tech: John Starrett (567) | Warranty |
| Installed G1FZ 6006 A :SERVICE ENGINE ASY Qty: 1 | Warranty |

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in case of fire, theft, or any other cause beyond your control or for any delays caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of the repairs thereto.

ALL REPAIRS SUBJECT TO A MINIMUM OF 1 HOUR DIAGNOSTIC TIME.

DISCLAIMER OF WARRANTIES: All warranties on this product are the manufacturer's. GREG HUBLER FORD hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and GREG HUBLER FORD neither assumes nor authorized any other person to assume for it any liability in connection with the sale of the product. This disclaimer by GREG HUBLER FORD in no way affects the terms of the manufacturer's warranty.

"All parts installed are new/salvaged or reconditioned parts."

TERMS: STRICTLY CASH unless arrangements made.

Thank you for allowing us to serve you!

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

© 2015 DEALERTRACK TECHNOLOGIES Dealership Application Group

[redacted]

| | | Body | Color | License Number |
|---|---|---|---|---|
| 2018 FORD | ECOSPORT | SE FWD | | |

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Cell: 765-374-8455 Email: willsdianna7@gmail.com | | |
| #1 - MISC: MISCELLANEOUS CONCERN- POSSIBLE DIAG<br>Customer says after engine replacement they notice oil on the garage floor. Also getting a burning oil smell: Check and Advise.<br>Corrected by<br>Tech: John Starrett (567) | | |
| Corrected by<br>Tech: John Starrett (567) | | Warranty |
| Installed CM5Z 6C535 A :SEAL - VALVE | Qty: 2 | Warranty |
| Installed OSP20 :OIL DYE | Qty: 1 | Warranty |
| confirmed oil leak, dyed the system and found that the oil leak was coming from that camshaft solenoids, replaced both gaskets and cleaned the excess oil from the engine, let run and retested and no leak present, no labor opp for the gaskets. mt6c535 for .7, code to the solenoids part # 6m280. labor opp for the solenoid was .7 for both and i replaced both gaskets | | Warranty |

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in case of fire, theft, or any other cause beyond your control or for any delays caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of the repairs thereto.

ALL REPAIRS SUBJECT TO A MINIMUM OF 1 HOUR DIAGNOSTIC TIME

DISCLAIMER OF WARRANTIES: All warranties on this product are the manufacturer's. GREG HUBLER FORD hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and GREG HUBLER FORD neither assumes nor authorized any other person to assume for it any liability in connection with the sale of the product. This disclaimer by GREG HUBLER FORD in no way affects the terms of the manufacturer's warranty.

"All parts installed are new/salvaged or reconditioned parts."

TERMS: STRICTLY CASH unless arrangements made

Thank you for allowing us to serve you!

| | |
|---|---|
| LABOR | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

[redacted]

| Year | Make | Model | Body | Color | License Number |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | SE FWD | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---|
| Cell: 765-374-8455 Email: willsdianna7@gmail.com | |
| #1 - MISC: MISCELLANEOUS CONCERN- POSSIBLE DIAG<br>Customer has a clunk noise when stoping. check and advise.<br>had a bolt that needed tightened, backed off after driving for a while. loctited and reinstalled<br>Sub Total: .00 | |
| #2 - MISC: MISCELLANEOUS CONCERN- POSSIBLE DIAG<br>Dash says check fuel inlet. check and advise.<br>Tech: John Starrett (567)<br>verified concern, completed filler neck cleaning procedure and reset light, if comes back it will need a new filler neck<br>Sub Total: 75.48 | 75.48 |
| #3 - MISC: MISCELLANEOUS CONCERN- POSSIBLE DIAG<br>Car seems to have a hard start at times. check starter and Battery and advise.<br>Tech: John Starrett (567)<br>Installed BAGM 48H6 760 :BATTERY<br>battery tested bad, had only 500 cca and required 900. was a battery masters battery with no label so not sure what size they installed | Internal<br>Internal |

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in case of fire, theft, or any other cause beyond your control or for any delays caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of the repairs thereto.

ALL REPAIRS SUBJECT TO A MINIMUM OF 1 HOUR DIAGNOSTIC TIME.

DISCLAIMER OF WARRANTIES. All warranties on this product are the manufacturer's. GREG HUBLER FORD hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and GREG HUBLER FORD neither assumes nor authorized any other person to assume for it any liability in connection with the sale of the product. This disclaimer by GREG HUBLER FORD in no way affects the terms of the manufacturer's warranty.

All parts installed are new/salvaged or reconditioned parts.*

TERMS: STRICTLY CASH unless arrangements made

Thank you for allowing us to serve you!

| | |
|---|---|
| LABOR | 75.48 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | 12.08 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | 87.56 |



FARAH & FARAH

Protecting you and your family since 1979.

www.farahandfarah.com

July 1, 2021

**Via Certified Mail R.R.R.**
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121

[redacted]

[redacted]

Dear Sir or Madam:

Please be advised that this firm has the privilege of representing [redacted] regarding claims against Ford Motor Company ("Ford") pursuant to the Federal Magnuson-Moss Warranty Act with regard to the above-listed 2018 Ford Ecosport. Going forward, please cease all communication with my client and direct all correspondence to this office. Additionally, you are hereby notified that any settlement made with our client must include compensation for all statutory and other relief available to a consumer, including attorney's fees and costs. If you settle directly with our client, and do not make arrangements for payment of fees and costs, we will file suit against you. In addition, you are hereby notified of our attorney's fees lien with regard to this matter. I thank you in advance for your cooperation in this regard.

On or about April 13, 2019, my client purchased a 2018 Ford Ecosport (the "Vehicle") from Coggin Ford in Jacksonville, Florida, for approximately $29,098.81. Unfortunately, and as set forth in greater detail below, the Vehicle my client purchased has proven to be plagued with defects and other issues that substantially impair the use, value, and safety of the Vehicle.

On or about December 16, 2020, my client delivered the Vehicle to Pep Boys on Atlantic Blvd. (Jacksonville) due to a check engine light that appeared on her dashboard. When they diagnosed the vehicle a code PO51B (Crankcase Pressure Sensor Circuit) was displayed. She was told that they could not help her with this code and that she would have to take it to a Ford Service Department for evaluation.

On January 30, 2021, my client delivered the Vehicle to the Coggin Ford Service Department for service of the check engine light that was displayed on her dashboard. A multi-point inspection was done and the check engine light turned off.

On March 10, 2021, while driving, the check engine light came on again. My client stopped at a shop that performs oil changes. They checked her fluids and oil and topped off as needed. While speaking with the mechanic my client informed him of the issue and why she came in. The

mechanic told her that the issue had not been fixed and that the only thing done was that the check engine light that was displayed on her vehicle had been turned off.

On March 11, 2021, while driving on I-95, the Vehicle abruptly stopped and had to be towed to Coggin Ford, where it has been ever since. When my client calls regarding the status of her vehicle she receives no response. She has since emailed the General Manager of Coggin Ford regarding the engine issue and requested an estimate as to how much it would be to repair the Vehicle, but has received no response form the dealership.

On April 7, 2021, my client received a letter from Jessica Onuoha of Ford Motor Company, apologizing for not being able to get any information from the General Manager or the Service Manager at Coggin Ford. On April 10, 2021, Ms. Onuoha emailed my client and advised that repairs would cost $6,543.44 for parts and labor and further advised that Ford would cover 55% of the cost of repair ($3,598.89). On April 20, 2021, Ms. Onuoha again emailed my client and advised that she did "re-submit the warranty rate" which totaled $6,011.92. Ms. Onuoha then advised that Ford would cover $4,511.92 of the repair cost and my client would be responsible for paying $1,500.00 of the repair cost. To date, it is unclear as to why Ford is not covering the entire repair cost under the warranty and why Ford believes my client should have to pay anything for repair of items that are clearly covered under the warranty.

Although there have been additional repairs to address the issue, my client was not provided with repair orders for those repairs and the issue is still present in the Vehicle.

**DEMAND**

My client has already afforded Ford multiple opportunities to correct the issues listed above, but the Vehicle remains in a defective state. The defects and non-conformities listed above constitute a substantial impairment of the use, value and safety of the Vehicle. Your failure and/or refusal to repair said defects and non-conformities in accordance with the terms of your warranty, constitutes a breach of warranty entitling my client to recovery. See Rastaedt v. Mercedes-Benz USA, LLC, 63 So. 3d 41 (Fla. 4th DCA 2011); Ocana v. Ford Motor Company, 992 So. 2d 319 (Fla. 3d DCA 2008); Zelyony v. Porsche Cars N. Am., Inc., 2008 U.S. Dist. LEXIS 31439 (S.D. Fla. 2008).

To the extent my client has not already placed you on notice, you are hereby notified that your failure to successfully repair the defect and non-conformities in the subject Vehicle constitute a breach of your warranty. The repair history for the Vehicle clearly shows that you have been unable to correct the defect and nonconformities, after being afforded more than reasonable opportunities to do so. Accordingly, your warranty has failed of its essential purpose, and my client is entitled to seek any remedy available at law. See Frank Griffin Volkswagen, Inc. v. Smith, 610 So. 2d 597 (Fla. 1st DCA 1992); Burns v. DaimlerChrysler, 914 So.2d 451 (Fla. 4th DCA 2006).

It is my client's contention that you have already been provided with sufficient opportunities to cure the breach of warranty. However, if you are interested in making an additional attempt at curing the breach of warranty, my client has authorized me to resolve this matter for a buy back of the Vehicle, reimbursement of all loan and insurance payments made to date, damages for loss of use of the Vehicle, and payment of actual attorney's fees and costs, which are relatively low as

of the date of this writing.[1] My client will also agree to execute a mutually-agreeable release agreement as a condition of settlement.

My client is neither litigious nor unreasonable and he only wants the quality product she expected when she purchased the Vehicle while still under the factory warranty. As such, I respectfully request that you contact me on or before **Friday July 16, 2021**, to accept my client's demand and finalize the terms of same. If this matter is not resolved within the stated timeframe, my client has instructed me to pursue any and all legal and equitable remedies available to her under state and federal law, including an award of costs and attorneys' fees incurred in seeking same.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

[redacted]

Please respond to:


| | | | | |
|---|---|---|---|---|
| Joshua T. Kaleel, Esq. | email: | jkaleel@farahandfarah.com | or phone: | (904) 680-7779 |
| Cydney Noah | email: | cnoah@farahandfarah.com | or phone: | (904) 503-9563 |


[1] We will provide a copy of the attorney's fees bill upon request.

FARAH & FARAH

PROTECTING YOU AND YOUR FAMILY SINCE 1979

www.farahandfarah.com

FARAH & FARAH

PROTECTING YOU AND YOUR FAMILY SINCE 1979



210403298

CERTIFIED MAIL®



7020 1810 0002 2045 8673

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121

10 WEST ADAMS STREET • JACKSONVILLE, FLORIDA 32202 • P 904.396.5555 • F 904.358.2424

SENDER: COMPLETE THIS SECTION
■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
COMPLETE THIS SECTION ON DELIVERY
A. Signature
X
☐ Agent
☐ Addressee
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
Restricted Delivery
Domestic Return Receipt
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

[redacted]

You agree that we advised you whether, based on seller's knowledge, the vehicle was titled, registered, or used as a taxicab, police vehicle, short term rental or is a vehicle that is rebuilt or assembled from parts, a kit car, a replica, a flood vehicle, or a manufacturer buy back.

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost you. | Amount Financed<br>The amount of credit provided to you or on your behalf. | Total of Payments<br>The amount you will have paid after you have made all payments as scheduled. | Total Sale Price<br>The total cost of your purchase on credit, including your down payment of $ 0.00 is |
|---|---|---|---|---|
| 4.89 % | $ 4930.67 | $ 29098.81 | $ 34029.38 | $ 34029.38 |

**Your Payment Schedule Will Be:** (e) means an estimate

| Number of Payments | Amount of Payments | When Payments Are Due |
|---|---|---|
| 77 | 441.94 | Monthly beginning 05/28/2019 |
| N/A | N/A | N/A |

Or As Follows: N/A

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of each installment.

**Prepayment.** If you pay off all your debt early, you may have to pay a penalty.

**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, prepayment penalties, any required repayment in full before the scheduled date and security interest.

**WARRANTIES SELLER DISCLAIMS**

**Unless the Seller makes a written warranty, or enters 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.

**Returned Payment Charge:** If any check or other payment instrument you give us is dishonored or any electronic payment you make is returned unpaid, you will pay a charge of $25 if the payment amount is $50 or less; $30 if the payment amount is over $50 but not more than $300; $40 if the payment amount is over $300; or such amount as permitted by law.

Florida documentary stamp tax required by law in the amount of $ 101.85 has been paid or will be paid directly to the Department of Revenue.

Certificate of Registration No. _____

You assign all manufacturer rebates and cash back incentives used as a downpayment on this contract to seller. You agree to complete all documents required for assignment of rebates and incentives.

[redacted]

**ITEMIZATION OF AMOUNT FINANCED**

| | | | |
|---|---|---|---|
| 1 | Cash Price (including $ 1141.61 sales tax) | | $ 24230.61 (1) |
| 2 | Total Downpayment = | | |
| | Gross Trade-In Allowance | $ 5000.00 | |
| | Less Pay Off Made By Seller (e) | $ 13446.00 | |
| | Equals Net Trade In | $ -8446.00 | |
| | + Cash | $ N/A | |
| | + Other CONSUMER REBATE | $ 4500.00 | |
| | (If total downpayment is negative, enter "0" and see 4J below) | | $ 0.00 (2) |
| 3 | Unpaid Balance of Cash Price (1 minus 2) | | $ 24230.61 (3) |
| 4 | Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts): | | |
| A | Cost of Optional Credit Insurance Paid to Insurance Company or Companies. | | |
| | Life $ N/A | | |
| | Disability $ N/A | | $ N/A |
| B | Vendor's Single Interest Insurance Paid to Insurance Company | | $ N/A |
| C | Other Optional Insurance Paid to Insurance Company or Companies | | $ N/A |
| D | Optional Gap Contract | | $ 600.00 |
| E | Official Fees Paid to Government Agencies | | $ N/A |
| F | Government Documentary Stamp Taxes | | $ 101.85 |
| G | Government Taxes Not Included in Cash Price | | $ N/A |
| H | Government License and/or Registration Fees | | |
| | RegisRetate Reg Agency Charge FeeTire Tax FL MVWEA FEE | | $ 220.35 |
| I | Government Certificate of Title Fees | | $ N/A |
| J | Other Charges (Seller must identify who is paid and describe purpose) | | |
| | to FLAGSHIP CREDIT ACCEPT for Prior Credit or Lease Balance (e) | | $ 3946.00 |
| | to N/A for N/A | | $ N/A |
| | to N/A for N/A | | $ N/A |
| | to N/A for N/A | | $ N/A |
| | to N/A for N/A | | $ N/A |
| | to N/A for N/A | | $ N/A |
| | to N/A for N/A | | $ N/A |
| | to N/A for N/A | | $ N/A |
| | to N/A for N/A | | $ N/A |
| | to N/A for N/A | | $ N/A |
| | Total Other Charges and Amounts Paid to Others on Your Behalf | | $ 4868.20 (4) |
| 5 | Loan Processing Fee Paid to Seller (Prepaid Finance Charge) | | $ 0.00 (5) |
| 6 | Amount Financed (3 plus 4) | | $ 29098.81 (6) |

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 6, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS _____

**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.**

**OPTIONAL SERVICE CONTRACTS**
You are not required to buy a service contract to obtain credit. Your choice of service contract providers for any service contracts you buy will not affect our decision to sell or extend credit to you.

