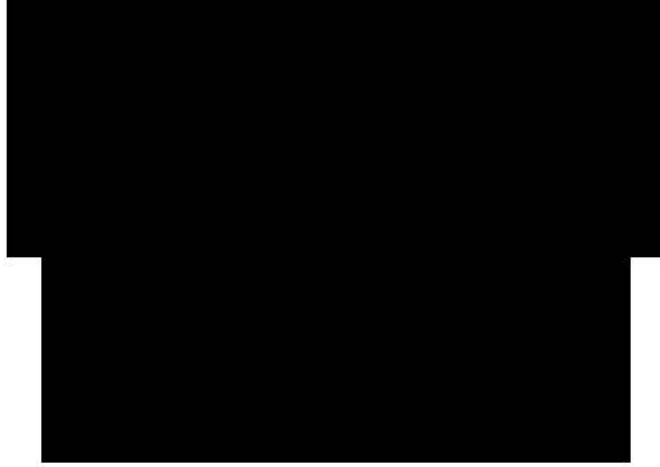


INFORMATION REDACTED
PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C.
552(B)(6)



Service of Process Transmittal Summary

TO: Mary Ann MacKinnon
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] AND [REDACTED] // To: Ford Motor Company

DOCUMENT(S) SERVED: Summons, Cover Sheet, Complaint

COURT/AGENCY: District of Maryland - United States District Court - Northern Division, MD
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2022 Thor Chateau 24F RV,
[REDACTED]

PROCESS SERVED ON: The Corporation Trust Incorporated, Lutherville Timonium, MD

DATE/METHOD OF SERVICE: By Traceable Mail on 02/03/2023 postmarked on 01/31/2023

JURISDICTION SERVED: Maryland

APPEARANCE OR ANSWER DUE: Within 21 days after service (not counting the date of receipt) (Document(s) may contain additional answer dates)

ATTORNEY(S)/SENDER(S): Peter Holland
The Holland Law Firm
914 Bay Ridge Road, Ste. 230
Annapolis, MD 21403
410-280-6133

ACTION ITEMS: CT has retained the current log, Retain Date: 02/04/2023, Expected Purge Date:
02/09/2023

Image SOP

REGISTERED AGENT CONTACT: The Corporation Trust Incorporated
2405 York Rd
Ste 201
Lutherville Timonium, MD 21093
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.

Annapolis, MD



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Ford Motor Company
C/O The Corporation Trust, Inc, R/A
2405 York Road, Ste 201
Lutherville Timonium, MD 21093

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
District of Maryland

[REDACTED]

Plaintiff(s)

v.

Ford Motor Company

Defendant(s)

Civil Action No [REDACTED]

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) FORD MOTOR COMPANY
C/O THE CORPORATION TRUST, INCORPORATED, R/A
2405 YORK ROAD, STE. 201
LUTHERVILLE TIMONIUM, MARYLAND 21093

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

PETER HOLLAND
The Holland Law Firm
914 Bay Ridge Road, Ste. 230
Annapolis, MD 21403
Telephone: 410.280.6133
Fax: 410.280.8650

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. [redacted]

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date:

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

The JS 44 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, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff Anne Arundel (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Peter A. Holland, 914 Bay Ridge Road, Ste. 230, Annapolis, MD 21403, 410 280 6133

DEFENDANTS

Ford Motor Company

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1
2 2
3 3
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 210 Land Condemnation, 310 Airplane, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Magnusson Moss Warranty Act, 15 U.S.C. § 2301 et seq. Brief description of cause: Defective Motor Home

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 75,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 1/26/2023 SIGNATURE OF ATTORNEY OF RECORD /s/ Peter A. Holland

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION

[REDACTED]
CASE NO.

[REDACTED]
EDGEWATER, MARYLAND [REDACTED]

PLAINTIFFS

COMPLAINT AND JURY DEMAND

- VS. -

FORD MOTOR COMPANY
C/O THE CORPORATION TRUST, INCORPORATED, R/A
2405 YORK ROAD, STE. 201
LUTHERVILLE TIMONIUM, MARYLAND 21093

DEFENDANT

PRELIMINARY STATEMENT

1. This case involves an unsafe and defective 2022 Thor Chateau 24F that Ford Motor Company knew had a safety chassis defect causing sudden loss of power steering assist and power brake assist, yet distributed to the final stage manufacturer for ultimate sale anyways without warning the consumer purchasers [REDACTED] that it was defective and unsafe to drive. Despite multiple repair attempts under the Ford Motor Company warranty, in multiple states, following multiple attempts to repair power steering assist and brake assist failures, and other safety related defects, the chassis defects are still not fixed and the [REDACTED] are stuck with a recreational vehicle ("RV") that is unusable and unsafe to drive that they consider to be a death trap.

2. This case involves claims asserted against Defendant Ford Motor Company under the Maryland, Colorado, Illinois and/or Indiana Uniform Commercial Code, the Magnuson Moss Warranty Act, and the Maryland Consumer Protection Act, Md. Comm. Law Ann. 1301 et seq.
3. Jurisdiction exists with this court because a federal claim exists in which there is more than \$50,000 in controversy under 15 USC 2301 et seq, invoking 28 USC 1331, and/or the amount in controversy is more than \$75,000 and is between citizens of different states, invoking 28 USC 1332.
4. The chassis of the RV, which is the subject of this dispute, was built and warranted by Defendant Ford Motor Company in Avon Lake, Ohio. The RV was manufactured in its final form by Thor Motor Coach, the final stage manufacturer, in Indiana. The RV