**REJECTION OR REVOCATION**
If you are permitted under Florida's Uniform Commercial Code to reject or revoke acceptance of the vehicle and you claim a security interest in the vehicle because of this, you must either: (a) post a bond in the amount of the disputed balance; or (b) deposit all installment payments as they become due into the registry of a court of competent jurisdiction.

**SERVICING AND COLLECTION CONTACTS**
You agree that we may try to contact you in writing, by e-mail, or using pre-recorded/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.

**APPLICABLE LAW**
Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

**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 4D 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.

[redacted]

**Insurance.** 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 unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your choice of insurance providers will not affect our decision to sell you the vehicle or extend credit to you.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

**Check the insurance you want and sign below:**

## Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both ☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Term N/A Term N/A

Premium: Credit Life $ N/A Credit Disability $ 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 to buy credit life insurance 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. If you choose this insurance, the cost is shown in item 4A of the Itemization of Amount Financed. 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.

If the box above is checked to indicate that you want credit life insurance, please read and sign the following acknowledgments:

1. You understand that you have the option of assigning any other policy or policies you own or may procure for the purpose of covering this extension of credit and that the policy need not be purchased from us in order to obtain the extension of credit.

X N/A _____ Buyer _____ Date X N/A _____ Co-Buyer _____ Date

2. You understand that the credit life coverage may be deferred if, at the time of application, you are unable to engage in employment or unable to perform normal activities of a person of like age and sex. (You need not sign this acknowledgement if the proposed credit life insurance policy does not contain this restriction.)

X N/A _____ Buyer _____ Date X N/A _____ Co-Buyer _____ Date

3. You understand that the benefits under the policy will terminate when you reach a certain age and affirm that your age is accurately represented on the application or policy.

X N/A _____ Buyer _____ Date X N/A _____ Co-Buyer _____ Date

## Other Optional Insurance

☒ N/A (Type of Insurance) N/A (Term) Premium $ N/A

Insurance Company Name & Address

N/A

☐ N/A (Type of Insurance) N/A (Term) Premium $ N/A

Insurance Company Name & Address

N/A

☐ N/A (Type of Insurance) N/A (Term) Premium $ N/A

Insurance Company Name & Address

N/A

☐ N/A (Type of Insurance) N/A (Term) Premium $ N/A

Insurance Company Name & Address

☐ N/A (Type of Insurance) N/A (Term) Premium $ N/A

Insurance Company Name & Address

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X N/A _____ Buyer Signature 04/13/2019 Date X N/A _____ Co-Buyer Signature _____ Date

**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.**

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, **the cost of this insurance is $** N/A and is also shown in item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

You authorize us to purchase Vendor's or Lender's Single Interest Insurance.

Buyer Signs X N/A _____ Co-Buyer Signs X N/A _____ Date: _____

[redacted]

## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

a. **How we will figure Finance Charge.** We will treat any Prepaid Finance Charge as fully earned on the date of this contract. We will figure the rest of the finance charge on a daily basis at the Base Rate on the unpaid part of your Principal Balance. Your Principal Balance is the sum of the Amount Financed and the Prepaid Finance Charge, if any.

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 your Principal Balance 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 your Principal Balance at any time. If the contract is paid in full within six months after the date you sign it, we may impose an acquisition charge, not exceeding $75, for services performed on your behalf for processing this contract. If you prepay, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

e. **You may ask for a payment extension.** You may ask us for a deferral of the scheduled due date of all or any part of a payment (extension). If we agree to your request, we may charge you a $15 extension fee. You must maintain the physical damage insurance required by this contract (see 2.d.) during any extension. If you do not have this insurance, we may buy it and charge you for it as this contract says. You may extend the term of any optional insurance you bought with this contract to cover the extension if the insurance company or your insurance contract permits it, and you pay the charge for extending this insurance.

If you get a payment extension, you will pay additional finance charges at the Base Rate on the amount extended during the extension. You will also pay any additional insurance charges resulting from the extension, and the $15 extension fee if we charge you this fee.

### 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.

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 put 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. 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. If we decide to buy physical damage insurance, we 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 of the insurance and a finance charge at 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 obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from 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 at once. 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; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of your Principal Balance 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.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. This includes any attorneys' fees we incur as a result of any bankruptcy proceeding brought by or against you under federal law.

d. **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.

e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell 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, [redacted] amount you owe. Allowed expenses are [redacted] result of taking the vehicle, holding it, pre[redacted] Attorney fees and court costs the law per[redacted] 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 a rate not exceeding the highest lawful rate 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.

**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, locate financing for you on the exact terms shown on page 1 of this contract, and assign this contract to a financial institution. You agree that Seller has the number of days stated on page 1 of this contract to assign this contract. You agree that if Seller is unable to assign this contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel this contract. Seller's right to cancel this contract ends upon assignment of this contract.**

b. **If Seller elects to cancel per Paragraph a above, Seller will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new contract with different financing terms (for example, a larger down payment, a higher annual percentage rate, a required cosigner, etc.) or you may pay with alternate funds arranged by you.**

c. **Upon receipt of the notice of cancellation, you must return the vehicle to Seller within 48 hours in the same condition as when sold other than reasonable wear for the time you had it. Except as described below, Seller must give you back all consideration Seller has received from you in connection with this contract.**

d. **If you do not return the vehicle within 48 hours after receipt of the notice of cancellation, you agree that Seller may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller the charge shown in the Seller's Right to Cancel provision on page 1 of this contract for each day you do not return the vehicle after receipt of the notice of cancellation.**

e. **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, are in full force and you assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage done to the vehicle while the vehicle is in your possession. Seller may deduct from any consideration due to you under paragraph c. above Seller's reasonable costs to repair the vehicle and any daily charges you incur if you fail to return the vehicle within 48 hours after receipt of the notice of cancellation. If Seller cancels this contract, the terms of this Seller's Right to Cancel provision (including those on page 1 of this contract) remain in effect even after you no longer have possession of the vehicle.**

**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 equipment obtained under this contract.

[redacted]

**ARBITRATION PROVISION**
**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

[redacted]

(e)

**our trade-in vehicle(s) has not**
**ce vehicle, short term rental or**

ove and in Item 2 of the itemization

an the amount shown above and in
age Seller receives from your prior
above and in Item 2 or any refund

ature X _____

***Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.***

**NOTICE TO THE BUYER: a) Do not sign this contract before you read it or if it contains any blank spaces. b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.**

[redacted]



NOTES: Factory OpCodes:|Include: |Notes: |Labor:
MMENTS: WAIT CC CREATED 2021-01-22 02:53:00PM TAKEN BY
A SECKINGTON

806269

- C Recall po 918

EASE READ CAREFULLY, CHECK ONE OF THE
ATEMENTS BELOW, AND SIGN: I UNDERSTAND, THAT
IDER STATE LAW, I AM ENTITLED TO A WRITTEN
TIMATE IF MY FINAL BILL WILL EXCEED $100.

I REQUEST A WRITTEN ESTIMATE.

I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS
E REPAIR COSTS DO NOT EXCEED $_____. THE SHOP
Y NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN
ORAL APPROVAL.

**PAYMENT TERMS:** I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express lien is hereby acknowledged to secure the cost of labor, materials, and any other authorized charges.

**SHOP SUPPLY COSTS:** A charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, will be added to the Repair Order. This charge represents cost and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state (s.403.718), and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state (s.403.7185).

**LABOR AND PARTS COSTS:** Labor charges are based on both a flat rate and an hourly rate unless otherwise indicated. **All parts installed are new unless otherwise indicated.** You are entitled, upon request, to inspect all parts removed from the vehicle or, provided that the Dealership does not have a warranty arrangement or exchange parts program with the manufacturer, supplier or distributor, to have them returned.

Discard Replaced Parts _____ (INITIAL) Save Replaced Parts _____ (INITIAL)

**CHARGES FOR DIAGNOSTIC/PARTIALLY COMPLETED WORK:** If I authorize diagnostic work to estimate the cost of repair or commencement of repairs, but cancellation of a repair or service, a charge will be imposed for disassembly, reassembly or partially

PE23-015 001946 LC SV





[redacted]

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 13APR19 DD | 07JUN18 | | 19:00 11MAR21 | | | CASH | 01JUL21 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC225138 DLR:F24206 ENG:1.0L_ECOBOOST_ENGINE TRN:AUTOMATIC |
|---|---|---|
| 07:14 11MAR21 | 15:59 01JUL21 | |

| LINE | OPCODE | TECH | TYPE | A/HRS | S/HRS | COST | SALE | COMP | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A | Customer StatesGETTING WARNING LOW ENGINE OIL PRESSURE THEN CAR SHUT OFF ON HER | | | | | | | | | | |
| | CS | Customer States | | | | | | | | | |
| | 809020 | | ISP | 0.00 | 0.00 | 0 | 0 | | | 0.00 | 0.00 |
| PARTS: | 0.00 | LABOR: | 0.00 | OTHER: | 0.00 | TOTAL LINE A: | | | | | 0.00 |
| VERSION 1 (EMP# 809805,01JUL21 15:59): 69469 CUSTOMER COMMUNICATING WITH FORD AT THIS TIME ONCE WE RECEIVE APPROVAL FROM FORD OR CUSTOMER WE WILL REOPEN TICKET | | | | | | | | | | | |
| B | Customer States VEHICLE DOES NOT CRANK TURNS OVER BUT DOES NOT START | | | | | | | | | | |
| | CS | Customer States | | | | | | | | | |
| | 809020 | | ISP | 0.00 | 0.00 | 0 | 0 | | | 0.00 | 0.00 |
| PARTS: | 0.00 | LABOR: | 0.00 | OTHER: | 0.00 | TOTAL LINE B: | | | | | 0.00 |
| C | Express Multi-Point Inspection | | | | | | | | | | |
| | 99PX | Express Multi-Point Inspection | | | | | | | | | |
| | 809020 | | ISP | 0.00 | 0.00 | 0 | 0 | | | 0.00 | 0.00 |
| PARTS: | 0.00 | LABOR: | 0.00 | OTHER: | 0.00 | TOTAL LINE C: | | | | | 0.00 |

EST: 0.00 11MAR21 08:31 SA: 809805
CONTACT:
**********

CREATED 2021-03-10 06:51:00PM
TAKEN BY SHIRLEY EASON

THANK YOU FOR CHOOSING COGGIN FORD JACKSONVILLE! YOUR TOTAL SATISFACTION IS ONLY GOAL. PLEASE CONTACT OUR SERVICE MANAGER IF THERE IS ANY WAY THAT YOU FEEL OUR SERVICE CAN BETTER SERVE YOU. HAVE A GREAT DAY!

*** NO RO PUNCH TIMES ON FILE ***

| TRGT/ACCOUNT | SALE | COST | CONTROL | TRGT/ACCOUNT | SALE | COST | CONTROL |
|---|---|---|---|---|---|---|---|
| 522/1463010 | 0 | 0 | | 522/1775003 | 0 | ******* | |

| COST, SALE, & COMP TOTALS | 0 | 0 | 0 |
|---|---|---|---|

**WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.**

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*** SHOP SUPPLY COSTS:** We have added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| ADJUSTMENTS | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES * | 0.00 |
| TOTAL CHARGES | 0.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| **PLEASE PAY THIS AMOUNT** | 0.00 |

**REMIT TO: 4365 River Green Parkway, Suite 100 Duluth, GA 30096**

DealerCAP 2014 CDK Global, LLC (02/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 9698023

ACCOUNTING COPY

[redacted]

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISE | | | | |
|---|---|---|---|---|---|---|---|
| 13APR19 DD | 07JUN18 | | 19:00 11MAR21 | | | CASH | 01JUL21 |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC225138 DLR:F24206 ENG:1.0L_ECOBOOST_ENGINE TRN:AUTOMATIC |
|---|---|---|
| 07:14 11MAR21 | 15:59 01JUL21 | |

| LINE | OPCODE | TECH | TYPE | HOURS | | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|

A Customer StatesGETTING WARNING LOW ENGINE OIL PRESSURE THEN CAR SHUT OFF ON HER

CS Customer States

809020 ISP (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

CUSTOMER COMMUNICATING WITH FORD AT THIS TIME ONCE WE RECEIVE APPROVAL FROM FORD OR CUSTOMER WE WILL REOPEN TICKET

**********

B Customer States VEHICLE DOES NOT CRANK TURNS OVER BUT DOES NOT START

CS Customer States

809020 ISP (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

**********

C Express Multi-Point Inspection

99PX Express Multi-Point Inspection

809020 ISP (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

**********

EST: 0.00 11MAR21 08:31 SA: 809805

CONTACT:

**********

CREATED 2021-03-10 06:51:00PM
TAKEN BY SHIRLEY EASON

THANK YOU FOR CHOOSING COGGIN FORD JACKSONVILLE! YOUR TOTAL SATISFACTION IS ONLY GOAL. PLEASE CONTACT OUR SERVICE MANAGER IF THERE IS ANY WAY THAT YOU FEEL OUR SERVICE CAN BETTER SERVE YOU. HAVE A GREAT DAY!

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*SHOP SUPPLY COSTS: We have added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| ADJUSTMENTS | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES * | 0.00 |
| TOTAL CHARGES | 0.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| PLEASE PAY THIS AMOUNT | 0.00 |

REMIT TO: 4365 River Green Parkway, Suite 100
Duluth, GA 30096

DealerCAP 2014 CDK Global, LLC (02/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 969852

CUSTOMER COPY

[redacted]

| ZA/White | 18 | FORD Ecosport | MAJ3P1TE7JC225138 | | 69469/69469 | T3906 |
|---|---|---|---|---|---|---|

| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 13APR19 DD | 07JUN18 | | 19:00 11MAR21 | | | CASH | 01JUL21 |

| R.O. OPENED | READY | OPTIONS: |
|---|---|---|
| 07:14 11MAR21 | 15:59 01JUL21 | SOLD-STK:JC225138 DLR:F24206<br>ENG:1.0L_ECOBOOST_ENGINE TRN:AUTOMATIC |

```
LINE OPCODE TECH TYPE A/HRS S/HRS   COST    SALE  COMP    LIST      NET     TOTAL
A Customer StatesGETTING WARNING LOW ENGINE OIL PRESSURE THEN CAR SHUT
        OFF ON HER
     CS Customer States
          809020  ISP  0.00  0.00      0       0                   0.00      0.00
PARTS:       0.00  LABOR:       0.00  OTHER:       0.00   TOTAL LINE A:        0.00
 VERSION 1 (EMP# 809805,01JUL21 15:59): 69469 CUSTOMER COMMUNICATING
 WITH FORD AT THIS TIME ONCE WE RECEIVE APPROVAL FROM FORD OR CUSTOMER
 WE WILL REOPEN TICKET
B Customer States VEHICLE DOES NOT CRANK TURNS OVER BUT DOES NOT START
     CS Customer States
          809020  ISP  0.00  0.00      0       0                   0.00      0.00
PARTS:       0.00  LABOR:       0.00  OTHER:       0.00   TOTAL LINE B:        0.00
C Express Multi-Point Inspection
     99PX Express Multi-Point Inspection
          809020  ISP  0.00  0.00      0       0                   0.00      0.00
PARTS:       0.00  LABOR:       0.00  OTHER:       0.00   TOTAL LINE C:        0.00

EST: 0.00              11MAR21 08:31  SA: 809805
   CONTACT:
*************************************************

  CREATED 2021-03-10 06:51:00PM    THANK YOU FOR CHOOSING COGGIN FORD
  TAKEN BY SHIRLEY EASON           JACKSONVILLE! YOUR TOTAL SATISFACTION IS ONLY
                                   GOAL. PLEASE CONTACT OUR SERVICE MANAGER IF
                                   THERE IS ANY WAY THAT YOU FEEL OUR SERVICE
                                   CAN BETTER SERVE YOU. HAVE A GREAT DAY!
*** NO RO PUNCH TIMES ON FILE ***
```

[redacted] ST CONTROL [redacted] CONTROL

0. *

TOTALS

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

| | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| ADJUSTMENTS | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES * | 0.00 |
| TOTAL CHARGES | 0.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| PLEASE PAY THIS AMOUNT | 0.00 |

DATE  CUSTOMER SIGNATURE  AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

REMIT TO: 4365 River Green Parkway, Suite 100
Duluth, GA 30096

DealerCAP 2014 CDK Global, LLC (02/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 2696923

ACCOUNTING COPY

[redacted]951 LC SV

[redacted]

LINE OPCODE TECH TYPE HOURS LIST N

A Customer StatesGETTING WARNING LOW ENGINE OIL PRESSURE THEN CAR SHU
OFF ON HER
CS Customer States
809020 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
CUSTOMER COMMUNICATING WITH FORD AT THIS TIME ONCE WE RECEIVE
APPROVAL FROM FORD OR CUSTOMER WE WILL REOPEN TICKET
**********

B Customer States VEHICLE DOES NOT CRANK TURNS OVER BUT DOES NOT START
CS Customer States
809020 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
**********

C Express Multi-Point Inspection
99PX Express Multi-Point Inspection
809020 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
**********

EST: 0.00 11MAR21 08:31 SA: 809805
CONTACT:
**********

CREATED 2021-03-10 06:51:00PM
TAKEN BY SHIRLEY EASON

THANK YOU FOR CHOOSING COGGIN FORD JACKSONVILLE! YOUR TOTAL SATISFACTION IS ONLY GOAL. PLEASE CONTACT OUR SERVICE MANAGER IF THERE IS ANY WAY THAT YOU FEEL OUR SERVICE CAN BETTER SERVE YOU. HAVE A GREAT DAY!

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*SHOP SUPPLY COSTS: We have added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state (s.403.718), and a $1.50 fee to be collected for each new or remanufactured battery sold in the state (s.403.7185).

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| ADJUSTMENTS | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES * | 0.00 |
| TOTAL CHARGES | 0.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| PLEASE PAY THIS AMOUNT | 0.00 |

REMIT TO: 4365 River Green Parkway, Suite 100
Duluth, GA 30096

DealerCAR 2014 CDK Global, LLC (02/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 9608023

FILE COPY

[redacted]

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
VERSION 1 (EMP# 806269,30JAN21 10:29): run dtc, code p051b had to update pcm
B Express Multi-Point Inspection
99PX Express Multi-Point Inspection
806269 ISP 0.00 0.00 0 0 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
C** DTC P051B
RECALL RECALL PERFORMED PER FORD - RECALL ON OASIS
806269 ISP 0.00 0.00 0 0 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
VERSION 1 (EMP# 812540,02FEB21 07:12): 68410 technician performed update per tsb that was not covered by warranty update performed for customer at no cost.
WAIT CC CREATED 2021-01-22 02:53:00PM TAKEN BY MIA SECKINGTON

THANK YOU FOR CHOOSING COGGIN FORD JACKSONVILLE! YOUR TOTAL SATISFACTION IS ONLY GOAL. PLEASE CONTACT OUR SERVICE MANAGER IF THERE IS ANY WAY THAT YOU FEEL OUR SERVICE CAN BETTER SERVE YOU. HAVE A GREAT DAY!

| DATE | START | FINISH | DURATION | TYPE | TECH | LINE(S) | CHG |
|---|---|---|---|---|---|---|---|
| 01-30-21 | 08:32 | 10:29 | 1.95 | W | 806269 | A | |

| TRGT/ACCOUNT | SALE | COST | CONTROL | TRGT/ACCOUNT | SALE | COST | CONTROL |
|---|---|---|---|---|---|---|---|
| 522/1463010 | 0 | 0 | | 522/1775003 | 0 | ******* | |

| | | | |
|---|---|---|---|
| COST, SALE, & COMP TOTALS | 0 | 0 | 0 |

**WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.**

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*** SHOP SUPPLY COSTS:** We have added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| ADJUSTMENTS | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES * | 0.00 |
| TOTAL CHARGES | 0.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| **PLEASE PAY THIS AMOUNT** | 0.00 |

**REMIT TO: 4365 River Green Parkway, Suite 100 Duluth, GA 30096**

DealerCAP 2014 CDK Global, LLC (02/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 9699023

ACCOUNTING COPY

[redacted]

ZA/White | 18 | FORD Ecosport | MA[redacted]

| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED |
|---|---|---|---|
| 13APR19 DD | 07JUN18 | | ** WAITER ** |

CASH

| R.O. OPENED | READY |
|---|---|
| 30JAN2021 07:45 | |

OPTIONS: SOLD-STK:JC225138 DLR:F24206
ENG:1.0L_ECOBOOST_ENGINE TRN:AUTOMATIC

| LINE | OP CODE | FRH | TECH... | TYPE | DESCRIPTIONS/INSTRUCTIONS |
|---|---|---|---|---|---|
| # A | EG04 | 0.00 | | CPC | CHECK ENGINE LIGHT ON PLEASE CHECK AND ADVISE |

ISP DH

| | | | | |
|---|---|---|---|---|
| # B | 99PX | 0.00 | CPCX | Express Multi-Point Inspection |

NOTES: Factory OpCodes: | Include: | Notes: | Labor:
COMMENTS: WAIT CC CREATED 2021-01-22 02:53:00PM TAKEN BY
MIA SECKINGTON

806269

Ford

# C Reatl po 5/13

PAID
Isp

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND, THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____. THE SHOP

[redacted]

**PAYMENT TERMS:** I agree to pay for the Inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express lien is hereby acknowledged to secure the cost of labor, materials, and any other authorized charges.

**SHOP SUPPLY COSTS:** A charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, will be added to the Repair Order. This charge represents cost and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state [s.403.7185].

**LABOR AND PARTS COSTS:** Labor charges are based on both a flat rate and an hourly rate unless otherwise indicated. **All parts installed are new unless otherwise indicated.** You are entitled, upon request, to inspect all parts removed from the vehicle or, provided that the Dealership does not have a warranty arrangement or exchange parts program with the manufacturer, supplier or distributor, to have them returned.

[redacted]NITIAL) Save Replaced Parts _____ (INITIAL)

[redacted]RTIALLY COMPLETED WORK: If I authorize diagnostic work [redacted] commencement of repairs, but do not authorize completion [redacted] will be imposed for disassembly, reassembly or partially [redacted]l be reassembled to a condition reasonably similar as when [redacted]ly or the reassembled vehicle would be unsafe. Any charges [redacted]al amount of labor or parts involved in the inspection, repair

[redacted]nd that a storage charge equal to $15.00 will be assessed [redacted]ck up the vehicle within 3 working days after being notified [redacted]ted.

[redacted]s not responsible for any delays caused by unavailability of [redacted]r transporter, nor is it responsible for loss or damage to the [redacted]icle in case of fire, theft, or any other cause beyond its [redacted]ship permission to operate the vehicle on streets, highways [redacted]se of testing and/or inspecting the vehicle. I authorize the [redacted]ded to facilitate vehicle repair, as well as sharing that data [redacted] diagnostic and research purposes.

_____ Date _____

[redacted]N THE REVERSE SIDE OF THIS REPAIR ORDER.

DealerCAP 2014 CDK Global, LLC (02/15) WORKORDER TYPE 2 - SW2C - "LIMITED WARRANTY" - FLORIDA

TECHNICIAN COPY

[redacted]

COMPANY: ID: STATUS: TYPE:
PLAN CD: EFF DATE: END DATE: TRANSFER IND:
START MILE: END MILE: DEDUCTIBLE: OWNER:

********** WARRANTY INFORMATION **********
STATUS: DESC: START DATE:31AUG18 END DATE:
START MILE:00032 END MILE: REMAINING: TRANSFER IND:
CANCEL DATE: CANCEL CODES:
********** FACTORY EXTENDED WARRANTY **********
MILEAGE: REMAINING DAYS: CODES:

********** SERVICE HISTORY **********
RO NUMBER CLOSED SERVICE DEALER NAME MILEAGE COMPLAINT DESCRIPTION

LEGAL CASE COUNT: 0

[redacted]

| DEL DATE | PROD DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
|---|---|---|---|---|---|---|---|
| 13APR19 DD | 07JUN18 | | ** WAITER ** | | | CASH | |

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC225138 DLR:F24206 ENG:1.0L_ECOBOOST_ENGINE TRN:AUTOMATIC |
|---|---|---|
| 30JAN2021 07:45 | | |

| LINE | OP CODE | FRH | TECH... | TYPE | DESCRIPTIONS/INSTRUCTIONS |
|---|---|---|---|---|---|
| # A | EG04 | 0.00 | | CPC | CHECK ENGINE LIGHT ON PLEASE CHECK AND ADVISE |
| # B | 99PX | 0.00 | | CPCX | Express Multi-Point Inspection |

NOTES: Factory OpCodes: | Include: | Notes: | Labor:

COMMENTS: WAIT CC CREATED 2021-01-22 02:53:00PM TAKEN BY MIA SECKINGTON

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND, THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED:_____ DATE:_____

Customer's method of payment: ☐CASH ☐CHECK ☐CREDIT CARD ☐OTHER

CHARGE FOR ESTIMATE: $ _____ PRELIMINARY ESTIMATE $ _____

| REVISED ESTIMATE $ | DATE | TIME | BY |
|---|---|---|---|
| NAME AND PHONE NUMBER OF ANOTHER PERSON WHO MAY AUTHORIZE REPAIR WORK: | | | |

**PAYMENT TERMS:** I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express lien is hereby acknowledged to secure the cost of labor, materials, and any other authorized charges.

**SHOP SUPPLY COSTS:** A charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, will be added to the Repair Order. This charge represents cost and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state [s.403.7185].

**LABOR AND PARTS COSTS:** Labor charges are based on both a flat rate and an hourly rate unless otherwise indicated. All parts installed are new unless otherwise indicated. You are entitled, upon request, to inspect all parts removed from the vehicle or, provided that the Dealership does not have a warranty arrangement or exchange parts program with the manufacturer, supplier or distributor, to have them returned.
Discard Replaced Parts _____ (INITIAL) Save Replaced Parts _____ (INITIAL)

**CHARGES FOR DIAGNOSTIC/PARTIALLY COMPLETED WORK:** If I authorize diagnostic work to estimate the cost of repair or commencement of repairs, but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. The vehicle shall be reassembled to a condition reasonably similar as when received, unless I waive reassembly or the reassembled vehicle would be unsafe. Any charges will be directly related to the actual amount of labor or parts involved in the inspection, repair or service.

**STORAGE CHARGES:** I understand that a storage charge equal to $15.00 will be assessed and shall accrue daily if I fail to pick up the vehicle within 3 working days after being notified that the repairs have been completed.

I understand that the Dealership is not responsible for any delays caused by unavailability of parts or shipping by the supplier or transporter, nor is it responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control. I hereby grant the Dealership permission to operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing that data with the vehicle manufacturer for diagnostic and research purposes.

Customer Signature _____ Date _____

**WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR ORDER.**

DealerCAP 2014 CDK Global, LLC (02/15) WORKORDER TYPE 2 - SW2C - "LIMITED WARRANTY" - FLORIDA

CUSTOMER'S COPY

PE23-015 001957 LC SV

| VEHICLE IDENTIFICATION | MILEAGE | YEAR | MAKE | MODEL | LICENSE NO. | JOB NO. | SERVICE ADV. | DATE |
|---|---|---|---|---|---|---|---|---|
| | 68416 | | | | | | | |

YOU CAN TRUST COGGIN

**COGGIN FORD**

9650 ATLANTIC BLVD.
JACKSONVILLE, FLORIDA 32225
904-567-3782
www.cogginfordjacksonville.com

RETAIN PARTS
☐ Yes
☐ No

NAME Gale

ADDRESS

CITY, STATE ZIP

EMAIL:

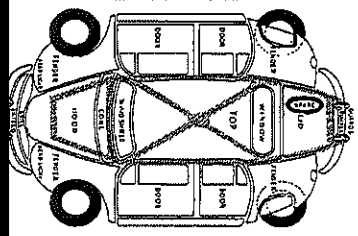
PHONE 1:

PHONE 2:

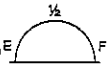
6182

[redacted]

VEHICLE CHECK IN



DAMAGE
Chips D- Dent T - Tear
Scratch M - Missing G - Glass Damage




RADIO STATION

KEYLESS CODE

SIGNED
By signing you agree to all terms and conditions on both sides of this document.

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.

____ I REQUEST A WRITTEN ESTIMATE.

____ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $ _____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

____ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ DATE _____

The Reynolds and Reynolds Company CC572403 Q (08/20)

PE23-015 001958 LC SV

## ADDITIONAL TERMS

IN THESE ADDITIONAL TERMS,

- "I" AND "MY" REFERS TO THE CUSTOMER.
- "YOU" MEANS THE REPAIR SHOP WHICH COULD BE A VEHICLE DEALER OR AN INDEPENDENT REPAIR SHOP
- "SELLER" MEANS THE REPAIR SHOP WHICH COULD BE A VEHICLE DEALER OR AN INDEPENDENT REPAIR SHOP.

AUTHORIZATION: I, THE CUSTOMER, HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE, ALONG WITH THE USE AND APPLICATION OF ANY NECESSARY MATERIALS, AND AGREE THAT YOU, THE REPAIR SHOP, ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO 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. THIS REPAIR SHOP IS ALSO NOT RESPONSIBLE FOR THEFT OF THE VEHICLE OR THEFT OF ANY ARTICLES STOLEN FROM INSIDE OR ON THE VEHICLE OR ANY DAMAGE CAUSED BY FIRE OR ANY ACTS OF NATURE. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE ON STREETS, HIGHWAYS, OR ELSEWHERE, FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON THIS VEHICLE TO SECURE THE AMOUNT OF THESE REPAIRS. ALL PARTS ARE NEW OR REMANUFACTURED UNLESS OTHERWISE INDICATED. ESTIMATES ARE GOOD FOR 30 DAYS. I ALSO AUTHORIZE ALL THE LISTED WORK TO BE PERFORMED ON MY VEHICLE FROM THE FRONT OF THIS DOCUMENT, INCLUDING THE NECESSARY MATERIALS, AND ANY SUBLET WORK NEEDED.

NOTIFICATION: I WILL BE NOTIFIED UPON COMPLETION OF ANY DIAGNOSTIC WORK NECESSARY TO ESTIMATE THE COST OF THE REPAIRS, OR IF THE ACTUAL CHARGES WILL EXCEED THE WRITTEN ESTIMATE, INCLUDING ANY ADDITIONAL UNAUTHORIZED CHARGES, BY $10.00 OR 10% WHICHEVER IS GREATER, NOT TO EXCEED $50.00. IF I AM NOTIFIED, I MAY, ORALLY OR IN WRITING, AUTHORIZE, MODIFY, OR CANCEL THIS ORDER FOR REPAIR.

UNLESS OTHERWISE NOTED; A CHARGE WILL BE ASSESSED FOR PROVIDING DIAGNOSIS AND/OR ESTIMATE SERVICES. BASIC DIAGNOSIS/ESTIMATE CHARGE IS $89.95.

SERVICING AND COLLECTION CONTACTS: YOU AGREE THAT WE MAY TRY TO CONTACT YOU IN WRITING, BY EMAIL, 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.

STORAGE CHARGES: NO STORAGE CHARGES SHALL ACCRUE OR BE DUE AND PAYABLE FOR A PERIOD OF 3 WORKING DAYS FROM THE DATE I AM NOTIFIED THAT THE WORK ON MY VEHICLE HAS BEEN COMPLETED. AFTER THAT DATE THE DAILY CHARGE FOR STORAGE OF MY VEHICLE WILL BE $60.00. ALL VEHICLES MUST BE PICKED UP DURING SERVICE HOURS.

CANCELLATION OF REPAIR: IN THE EVENT THAT I CANCEL THE REPAIR WORK, MY VEHICLE SHALL BE ASSEMBLED TO A CONDITION REASONABLY SIMILAR AS WHEN RECEIVED UNLESS I WAIVE REASSEMBLY OR THE REASSEMBLED VEHICLE WOULD BE UNSAFE. THE REPAIR SHOP MAY CHARGE FOR THE COSTS OF TEARDOWN, THE COST OF PARTS AND LABOR TO REPLACE ITEMS DESTROYED BY TEARDOWN, AND THE COST TO REASSEMBLE THE VEHICLE.

DISCLAIMER OF WARRANTIES: THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THESE ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS. PARTS AND LABOR ARE GUARANTEED FOR EITHER 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST UNLESS OTHERWISE SPECIFIED. OTHER STANDARD MANUFACTURER WARRANTIES MAY APPLY. ASK YOUR SERVICE ADVISOR FOR DETAILS.

MISCELLANEOUS SHOP SUPPLIES AND WASTE DISPOSAL CHARGES: THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL. THE STATE OF FLORIDA REQUIRES A $1.00 FEE TO BE COLLECTED FOR EACH NEW TIRE SOLD IN THE STATE [S.403.718], AND A $1.50 FEE TO BE COLLECTED FOR EACH NEW OR REMANUFACTURED BATTERY SOLD IN THE STATE [S.403.7185].

RETRIEVAL OF ON-BOARD DATA: I AUTHORIZE THE RETRIEVAL OF ON-BOARD DATA AS NEEDED TO FACILITATE VEHICLE REPAIR, AS WELL AS SHARING OF THAT DATA WITH THE MANUFACTURER FOR DIAGNOSTIC AND RESEARCH PURPOSES.

IF PAYMENT IS MADE BY CHECK: WHEN YOU PROVIDE A CHECK AS PAYMENT, YOU AUTHORIZE US TO EITHER USE INFORMATION FROM YOUR CHECK TO MAKE A ONE-TIME ELECTRONIC FUND TRANSFER FROM YOUR ACCOUNT OR TO PROCESS THE PAYMENT AS A CHECK TRANSACTION. IF PROCESSED AS AN ELECTRONIC FUNDS TRANSFER, FUNDS MAY BE WITHDRAWN FROM YOUR ACCOUNT AS SOON AS TODAY, AND YOU AGREE THAT YOU WILL NOT DISPUTE US ELECTRONICALLY DEBITING YOUR ACCOUNT, SO LONG AS THE AMOUNT CORRESPONDS TO THE AMOUNT ON THIS INVOICE. IN THE EVENT YOUR CHECK OR ELECTRONIC FUNDS TRANSFER IS RETURNED UNPAID FOR ANY REASON, YOU AUTHORIZE US OR OUR AGENT TO CHARGE A SERVICE FEE UP TO THE MAXIMUM AMOUNT PERMITTED BY LAW.

TO OUR VALUED CUSTOMERS: DUE TO THE OLDER AGE OF HIGHER MILEAGE VEHICLES WE MUST INFORM YOU THAT ONLY THE WORK LISTED ON THIS WORK ORDER/INVOICE AND APPROVED BY YOU IS GUARANTEED. QUITE OFTEN OLDER VEHICLES AND HIGHER MILEAGE VEHICLES WILL DEVELOP OTHER MECHANICAL PROBLEMS ONCE AN UNRELATED REPAIR IS MADE.

**FOR COLLISION REPAIR: THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER: THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.**

CC672403 Q

## TECHNICIAN NOTES

"Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business."

PE23-015 001959 LC SV

# TECHNICAL SERVICE BULLETIN
# 1.0L EcoBoost - Illuminated MIL With DTC P051B - Built On Or Before 16-May-2019

**19-2164**
23 May 2019

**Model:**

| Ford<br>2018-2019 EcoSport |
|---|

**Issue:** Some 2018-2019 EcoSport vehicles equipped with a 1.0L EcoBoost engine built on or before 16-May-2019 may exhibit an illuminated malfunction indicator lamp (MIL) with diagnostic trouble code (DTC) P051B. This may be due to sensor drift on the crankcase ventilation sensor thresholds. To correct the condition, follow the Service Procedure to reprogram the powertrain control module (PCM).

**Action:** Follow the Service Procedure to correct the condition on vehicles that meet all of the following criteria:

- 2018-2019 EcoSport
- 1.0L EcoBoost engine
- DTC P051B present

**Warranty Status:** Eligible under provisions of New Vehicle Limited Warranty (NVLW)/Emissions Warranty/Service Part Warranty (SPW)/Special Service Part (SSP)/Extended Service Plan (ESP) coverage. Limits/policies/prior approvals are not altered by a TSB. NVLW/Emissions Warranty/SPW/SSP/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

**Labor Times**

| Description | Operation No. | Time |
|---|---|---|
| 2018-2019 EcoSport 1.0L EcoBoost: Retrieve DTCs And Reprogram The PCM (Do Not Use With Any Other Labor Operations) | 192164A | 0.4 Hrs. |

**Repair/Claim Coding**

| | |
|---|---|
| Causal Part: | RECALEM |
| Condition Code: | 04 |

## Service Procedure

1. Reprogram the PCM using the latest software level of the appropriate Ford diagnostic scan tool.

**NOTE: ADVISE THE CUSTOMER THAT THIS VEHICLE IS EQUIPPED WITH AN ADAPTIVE TRANSMISSION SHIFT STRATEGY WHICH ALLOWS THE VEHICLE'S COMPUTER TO LEARN THE TRANSMISSION'S UNIQUE PARAMETERS AND IMPROVE SHIFT QUALITY. WHEN THE ADAPTIVE STRATEGY IS RESET, THE COMPUTER WILL BEGIN A RE-LEARNING PROCESS. THIS RE-LEARNING PROCESS MAY RESULT IN FIRMER THAN NORMAL UPSHIFTS AND DOWNSHIFTS FOR SEVERAL DAYS.**

© 2019 Ford Motor Company

PE23-015 001960 LC SV

All rights reserved.

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford or Lincoln dealership to determine whether the Bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supersede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

PE23-015 001961 LC SV

## Search Results

[redacted]

P051BDriver Aid & Information > Warning Indicators/Messages/Chimes > Service Engine Soon (Engine Image)

### SSM/TSB/GSB

Results: 6

TSB 20-2419 - Effective Dec 10 2020
2018-2020 EcoSport - 1.0L EcoBoost - Illuminated MIL With DTC P04DB

GSB 20-7094 - Effective Sep 18 2020
Various Vehicles - Gas Engine Performance Modifications

GSB 20-7034 - Effective Mar 27 2020
Various Vehicles - Parking Aid, Pre-Collision And Collision Avoidance System Diagnosis With No DTCs Present

SSM 48284 - Effective Oct 29 2019
2018-2020 Escape/Transit Connect/EcoSport - Vehicle Security System (VSS) - Intermittent Alarm Activation With Loud Noise And/Or Shockwave Near Vehicle

TSB 19-2164 - Effective May 24 2019
2018-2019 EcoSport - 1.0L EcoBoost - Illuminated MIL With DTC P051B - Built On Or Before 16-May-2019

SSM 47635 - Effective Nov 1 2018
Various Vehicles - Data Link Connector (DLC) Connection - Vehicles Equipped With Gateway Module (GWM)

SV

[redacted]

| | | |
|---|---|---|
| | | ENG:1.0L_ECOBOOST_ENGINE TRN:AUTOMATIC |
| 10:15 02NOV19 | 11:18 02NOV19 | |

| LINE | OPCODE | TECH | TYPE | A/HRS | S/HRS | COST | SALE | COMP | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A | Oil and Filter - Change | | | | | | | | | | |
| | MA10 | Oil and Filter - Change | | | | | | | | | |
| | | 806600 | IPRM | 0.40 | 0.30 | 570 | 1050 | | | 10.50 | 10.50 |
| | 1 | BE8Z*6731*AC | KIT - | | | | | | | | |
| | | ELEMENT & GASKET - OIL F | | | | 327 | 550 | 0 | 5.95 | 5.50 | 5.50 |
| | 5 | XO*5W20*BSP | MOTORCRAFT | | | | | | | | |
| | | SAE 5W-20 API GF-5 | | | | 1165 | 1695 | 0 | 3.39 | 3.39 | 16.95 |
| PARTS: | 22.45 | LABOR: | 10.50 | OTHER: | 0.00 | TOTAL LINE A: | | | | | 32.95 |
| B | Express Multi-Point Inspection | | | | | | | | | | |
| | 99PX | Express Multi-Point Inspection | | | | | | | | | |
| | | 806600 | CPCX | 0.00 | 0.00 | 0 | 0 | | | 0.00 | 0.00 |
| PARTS: | 0.00 | LABOR: | 0.00 | OTHER: | 0.00 | TOTAL LINE B: | | | | | 0.00 |

VERSION 1 (EMP# 806600,02NOV19 10:52): Completed express multi-point inspection.

EST: 45.17 02NOV19 10:15 SA: 809889

| | | | | | | |
|---|---|---|---|---|---|---|
| MISCELLANEOUS CHARGES | | | 0 | 131 | | 1.31 |
| CREATED 2019-11-01 05:10:00PM | THANK YOU FOR CHOOSING COGGIN FORD JACKSONVILLE! YOUR TOTAL SATISFACTION IS ONLY GOAL. PLEASE CONTACT OUR SERVICE MANAGER IF THERE IS ANY WAY THAT YOU FEEL OUR SERVICE CAN BETTER SERVE YOU. HAVE A GREAT DAY! | | | | | |
| TAKEN BY TERRY WO RKMAN | | | | | | |

| DATE | START | FINISH | DURATION | TYPE | TECH | LINE(S) | CHG |
|---|---|---|---|---|---|---|---|
| 11-02-19 | 10:28 | 10:52 | 0.40 | W | 806600 | A | |
| | 10:52 | 10:52 | 0.00 | W | 806600 | B | |

| TRGT/ACCOUNT | SALE | COST | CONTROL | TRGT/ACCOUNT | SALE | COST | CONTROL |
|---|---|---|---|---|---|---|---|
| 522/1461010 | 1050 | 570 | | 522/1473010 | 550 | 327 | |
| 522/1471810 | 1695 | 1165 | | 522/1461410 | 0 | 0 | |
| 522/1771513 | 131 | 0 | | 522/1250220 | 232 | 0 | |
| 522/166101Z | 3658 | ******* | | 522/1104033 | 0 | ******* | |

**WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.**

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*** SHOP SUPPLY COSTS:** We have added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| ADJUSTMENTS | |
| SUBLET AMOUNT | |
| MISC. CHARGES * | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

**REMIT TO: 4365 River Green Parkway, Suite 100 Duluth, GA 30096**

DealerCAP 2014 CDK Global, LLC (02/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 9698523

ACCOUNTING COPY

[redacted]

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC225138 DLR:F24206 ENG:1.0L_ECOBOOST_ENGINE TRN:AUTOMATIC |
|---|---|---|
| 10:15 02NOV19 | 11:18 02NOV19 | |

| LINE | OPCODE | TECH | TYPE | A/HRS | S/HRS | COST | SALE | COMP | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|

STATE 2.32

COST, SALE, & COMP TOTALS 2062 3426 0

**WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.**

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

*** SHOP SUPPLY COSTS:** We have added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| ADJUSTMENTS | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES * | 0.00 |
| TOTAL CHARGES | 0.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| **PLEASE PAY THIS AMOUNT** | 0.00 |

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

**REMIT TO: 4365 River Green Parkway, Suite 100 Duluth, GA 30096**

DealerCAP 2014 CDK Global, LLC (02/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 9698023

ACCOUNTING COPY

[redacted]

A The Works Blended Synthetic

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| WRKS The Works Blended Synthetic | | | | | | | |
| 809676 IPRM | 0.42 | 0.70 | 1400 | 1400 | | 14.00 | 14.00 |
| 1 BE8Z*6731*AB KIT - ELEMENT & GASKET - OIL F | | | 375 | 375 | 0 | 6.82 | 3.75 | 3.75 |
| 5 XO*5W20*BSP MOTORCRAFT SAE 5W-20 API GF-5 | | | 1165 | 1165 | 0 | 3.39 | 2.33 | 11.65 |
| 00099P Perform multi-point inspection | | | | | | | |
| 809676 CPCX | 0.00 | 0.00 | 0 | 0 | | 0.00 | 0.00 |
| 00230P Rotate tires for optimal tire life | | | | | | | |
| 809676 CPCX | 0.00 | 0.00 | 0 | 0 | | 0.00 | 0.00 |
| GSI05P Change engine oil and replace oil filter | | | | | | | |
| 809676 CPCX | 0.00 | 0.00 | 0 | 0 | | 0.00 | 0.00 |

PARTS: 15.40 LABOR: 14.00 OTHER: 0.00 TOTAL LINE A: 29.40

VERSION 1 (EMP# 809676,30MAY19 13:16): 8412
Performed the following:
*Synthetic Blend Oil Change
* Tire Rotation and Pressure Check
* Brake Inspection
* Multi-Point Inspection
* Fluid Top-Off
* Battery Test

B Express Multi-Point Inspection

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 99PX Express Multi-Point Inspection | | | | | | | |
| 809676 CPCX | 0.00 | 0.00 | 0 | 0 | | 0.00 | 0.00 |

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

VERSION 1 (EMP# 809676,30MAY19 13:16): 8412 Completed express multi-point inspection.

EST: 45.70 30MAY19 12:28 SA: 809356

| | | | | |
|---|---|---|---|---|
| MISCELLANEOUS CHARGES | 0 | 175 | | 1.75 |

**WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.**

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*** SHOP SUPPLY COSTS:** We have added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| ADJUSTMENTS | |
| SUBLET AMOUNT | |
| MISC. CHARGES * | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| **PLEASE PAY THIS AMOUNT** | |

**REMIT TO: 4365 River Green Parkway, Suite 100 Duluth, GA 30096**

DealerCAP 2014 CDK Global, LLC (02/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 9698[redacted]

ACCOUNTING COPY

[redacted]

| LINE | OPCODE | TECH | TYPE | A/HRS | S/HRS | COST | SALE | COMP | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CC CREATED 2019-05-30 10:56:00AM TAKEN BY TAMMY TENNISON | | | | | | | | | | | |
| | | | | | | | | | | | |

THANK YOU FOR CHOOSING COGGIN FORD JACKSONVILLE! YOUR TOTAL SATISFACTION IS ONLY GOAL. PLEASE CONTACT OUR SERVICE MANAGER IF THERE IS ANY WAY THAT YOU FEEL OUR SERVICE CAN BETTER SERVE YOU. HAVE A GREAT DAY!

| DATE | START | FINISH | DURATION | TYPE | TECH | LINE(S) | CHG |
|---|---|---|---|---|---|---|---|
| 05-30-19 | 12:51 | 13:16 | 0.42 | W | 809676 | A | |
| | 13:16 | 13:16 | 0.00 | W | 809676 | B | |

| TRGT/ACCOUNT | SALE | COST | CONTROL | TRGT/ACCOUNT | SALE | COST | CONTROL |
|---|---|---|---|---|---|---|---|
| 522/1463010 | 1400 | 1400 | | 522/1473010 | 375 | 375 | |
| 522/1471810 | 1165 | 1165 | | 522/1461410 | 0 | 0 | |
| 522/1771513 | 175 | 0 | | 522/1250220 | 206 | 0 | |
| 522/166101Z | 3321 | ******* | | 522/1104033 | 0 | ******* | |

STATE 2.06

COST, SALE, & COMP TOTALS 2940 3115 0

**WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSESIDE OF THIS REPAIR INVOICE.**

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*** SHOP SUPPLY COSTS:** We have added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| ADJUSTMENTS | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES * | 0.00 |
| TOTAL CHARGES | 0.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| **PLEASE PAY THIS AMOUNT** | 0.00 |

**REMIT TO: 4365 River Green Parkway, Suite 100 Duluth, GA 30096**

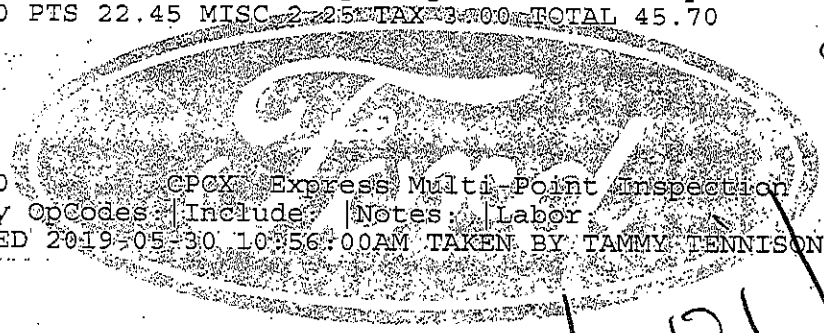
DealerCAP 2014 CDK Global, LLC (02/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 9698033

ACCOUNTING COPY

[redacted]

00099P 0.00 CPCX Perform multi-point inspection
00230P 0.00 CPCX Rotate tires for optimal tire life
GSI05P 0.00 CPCX Change engine oil and replace oil filter
EST: LBR 18.00 PTS 22.45 MISC 2.25 TAX 3.00 TOTAL 45.70

809676



# B 99PX 0.00 CPCX Express Multi-Point Inspection
NOTES: Factory OpCodes: |Include: |Notes: |Labor:
COMMENTS: CC CREATED 2019-05-30 10:56:00AM TAKEN BY TAMMY TENNISON

L-01

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND, THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS

[redacted]

**PAYMENT TERMS:** I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express lien is hereby acknowledged to secure the cost of labor, materials, and any other authorized charges.

**SHOP SUPPLY COSTS:** A charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, will be added to the Repair Order. This charge represents cost and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remenufactured lead-acid battery sold in the state [s.403.7185].

**LABOR AND PARTS COSTS:** Labor charges are based on both a flat rate and an hourly rate unless otherwise indicated. All parts installed are new unless otherwise indicated. You are est, to inspect all parts removed from the vehicle or, provided that the t have a warranty arrangement or exchange parts program with the ier or distributor, to have them returned. 45.70

ts _____ (INITIAL) Save Replaced Parts _____ (INITIAL)

**GNOSTIC/PARTIALLY COMPLETED WORK:** If I authorize diagnostic work t of repair or commencement of repairs, but do not authorize completion ice, a charge will be imposed for disassembly, reassembly or partially he vehicle shall be reassembled to a condition reasonably similar as when aive reassembly or the reassembled vehicle would be unsafe. Any charges ed to the actual amount of labor or parts involved in the inspection, repair

**ES:** I understand that a storage charge equal to $15.00 will be assessed ly if I fail to pick up the vehicle within 3 working days after being notified e been completed.

e Dealership is not responsible for any delays caused by unavailability of the supplier or transporter, nor is it responsible for loss or damage to the eft in the vehicle in case of fire, theft, or any other cause beyond its ant the Dealership permission to operate the vehicle on streets, highways for the purpose of testing and/or inspecting the vehicle. I authorize the d data as needed to facilitate vehicle repair, as well as sharing that data nufacturer for diagnostic and research purposes.

Customer Signature _____ Date _____

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR ORDER.

DealerCAP 2014 CDK Global, LLC (02/15) WORKORDER TYPE 2 - SW2C - "LIMITED WARRANTY" - FLORIDA

TECHNICIAN COPY

[redacted]

COMPANY: ID: STATUS: TYPE:
PLAN CD: EFF DATE: END DATE: TRANSFER IND:
START MILE: END MILE: DEDUCTIBLE: OWNER:

********** WARRANTY INFORMATION **********
STATUS: DESC: START DATE:31AUG18 END DATE:
START MILE:00032 END MILE: REMAINING: TRANSFER IND:
CANCEL DATE: CANCEL CODES:

********** FACTORY EXTENDED WARRANTY **********
MILEAGE: REMAINING DAYS: CODES:

********** SERVICE HISTORY **********
RO NUMBER CLOSED SERVICE DEALER NAME MILEAGE COMPLAINT DESCRIPTION

LEGAL CASE COUNT: 0

[redacted]

| | | | | | | |
|---|---|---|---|---|---|---|
| 13APR19 DD07JUN18 | | ** WAITER ** | | | CASH | |
| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC225138 DLR:F24206 | | | | |
| 30MAY2019 12:28 | | ENG:1.0L_ECOBOOST_ENGINE TRN:AUTOMATIC | | | | |

| LINE | OP CODE | FRH | TECH... | TYPE | DESCRIPTIONS/INSTRUCTIONS |
|---|---|---|---|---|---|
| # A | WRKS | 0.70 | | CPCX | The Works Blended Synthetic |
| | | | | | BE8Z*6731*AB KIT - ELEMENT & GASKET - O (QTY 1) |
| | | | | | XO*5W20*BSP MOTORCRAFT SAE 5W-20 API GF (QTY 5) |
| | NOTES: Factory OpCodes: WRKS \| Include: \| Notes: \| Labor: | | | | |
| | 00099P | 0.00 | | CPCX | Perform multi-point inspection |
| | 00230P | 0.00 | | CPCX | Rotate tires for optimal tire life |
| | GSI05P | 0.00 | | CPCX | Change engine oil and replace oil filter |
| | EST: LBR 18.00 PTS 22.45 MISC 2.25 TAX 3.00 TOTAL 45.70 | | | | |
| # B | 99PX | 0.00 | | CPCX | Express Multi-Point Inspection |
| | NOTES: Factory OpCodes: \| Include: \| Notes: \| Labor: | | | | |

COMMENTS: CC CREATED 2019-05-30 10:56:00AM TAKEN BY: TAMMY TENNISON

45.70

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND, THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____; THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED:_____ DATE:_____

Customer's method of payment: ☐ CASH ☐ CHECK ☐ CREDIT CARD ☐ OTHER

CHARGE FOR ESTIMATE: $ _____ PRELIMINARY ESTIMATE $ _____

| REVISED ESTIMATE $ | DATE | TIME | BY |
|---|---|---|---|
| NAME AND PHONE NUMBER OF ANOTHER PERSON WHO MAY AUTHORIZE REPAIR WORK: | | | |

**PAYMENT TERMS:** I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express lien is hereby acknowledged to secure the cost of labor, materials, and any other authorized charges.

**SHOP SUPPLY COSTS:** A charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, will be added to the Repair Order. This charge represents cost and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state [s.403.7185].

**LABOR AND PARTS COSTS:** Labor charges are based on both a flat rate and an hourly rate unless otherwise indicated. All parts installed are new unless otherwise indicated. You are entitled, upon request, to inspect all parts removed from the vehicle or, provided that the Dealership does not have a warranty arrangement or exchange parts program with the manufacturer, supplier or distributor, to have them returned.

Discard Replaced Parts _____ (INITIAL) Save Replaced Parts _____ (INITIAL)

**CHARGES FOR DIAGNOSTIC/PARTIALLY COMPLETED WORK:** If I authorize diagnostic work to estimate the cost of repair or commencement of repairs, but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. The vehicle shall be reassembled to a condition reasonably similar as when received, unless I waive reassembly or the reassembled vehicle would be unsafe. Any charges will be directly related to the actual amount of labor or parts involved in the inspection, repair or service.

**STORAGE CHARGES:** I understand that a storage charge equal to $15.00 will be assessed and shall accrue daily if I fail to pick up the vehicle within 3 working days after being notified that the repairs have been completed.

I understand that the Dealership is not responsible for any delays caused by unavailability of parts or shipping by the supplier or transporter, nor is it responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control. I hereby grant the Dealership permission to operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing that data with the vehicle manufacturer for diagnostic and research purposes.

Customer Signature _____ Date _____

**WARRANTY STATEMENT AND DISCLAIMER:** PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR ORDER.

DealerCAR 2014 CDK Global, LLC (02/15) WORKORDER TYPE 2 - SW2C - "LIMITED WARRANTY" - FLORIDA

CUSTOMER COPY

[redacted]

- NO WARNING MESSAGES FOUND FOR THIS VIN

- ACCURATE REPAIR NOTIFICATIONS

NO ARN MESSAGES FOUND

- GENERAL WARRANTY INFORMATION

WARRANTY START DATE: 31-AUGUST-2018 BUILD DATE: 07-JUNE-2018 RELEASE DATE: 00-00-0000
SALE MILEAGE: 00032

- WARRANTY COVERAGE

COVERAGE TYPE: Safety Restraint COVERAGE DESCRIPTION: 5 years / 60,000 Miles (whichever occurs first)
ADDITIONAL INFO: *

COVERAGE TYPE: Powertrain COVERAGE DESCRIPTION: 5 years / 60,000 Miles (whichever occurs first)
ADDITIONAL INFO: *

COVERAGE TYPE: Bumper-to-Bumper COVERAGE DESCRIPTION: 3 years / 36,000 Miles (whichever occurs first)
ADDITIONAL INFO:

Some B-to-B parts have limited coverage available:

a. Brake pads/linings are limited to 12 months / 18,000 mile coverage
b. Wheel alignment and wheel balance are limited to 12 months / 12,000 mile coverage
c. Windshields replaced for stress cracks are limited to 12 months / 12,000 mile coverage
d. Windshield Wiper blades are limited to 6 months coverage
e. Tires are prorated after 12,000 miles driven

COVERAGE TYPE: Corrosion Perforation COVERAGE DESCRIPTION: 5 years/ Unlimited miles
ADDITIONAL INFO:

No perforation req.on Aluminum Panels

- EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

- WARRANTY REPAIR HISTORY

NO RECENT REPAIR HISTORY ON VEHICLE

Click Here for Full Warranty History

© Copyright 2002-2019 Ford Motor Company. All rights reserved.

LC SV

[redacted]

works Blended Synthetic

809676 CPCX 0.42 0.70 1400 1800 18.00 18.00

1 BE8Z*6731*AB KIT -

ELEMENT & GASKET - OIL F 375 550 0 6.82 5.50 5.50

5 XO*5W20*BSP MOTORCRAFT

SAE 5W-20 API SP-5 1165 1695 0 3.39 3.39 16.95

00099P Perform multi-point inspection

809676 CPCX 0.00 0.00 0 0 0.00 0.00

00230P Rotate tires for optimal tire life

809676 CPCX 0.00 0.00 0 0 0.00 0.00

GSI05P Change engine oil and replace oil filter

809676 CPCX 0.00 0.00 0 0 0.00 0.00

PARTS: 22.45 LABOR: 18.00 OTHER: 0.00 TOTAL LINE A: 40.45

VERSION 1 (EMP# 809676,30MAY19 13:16): 8412

Performed the following:

*Synthetic Blend Oil Change

* Tire Rotation and Pressure Check

* Brake Inspection

* Multi-Point Inspection

* Fluid Top-Off

* Battery Test

B Express Multi-Point Inspection

99PX Express Multi-Point Inspection

809676 CPCX 0.00 0.00 0 0 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

VERSION 1 (EMP# 809676,30MAY19 13:16): 8412 Completed express multi-point inspection.

EST: 45.70 30MAY19 12:28 SA: 809356

MISCELLANEOUS CHARGES 0 225 2.25

**WARRANTY STATEMENT AND DISCLAIMER:** PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

*SHOP SUPPLY COSTS: We have added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| ADJUSTMENTS | |
| SUBLET AMOUNT | |
| MISC. CHARGES * | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| PLEASE PAY THIS AMOUNT | |

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

REMIT TO: 445 Atlanta South Pkwy, Suite 135
College Park, GA 30349

DealerCAP 2014 CDK Global, LLC (02/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 8698033

ACCOUNTING COPY

[redacted]

| R.O. OPENED | READY | OPTIONS: SOLD-STK:JC225138 DLR:F24206 ENG:1.0L_ECOBOOST_ENGINE TRN:AUTOMATIC |
|---|---|---|
| 12:28 30MAY19 | 13:29 30MAY19 | |

| LINE | OPCODE | TECH | TYPE | A/HRS | S/HRS | COST | SALE | COMP | LIST | NET | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|

CC CREATED 2019-05-30 10:56:00AM TAKEN BY TAMMY TENNISON

THANK YOU FOR CHOOSING COGGIN FORD JACKSONVILLE! YOUR TOTAL SATISFACTION IS ONLY GOAL. PLEASE CONTACT OUR SERVICE MANAGER IF THERE IS ANY WAY THAT YOU FEEL OUR SERVICE CAN BETTER SERVE YOU. HAVE A GREAT DAY!

| DATE | START | FINISH | DURATION | TYPE | TECH | LINE(S) | CHG |
|---|---|---|---|---|---|---|---|
| 05-30-19 | 12:51 | 13:16 | 0.42 | W | 809676 | A | |
| | 13:16 | 13:16 | 0.00 | W | 809676 | B | |

| TRGT/ACCOUNT | SALE | COST | CONTROL | TRGT/ACCOUNT | SALE | COST | CONTROL |
|---|---|---|---|---|---|---|---|
| 522/1461410 | 1800 | 1400 | | 522/1471410 | 550 | 375 | |
| 522/1471810 | 1695 | 1165 | | 522/1771513 | 225 | 0 | |
| 522/1250220 | 300 | 0 | | 522/1104033 | 4570 | ******* | |

| | | | | |
|---|---|---|---|---|
| STATE | | | | 3.00 |
| COST, SALE, & COMP TOTALS | 2940 | 4270 | 0 | |

**WARRANTY STATEMENT AND DISCLAIMER:** PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*SHOP SUPPLY COSTS: We have added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 18.00 |
| PARTS AMOUNT | 22.45 |
| ADJUSTMENTS | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES * | 2.25 |
| TOTAL CHARGES | 42.70 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 3.00 |
| PLEASE PAY THIS AMOUNT | 45.70 |

REMIT TO: 445 Atlanta South Pkwy, Suite 135
College Park, GA 30349

DealerCAP 2014 CDK Global, LLC (02/16) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 9698021

ACCOUNTING COPY

[redacted]

| LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL |
|---|---|---|---|
| A The Works Blended Synthetic | | | |
| WRKS The Works Blended Synthetic | | | |
| 809676 CPCX 0.70 | | 18.00 | 18.00 |
| 1 BE8Z*6731*AB KIT - ELEMENT & GASKET - OIL F | 6.82 | 5.50 | 5.50 |
| 5 XO*5W20*BSP MOTORCRAFT SAE 5W-20 API GF-5 | 3.39 | 3.39 | 16.95 |
| 00099P Perform multi-point inspection | | | |
| 809676 CPCX 0.00 | | 0.00 | 0.00 |
| 00230P Rotate tires for optimal tire life | | | |
| 809676 CPCX 0.00 | | 0.00 | 0.00 |
| GSI05P Change engine oil and replace oil filter | | | |
| 809676 CPCX 0.00 | | 0.00 | 0.00 |
| PARTS: 22.45 LABOR: 18.00 OTHER: 0.00 | | TOTAL LINE A: | 40.45 |

Performed the following:
*Synthetic Blend Oil Change
* Tire Rotation and Pressure Check
* Brake Inspection
* Multi-Point Inspection
* Fluid Top-Off
* Battery Test

**********

| | | | |
|---|---|---|---|
| B Express Multi-Point Inspection | | | |
| 99PX Express Multi-Point Inspection | | | |
| 809676 CPCX 0.00 | | 0.00 | 0.00 |
| PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 | | TOTAL LINE B: | 0.00 |

Completed express multi-point inspection.

**********

EST: 45.70 30MAY19 12:28 SA: 809356

MISCELLANEOUS CHARGES 2.25

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

*SHOP SUPPLY COSTS: We have added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state (s.403.718), and a $1.50 fee to be collected for each new or remanufactured battery sold in the state (s.403.7185).

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| ADJUSTMENTS | |
| SUBLET AMOUNT | |
| MISC. CHARGES * | |
| TOTAL CHARGES | |
| LESS INSURANCE | |
| SALES TAX | |
| PLEASE PAY THIS AMOUNT | |

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

REMIT TO: 445 Atlanta South Pkwy, Suite 135
College Park, GA 30349

DealerCAR 2014 CDK Global, LLC (02/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 9698023

FILE COPY

CSV

[redacted]

THERE IS ANY WAY THAT YOU FEEL OUR SERVICE CAN BETTER SERVE YOU. HAVE A GREAT DAY!

STATE 3.00

**WARRANTY STATEMENT AND DISCLAIMER:** PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

*SHOP SUPPLY COSTS: We have added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state (s.403.718), and a $1.50 fee to be collected for each new or remanufactured battery sold in the state (s.403.7185).

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 18.00 |
| PARTS AMOUNT | 22.45 |
| ADJUSTMENTS | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES * | 2.25 |
| TOTAL CHARGES | 42.70 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 3.00 |
| PLEASE PAY THIS AMOUNT | 45.70 |

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

REMIT TO: 445 Atlanta South Pkwy, Suite 135
College Park, GA 30349

DealerCAP 2014 COX Global, LLC (02/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 9698023

FILE COPY

[redacted]

CONCERN CODE:
CS PER WE OWE PROGRAM SECOND KEY
805547 IIC 0.00 1.00 3750 14000 140.00 140.00
1 164R8163 FORD 3B GEN 5
FOB 315 MHZ 11995 20632 0 206.32 206.32 206.32
1 164R8168 FORD GEN 5
BACK-UP KEY 2999 4859 0 48.59 48.59 48.59
PARTS: 254.91 LABOR: 140.00 OTHER: 0.00 TOTAL LINE A: 394.91
VERSION 1 (EMP# 805547,17APR19 16:52): 2286 Program new IA key.
MISCELLANEOUS CHARGES 0 1750 17.50

THANK YOU FOR CHOOSING COGGIN FORD JACKSONVILLE! YOUR TOTAL SATISFACTION IS ONLY GOAL. PLEASE CONTACT OUR SERVICE MANAGER IF THERE IS ANY WAY THAT YOU FEEL OUR SERVICE CAN BETTER SERVE YOU. HAVE A GREAT DAY!

*** NO RO PUNCH TIMES ON FILE ***

[redacted]

COST, SALE, & COMP TOTALS 18744 41241 0

**WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.**

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*** SHOP SUPPLY COSTS:** We have added a charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s.403.7185].

**ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.**

| DESCRIPTION | TOTALS |
|---|---|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 0.00 |
| ADJUSTMENTS | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES * | 0.00 |
| TOTAL CHARGES | 0.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| **PLEASE PAY THIS AMOUNT** | 0.00 |

**REMIT TO: 4365 River Green Parkway, Suite 100 Duluth, GA 30096**

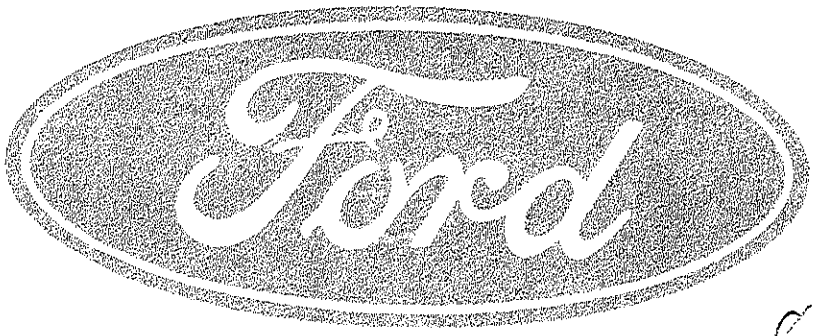
DealerCAP 2014 CDK Global, LLC (02/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - FLORIDA - 9698020

ACCOUNTING COPY

[redacted]

| LINE OP CODE | FRH | TECH... | TYPE | DESCRIPTIONS/INSTRUCTIONS | |
|---|---|---|---|---|---|
| # A | 0.00 | | IIC | CUT AND PROGRAM SECOND KEY | CC: |

805547 (1.0)




5163

8168

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND, THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED:_____ DATE:_____

Customer's method of payment: ☐ CASH ☐ CHECK ☐ CREDIT CARD ☐ OTHER

CHARGE FOR ESTIMATE: $ _____ PRELIMINARY ESTIMATE $ _____

| REVISED ESTIMATE $ | DATE | TIME | BY |
|---|---|---|---|

NAME AND PHONE NUMBER OF ANOTHER PERSON WHO MAY AUTHORIZE REPAIR WORK:

**PAYMENT TERMS:** I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express lien is hereby acknowledged to secure the cost of labor, materials, and any other authorized charges.

**SHOP SUPPLY COSTS:** A charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, will be added to the Repair Order. This charge represents cost and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state [s.403.7185].

**LABOR AND PARTS COSTS:** Labor charges are based on both a flat rate and an hourly rate unless otherwise indicated. **All parts installed are new unless otherwise indicated.** You are entitled, upon request, to inspect all parts removed from the vehicle or, provided that the Dealership does not have a warranty arrangement or exchange parts program with the manufacturer, supplier or distributor, to have them returned.

Discard Replaced Parts _____ (INITIAL) Save Replaced Parts _____ (INITIAL)

**CHARGES FOR DIAGNOSTIC/PARTIALLY COMPLETED WORK:** If I authorize diagnostic work to estimate the cost of repair or commencement of repairs, but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. The vehicle shall be reassembled to a condition reasonably similar as when received, unless I waive reassembly or the reassembled vehicle would be unsafe. Any charges will be directly related to the actual amount of labor or parts involved in the inspection, repair or service.

**STORAGE CHARGES:** I understand that a storage charge equal to $15.00 will be assessed and shall accrue daily if I fail to pick up the vehicle within 3 working days after being notified that the repairs have been completed.

I understand that the Dealership is not responsible for any delays caused by unavailability of parts or shipping by the supplier or transporter, nor is it responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control. I hereby grant the Dealership permission to operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing that data with the vehicle manufacturer for diagnostic and research purposes.

Customer Signature _____ Date _____

**WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR ORDER.**

DealerCAP 2014 CDK Global, LLC (02/15) WORKORDER TYPE 2 - SW2C - "LIMITED WARRANTY" - FLORIDA

LC SV

[redacted]

| | | |
|---|---|---|
| | READ: | OPTIONS: SOLD-STK:JC225138 DLR:F24206 |
| 17APR2019 16:17 | | ENG:1.0L_ECOBOOST_ENGINE TRN:AUTOMATIC |

| LINE | OP CODE | FRH | TECH... | TYPE | DESCRIPTIONS/INSTRUCTIONS |
|---|---|---|---|---|---|
| # | A | 0.00 | | IIC | CUT AND PROGRAM SECOND KEY \|CC: |

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND, THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED:_____ DATE:_____

Customer's method of payment: ☐ CASH ☐ CHECK ☐ CREDIT CARD ☐ OTHER

CHARGE FOR ESTIMATE: $ _____ PRELIMINARY ESTIMATE $ _____

| REVISED ESTIMATE $ | DATE | TIME | BY |
|---|---|---|---|
| NAME AND PHONE NUMBER OF ANOTHER PERSON WHO MAY AUTHORIZE REPAIR WORK: | | | |

**PAYMENT TERMS:** I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express lien is hereby acknowledged to secure the cost of labor, materials, and any other authorized charges.

**SHOP SUPPLY COSTS:** A charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, will be added to the Repair Order. This charge represents cost and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state [s.403.7185].

**LABOR AND PARTS COSTS:** Labor charges are based on both a flat rate and an hourly rate unless otherwise indicated. **All parts installed are new unless otherwise indicated.** You are entitled, upon request, to inspect all parts removed from the vehicle or, provided that the Dealership does not have a warranty arrangement or exchange parts program with the manufacturer, supplier or distributor, to have them returned.

Discard Replaced Parts _____ (INITIAL) Save Replaced Parts _____ (INITIAL)

**CHARGES FOR DIAGNOSTIC/PARTIALLY COMPLETED WORK:** If I authorize diagnostic work to estimate the cost of repair or commencement of repairs, but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. The vehicle shall be reassembled to a condition reasonably similar as when received, unless I waive reassembly or the reassembled vehicle would be unsafe. Any charges will be directly related to the actual amount of labor or parts involved in the inspection, repair or service.

**STORAGE CHARGES:** I understand that a storage charge equal to $15.00 will be assessed and shall accrue daily if I fail to pick up the vehicle within 3 working days after being notified that the repairs have been completed.

I understand that the Dealership is not responsible for any delays caused by unavailability of parts or shipping by the supplier or transporter, nor is it responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control. I hereby grant the Dealership permission to operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing that data with the vehicle manufacturer for diagnostic and research purposes.

Customer Signature _____ Date _____

**WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR ORDER.**

DealerCAP 2014 CDK Global, LLC (02/15) WORKORDER TYPE 2 - SW2C - "LIMITED WARRANTY" - FLORIDA

[redacted]

| | | | |
|---|---|---|---|
| | cut and program second key | | |
| | | | |
| | | | |
| | | | |

I hereby accept this WE-OWE with the understanding that it is valid for only (30)
APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can b
If I neglect to collect on any item listed on this WE OWE within the (30) thirty day p
by the Dealership.

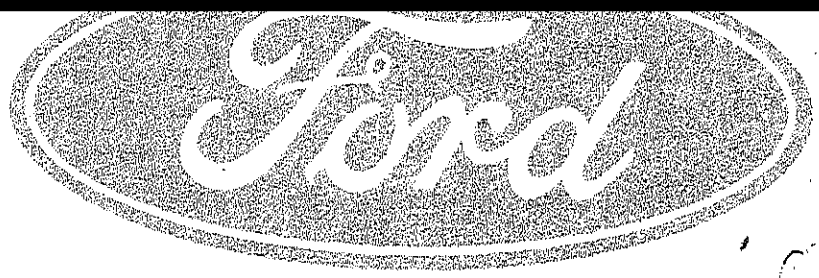
(FOR APPOINTMENT CALL SERVICE DEPT.

CUSTOMER

[redacted]

LC SV

[redacted]




$163

8168

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND, THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED:_____ DATE:_____

Customer's method of payment: ☐ CASH ☐ CHECK ☐ CREDIT CARD ☐ OTHER

CHARGE FOR ESTIMATE: $ _____ PRELIMINARY ESTIMATE $ _____

| REVISED ESTIMATE $ | DATE | TIME | BY |
|---|---|---|---|
| NAME AND PHONE NUMBER OF ANOTHER PERSON WHO MAY AUTHORIZE REPAIR WORK: | | | |

**PAYMENT TERMS:** I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express lien is hereby acknowledged to secure the cost of labor, materials, and any other authorized charges.

**SHOP SUPPLY COSTS:** A charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, will be added to the Repair Order. This charge represents cost and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state [s.403.7185].

**LABOR AND PARTS COSTS:** Labor charges are based on both a flat rate and an hourly rate unless otherwise indicated. **All parts installed are new unless otherwise indicated.** You are entitled, upon request, to inspect all parts removed from the vehicle or, provided that the Dealership does not have a warranty arrangement or exchange parts program with the manufacturer, supplier or distributor, to have them returned.

Discard Replaced Parts _____ (INITIAL) Save Replaced Parts _____ (INITIAL)

**CHARGES FOR DIAGNOSTIC/PARTIALLY COMPLETED WORK:** If I authorize diagnostic work to estimate the cost of repair or commencement of repairs, but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. The vehicle shall be reassembled to a condition reasonably similar as when received, unless I waive reassembly or the reassembled vehicle would be unsafe. Any charges will be directly related to the actual amount of labor or parts involved in the inspection, repair or service.

**STORAGE CHARGES:** I understand that a storage charge equal to $15.00 will be assessed and shall accrue daily if I fail to pick up the vehicle within 3 working days after being notified that the repairs have been completed.

I understand that the Dealership is not responsible for any delays caused by unavailability of parts or shipping by the supplier or transporter, nor is it responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control. I hereby grant the Dealership permission to operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing that data with the vehicle manufacturer for diagnostic and research purposes.

Customer Signature _____ Date _____

**WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR ORDER.**

DealerCAP 2014 CDK Global, LLC (02/15) WORKORDER TYPE 2 - SW2C - "LIMITED WARRANTY" - FLORIDA

[redacted]

| | | | |
|---|---|---|---|
| | **cut and program second key** | | |
| | | | |
| | | | |
| | | | |

I hereby accept this WE-OWE with the understanding that it is valid for only (30) [redacted] ANCE
APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be
if I neglect to collect on any item listed on this WE OWE within the (30) thirty day pe [redacted] refund
by the Dealership.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER [redacted] SR.

980 LC SV

[redacted]

$163

8168

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND, THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED:_____ DATE:_____

Customer's method of payment: ☐CASH ☐CHECK ☐CREDIT CARD ☐OTHER

CHARGE FOR ESTIMATE: $ _____ PRELIMINARY ESTIMATE $ _____

| REVISED ESTIMATE $ | DATE | TIME | BY |
|---|---|---|---|
| | | | |

NAME AND PHONE NUMBER OF ANOTHER PERSON WHO MAY AUTHORIZE REPAIR WORK:

**PAYMENT TERMS:** I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express lien is hereby acknowledged to secure the cost of labor, materials, and any other authorized charges.

**SHOP SUPPLY COSTS:** A charge equal to 7.5% of the total cost of labor and parts, not to exceed $50.00, will be added to the Repair Order. This charge represents cost and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the stete [s.403.718], and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state [s.403.7185].

**LABOR AND PARTS COSTS:** Labor charges are based on both a flat rate and an hourly rate unless otherwise indicated. **All parts installed are new unless otherwise indicated.** You are entitled, upon request, to inspect all parts removed from the vehicle or, provided that the Dealership does not have a warranty arrangement or exchange parts program with the manufacturer, supplier or distributor, to have them returned.

Discard Replaced Parts _____ (INITIAL) Save Replaced Parts _____ (INITIAL)

**CHARGES FOR DIAGNOSTIC/PARTIALLY COMPLETED WORK:** If I authorize diagnostic work to estimate the cost of repair or commencement of repairs, but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. The vehicle shall be reassembled to a condition reasonably similar as when received, unless I waive reassembly or the reassembled vehicle would be unsafe. Any charges will be directly related to the actual amount of labor or parts involved in the inspection, repair or service.

**STORAGE CHARGES:** I understand that a storage charge equal to $15.00 will be assessed and shall accrue daily if I fail to pick up the vehicle within 3 working days after being notified that the repairs have been completed.

I understand that the Dealership is not responsible for any delays caused by unavailability of parts or shipping by the supplier or transporter, nor is it responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control. I hereby grant the Dealership permission to operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing that data with the vehicle manufacturer for diagnostic and research purposes.

Customer Signature _____ Date _____

**WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR ORDER.**

DealerCAR 2014 CDK Global, LLC (02/15) WORKORDER TYPE 2 - SW2C - "LIMITED WARRANTY" - FLORIDA

[redacted]

| | | | |
|---|---|---|---|
| | | | |
| | **cut and program second key** | | |
| | | | |
| | | | |
| | | | |

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIR
APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be perfo
If I neglect to collect on any item listed on this WE OWE within the (30) thirty day period,
by the Dealership.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER

[redacted]



LEMBERG LAW

**Sergei Lemberg, Esq.**
**Managing Partner**
✆ +1.203.653.2250 x5500
☎ +1.203.653.3424
✉ slemberg@lemberglaw.com

December 23, 2022

**VIA EMAIL: OGCCLAIM@ford.com**
Ford Motor Company
Customer Relationship Center
P.O. Box
Dearbor

Dear Sir

beh the above vehicle purchased in Georgia State. **Pl** **corr** ll seek relief on our client's behalf under the Mag of w ting Georgia consumers. Upon receipt of this noti ing t han to the client.

ring s been out of service over 45 days and subject engine failure and engine making abnormal noises and last defect continues to persist.

The defects in the vehicle substantially impair its use, value, and safety to our client, and constitute a breach of warranty. Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the vehicle until the purchase price is returned, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired.

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

*/s/ Sergei Lemberg*

Sergei Lemberg

[redacted]

| 2018 | FORD | ECOSPORT | SE FWD | BLACK | |
|---|---|---|---|---|---|

[redacted]

| | AMOUNT |
|---|---|
| came on | |
| vehicle died wouldn't run after- think its the | |
| timing belt | |
| Caused by | |
| CP:6268 | |
| Corrected by 12650D: (D50) (42) EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L | |
| Tech: R KYLE CAMERON(345) | Warranty |
| Corrected by 12650D80: PID RECORDER/MONITOR TEST - L | |
| Tech: R KYLE CAMERON(345) | Warranty |
| Corrected by 12650D47: RELATIVE COMPRESSION/POWER BALANCE - TEST - L | |
| Tech: R KYLE CAMERON(345) | Warranty |
| Corrected by MTMANUAL: | |
| Tech: R KYLE CAMERON(345) | Warranty |
| Corrected by MTTEARDOWN: TEAR DOWN AND INSPECT TRANSMISSION | |
| Corrected by 6600B: OIL PRESSURE - ENGINE - DIAGNOSIS - L | |
| Tech: R KYLE CAMERON(345) | Warranty |
| Corrected by 6007E: ENGINE EXCHANGE - DIAGNOSIS (6009/6006/6007/6012) | |
| Tech: R KYLE CAMERON(345) | Warranty |
| Corrected by MTTEARDOWN: TEAR DOWN AND INSPECT TRANSMISSION | |
| Tech: R KYLE CAMERON(345) | Warranty |

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

©2018 DEALERTRACK TECHNOLOGIES - Dealership Retention Group

| Year | Make | Model | | |
|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | SE FWD | BLACK |

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Installed W715777 S300 :RING | Qty: 1 | Warranty |
| Installed W715778 S300 :RING - ADJUSTING | Qty: 1 | Warranty |
| Installed XL 2 :LUBRICANT - UNIVERSAL ANTI-SEI | Qty: 1 | Warranty |
| Installed FL 910S B12 :KIT - ELEMENT & GASKET - OI | Qty: 1 | Warranty |
| verified customer concern relative compression low manual compression test no compression oil pressure test no oil pressure proceed to raise vehicle drain oil from vehicle metal contamination in oil removed catalytic converter and oil pan found broken timing components in oil pan and oil pump pickup was full of timing belt stopped up proceed to remove engine per workshop manual mount to engine stand time to disasss damage time to take pictures for prior approval cost cap exhaust cam broken seized in head valve to piston contact long block head turbo and intake manifold assembly replacement necessary print discard parts list from wsm order parts proceed to replace all one time use gaskets seals hoses replaced turbo intake manifold and long block assembly time to swap parts to new assembly reinstall engine assembly evac and recharge ac system mt to reassemble core unit and mt to remove oil pan and disassemble engine to short | | |
| #2 - MR 99PX: PERFORM QUALITY CARE REPORTCARD<br>Tech: R KYLE CAMERON(345) | | Internal |
| #3 * MR RENTAL: RENTAL | | |

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 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

© 2018 DEALERTRACK TECHNOLOGIES, Proprietary and Confidential

| Year | Make | Model | Body | Color | |
|---|---|---|---|---|---|
| 2018 | FORD | ECOSPORT | SE FWD | BLACK | |

| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
|---|---|---|
| Corrected by 6007A: ENGINE ASSEMBLY - REMOVE AND INSTALL (6007) - L | | Warranty |
| Tech: R KYLE CAMERON(345) | | |
| Corrected by 6007AXQ: ENGINE ASSEMBLY - REMOVE AND INSTALL (6007) - L EX | | Warranty |
| Tech: R KYLE CAMERON(345) | | |
| Corrected by 9438A: TURBOCHARGER ASSEMBLY - REMOVE AND INSTALL OR REPL | | Warranty |
| Tech: R KYLE CAMERON(345) | | Warranty |
| Installed G1FZ 6006 A :SERVICE ENGINE ASY | Qty: 1 | Warranty |
| Installed CM5Z 6K682 L :TURBOCHARGER ASY | Qty: 1 | Warranty |
| Installed CM5Z 9424 A :MANIFOLD ASY - INLET | Qty: 1 | Warranty |
| Installed GN1Z 5A215 A :CLAMP - EXHAUST | Qty: 1 | Warranty |
| Installed W715141 S442 :BOLT | Qty: 6 | Warranty |
| Installed W716271 S437 :NUT | Qty: 1 | Warranty |
| Installed CM5Z 9450 A :GASKET | Qty: 14 | Warranty |
| Installed W715474 S437 :BOLT AND WASHER ASY - HEX. | Qty: 4 | Warranty |
| Installed W715618 S437 :NUT | Qty: 6 | Warranty |
| Installed F1FZ 6379 A :BOLT - HEX.HEAD | Qty: 1 | Warranty |
| Installed VC 13 G :ANTI-FREEZE | Qty: 5 | Warranty |
| Installed XO5W20BSP :MOTORCRAFT 5W20 BULK OIL | Qty: 1 | Warranty |
| Installed CM5Z 6K679 B :PIPE - OIL FEED | Qty: 1 | Warranty |
| Installed CM5Z 9J323 A :TUBE ASY | Qty: 1 | Warranty |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 1 | Warranty |
| Installed CM5Z 6L092 A :TUBE ASY - DRAIN | Qty: 1 | Warranty |
| Installed 4R8Z 6N652 A :GASKET | Qty: 1 | Warranty |
| Installed F1FZ 9N454 G :HEAT SHIELD | Qty: 2 | Warranty |
| Installed W505533 S437 :SCREW | Qty: 1 | Warranty |
| Installed CM5Z 6C683 A :FILTER ASY | | Warranty |

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

© 2018 DEALERTRACK TECHNOLOGIES - Dealership Automation Group

[redacted]

| DESCRIPTION OF SERVICE AND PARTS | |
|---|---|
| ADDED OPERATION<br>Corrected by RENTAL: RENTAL | |
| ADDED OPERATION<br>Tech: HOUSE TECH(996) | Warranty |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2015 DEALERTRACK TECHNOLOGIES - Dealership Agreement

| | |
|---|---|
| LABOR | |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |
| | .00 |

#1 - MR C/S: CUSTOMER STATES
cel has been on not on now.
Caused by
CP:RECALEM
Corrected by 192164: (E29) (04)
Tech: ARTHUR SAVAGE(176) — Serv Contr
Corrected by LOANER: CUSTOMER IN LOANER
Tech: HOUSE TECH(996) — Serv Contr
Caused by
1FMCU0G68LUA22221
verified concern. scanned vehicle has code p051b.
performed tsb 19=2164 updated pcm

---

#2 - MR C/S: CUSTOMER STATES
whining noise when applying throttle
Tech: ARTHUR SAVAGE(176) — Internal

---

#3 - MR 99PX: PERFORM QUALITY CARE REPORTCARD
Tech: ARTHUR SAVAGE(176)
Sub Total: Labor: .00 Parts: .00 Total: .00
right front fog lamp out, rear wiper needs replaced
Vehicle has a code in it for bad battery

---

#4 - MR RENTAL: RENTAL
Corrected by RENTAL: RENTAL
MAJ6P1WL1JC173108

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

©2016 DEALERTRACK TECHNOLOGIES - Dealership Proprietary

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

| | |
|---|---|
| LABOR | .00 |
| PARTS | .00 |
| DEDUCTIBLE | 100.00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | 100.00 |
| CREDIT CARD 052147 | 100.00 |



ARH Consulting LLC

NATIONWIDE ATTORNEYS HANDLING LEGAL MATTERS FOR OVER TWO DECADES

June 29, 202[redacted]

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

**Subject: Notice of Representation and Demand for Full Compensation for Ford 2018 EcoSport Engine Failure**

Dear Customer Relationship Center,

I have bene hired to represent my client [redacted] garding the significant issues my client has encountered with their Ford 2018 EcoSport, purchased from Douglas Ford in Clifton, Texas. This is a demand for full compensation of the purchase amount and any amounts paid for repairs to this vehicle.

When my client purchased the vehicle, it had roughly 34,000 miles. At 34, 013 miles, the engine of the aforementioned vehicle failed, rendering it completely inoperable.

Since the unfortunate incident, my client's daughter, who primarily used the vehicle for commuting to school, has been unable to rely on it for transportation. After the vehicle broke down and despite immediate troubleshooting attempts, the car refused to start. Subsequently, my client took the vehicle to Douglas Ford, who apprised my client that the engine failure was a result of inherent defects known to Ford, characterizing it as a substandard engine.

My client was also informed that the warranty coverage for the Ford 2018 EcoSport was valid until 34,000 miles, leaving the engine failure incident only 13 miles beyond the warranty period. Ford Motor Company, while acknowledging the known issues associated with this model, has unreasonably declined to issue a recall or provide the necessary assistance in rectifying this problem. Ford's offer of a mere $2,000 towards the repair costs, which are estimated to be approximately $4,000, is both inadequate and unjustifiable considering Ford's awareness of the widespread engine failures.

The vehicle in question has remained stranded at Douglas Ford since December 2022, with my client diligently making loan payments and insurance premiums for a car that has been rendered unusable. This situation has caused immense inconvenience, financial burden, and anxiety for my client. They have been unable to avail themselves of the vehicle they purchased in good faith, which was meant to serve as a reliable means of transportation for their daughter's daily commute.

MAIN PHONE LINE: 361-792-3811 TOLL FREE 1-877-97SHARK
PRINCIPAL OFFICE ADDRESS FOR ALL MAIL: 3833 S STAPLES, SUITE N218, CORPUS CHRISTI, TEXAS 78411
SERVICE EMAIL: ALEXHERNANDEZ@ALEXHERNANDEZTRIALLAW.COM
WWW.ALEXHERNANDEZTRIALLAW.COM

ARH Consulting LLC

In light of the aforementioned circumstances, I kindly request that you take immediate action to rectify this matter by honoring Ford's responsibility and provide full compensation for the repairs required to restore the Ford 2018 EcoSport to a drivable condition. Additionally, my client insists on reimbursement for all loan payments made thus far, totaling $230 per month, as well as the insurance premiums amounting to $130 per month. It is our expectation that this compensation, inclusive of the repair costs, be paid to my client within 30 days from the receipt of this letter.

Failure to comply with this demand will leave my client with no choice but to explore further legal avenues to seek redress for the damages caused by Ford Motor Company's negligence and their refusal to honor the warranty. My client possesses the title to the vehicle and will pursue all available legal remedies, including but not limited to filing a formal complaint with the appropriate consumer protection agencies, pursuing litigation, and alerting the general public to their experience.

I trust that you recognize the seriousness of this matter and the implications of the actions my client may undertake if their demands are not met. We sincerely hope Ford will prioritize customer satisfaction and take immediate steps to ensure my client's grievances are addressed without further delay.

Please contact my office using the information at the bottom of my letterhead, and thank you for your attention to this matter.

Sincerely yours,
*/s/ Alex R. Hernandez Jr.*
Alex R. Hernandez, Jr.

MAIN PHONE LINE: 361-792-3811 TOLL FREE 1-877-97SHARK
PRINCIPAL OFFICE ADDRESS FOR ALL MAIL: 3833 S STAPLES, SUITE N218, CORPUS CHRISTI, TEXAS 78411
SERVICE EMAIL: ALEXHERNANDEZ@ALEXHERNANDEZTRIALLAW.COM
WWW.ALEXHERNANDEZTRIALLAW.COM

CERTIFIED MAIL®

ARH Consulting L
3833 S. Staples, St
Corpus Christi,Tex

9589 0710 5270 0580 3609 80

RDC 99

48121

U.S. POSTAGE PAID
FCM LETTER
CORPUS CHRISTI, TX
78411
JUN 29, 23
AMOUNT
$8.13
R2305K131238-09

FORD MOTOR COMPANY
JUL 14 REC'D
OFFICE OF T.
COUN.

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI ~~48126~~

48121

48121$6248

PE23-015 001993 LC SV



LEMBERG LAW

**Sergei Lemberg, Esq.**
**Managing Partner**
✆ +1.203.653.2250 x 5500
☎ +1.203.653.3424
✉ slemberg@lemberglaw.com

August 23, 2022

VIA EMAIL: OGCCLAIM@ford.com
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

| | | |
|---|---|---|
| Make and Model: | [redacted] | |
| VIN # | | |
| Record Owner | | |
| State of Purchase or Lease | | |

Dear Sir or Madam:

Lemberg Law, LLC, is writing on behalf of the above clients with regard to the above vehicle purchased. We will seek relief on our client's behalf under the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Florida consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the warranty period, this vehicle has been out of service over 30 days and and subject to repair due to the engine failure.

The defects in the vehicle constitute a breach of warranty, in that they substantially impair its use, value, and safety to the client. Because of the problem outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the vehicle until the purchase price is returned, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be deemed wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507. If the seller or any creditor subject to the FTC Holder Rule has filed a financing statement covering the above vehicle, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within 10 days to terminate such security interest. Failure to do so subjects you to liability under U.C.C. § 9-404(1).

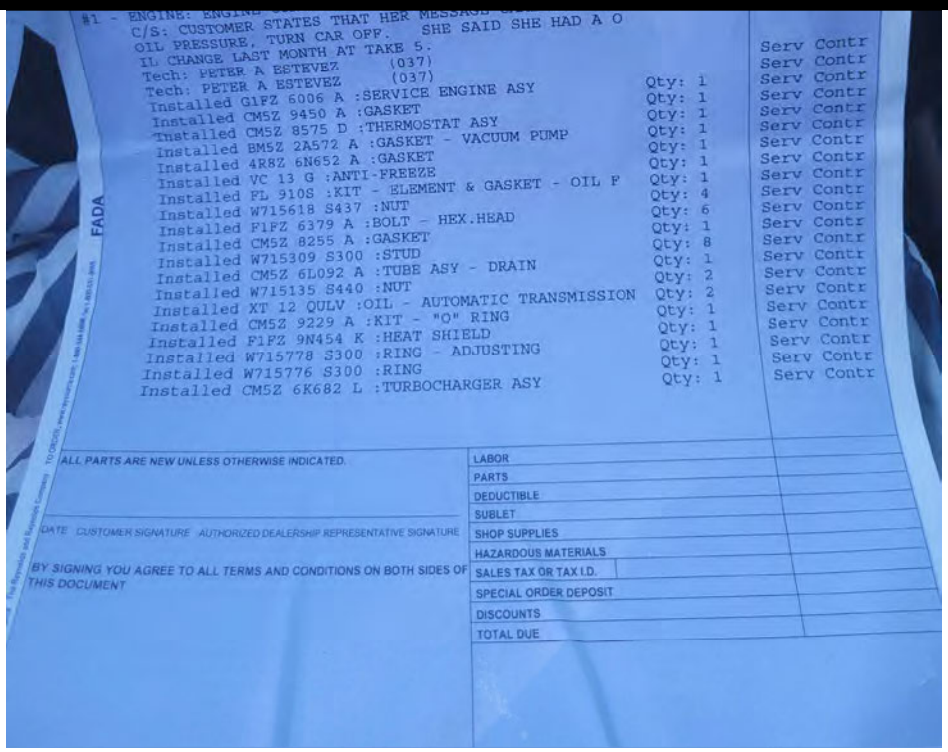
Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

*/s/ Sergei Lemberg*

Sergei Lemberg, Esq.

[redacted]



#1 - ENGINE: ENGINE [illegible] THAT HER MESSAGE [illegible]
C/S: CUSTOMER STATES THAT HER MESSAGE [illegible]
OIL PRESSURE, TURN CAR OFF. SHE SAID SHE HAD A O
IL CHANGE LAST MONTH AT TAKE 5.
Tech: PETER A ESTEVEZ (037)
Tech: PETER A ESTEVEZ (037)

| | | |
|---|---|---|
| Installed G1FZ 6006 A :SERVICE ENGINE ASY | Qty: 1 | Serv Contr |
| Installed CM5Z 9450 A :GASKET | Qty: 1 | Serv Contr |
| Installed CM5Z 8575 D :THERMOSTAT ASY | Qty: 1 | Serv Contr |
| Installed BM5Z 2A572 A :GASKET - VACUUM PUMP | Qty: 1 | Serv Contr |
| Installed 4R8Z 6N652 A :GASKET | Qty: 1 | Serv Contr |
| Installed VC 13 G :ANTI-FREEZE | Qty: 1 | Serv Contr |
| Installed FL 910S :KIT - ELEMENT & GASKET - OIL F | Qty: 4 | Serv Contr |
| Installed W715618 S437 :NUT | Qty: 6 | Serv Contr |
| Installed F1FZ 6379 A :BOLT - HEX.HEAD | Qty: 1 | Serv Contr |
| Installed CM5Z 8255 A :GASKET | Qty: 8 | Serv Contr |
| Installed W715309 S300 :STUD | Qty: 1 | Serv Contr |
| Installed CM5Z 6L092 A :TUBE ASY - DRAIN | Qty: 2 | Serv Contr |
| Installed W715135 S440 :NUT | Qty: 2 | Serv Contr |
| Installed XT 12 QULV :OIL - AUTOMATIC TRANSMISSION | Qty: 1 | Serv Contr |
| Installed CM5Z 9229 A :KIT - "O" RING | Qty: 1 | Serv Contr |
| Installed F1FZ 9N454 K :HEAT SHIELD | Qty: 1 | Serv Contr |
| Installed W715778 S300 :RING - ADJUSTING | Qty: 1 | Serv Contr |
| Installed W715776 S300 :RING | Qty: 1 | Serv Contr |
| Installed CM5Z 6K682 L :TURBOCHARGER ASY | | |

FADA

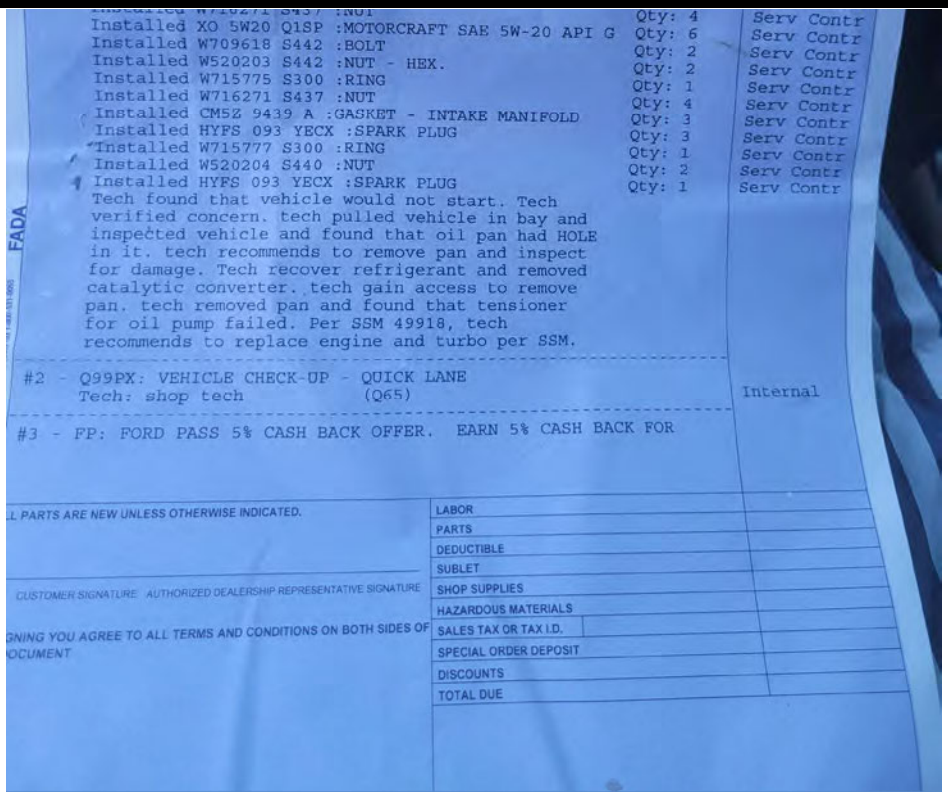
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

BY SIGNING YOU AGREE TO ALL TERMS AND CONDITIONS ON BOTH SIDES OF THIS DOCUMENT

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

[redacted]



| | | |
|---|---|---|
| Installed XO 5W20 Q1SP :MOTORCRAFT SAE 5W-20 API G | Qty: 6 | Serv Contr |
| Installed W709618 S442 :BOLT | Qty: 2 | Serv Contr |
| Installed W520203 S442 :NUT - HEX. | Qty: 2 | Serv Contr |
| Installed W715775 S300 :RING | Qty: 1 | Serv Contr |
| Installed W716271 S437 :NUT | Qty: 4 | Serv Contr |
| Installed CM5Z 9439 A :GASKET - INTAKE MANIFOLD | Qty: 3 | Serv Contr |
| Installed HYFS 093 YECX :SPARK PLUG | Qty: 3 | Serv Contr |
| Installed W715777 S300 :RING | Qty: 1 | Serv Contr |
| Installed W520204 S440 :NUT | Qty: 2 | Serv Contr |
| Installed HYFS 093 YECX :SPARK PLUG | Qty: 1 | Serv Contr |

Tech found that vehicle would not start. Tech verified concern. tech pulled vehicle in bay and inspected vehicle and found that oil pan had HOLE in it. tech recommends to remove pan and inspect for damage. Tech recover refrigerant and removed catalytic converter. tech gain access to remove pan. tech removed pan and found that tensioner for oil pump failed. Per SSM 49918, tech recommends to replace engine and turbo per SSM.

#2 - Q99PX: VEHICLE CHECK-UP - QUICK LANE — Internal
*Tech: shop tech* (Q65)

#3 - FP: FORD PASS 5% CASH BACK OFFER. EARN 5% CASH BACK FOR

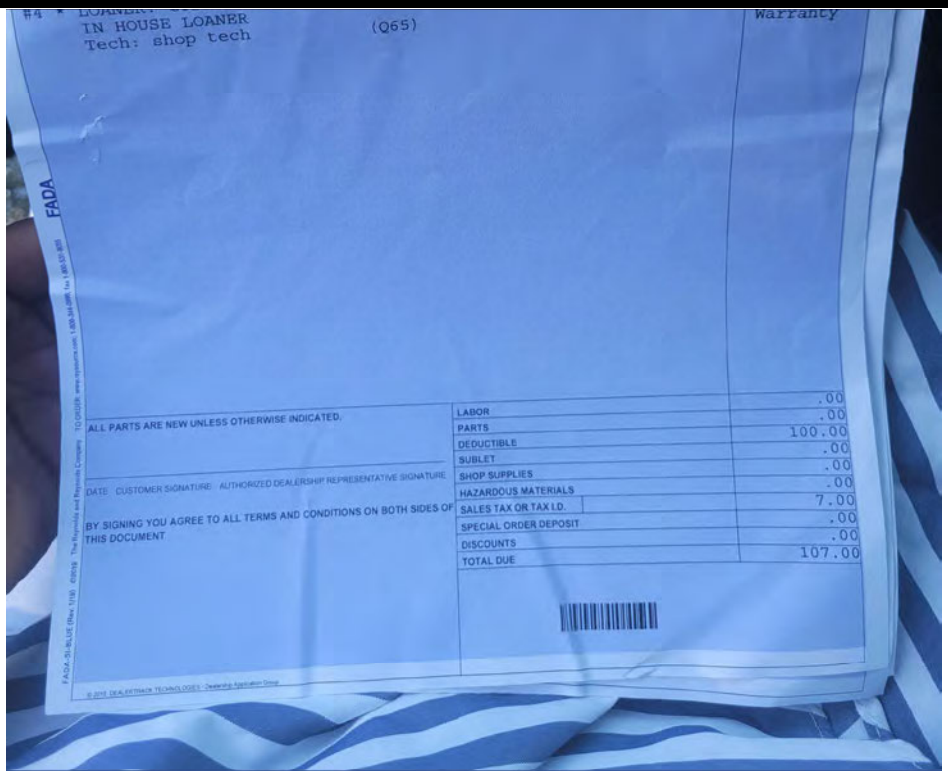
L PARTS ARE NEW UNLESS OTHERWISE INDICATED.

CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

GNING YOU AGREE TO ALL TERMS AND CONDITIONS ON BOTH SIDES OF OCUMENT

| | |
|---|---|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

[redacted]


IN HOUSE LOANER
Tech: shop tech
(Q65)
Warranty
FADA
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.
DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE
BY SIGNING YOU AGREE TO ALL TERMS AND CONDITIONS ON BOTH SIDES OF THIS DOCUMENT
LABOR .00
PARTS 100.00
DEDUCTIBLE .00
SUBLET .00
SHOP SUPPLIES .00
HAZARDOUS MATERIALS 7.00
SALES TAX OR TAX I.D. .00
SPECIAL ORDER DEPOSIT .00
DISCOUNTS 107.00
TOTAL DUE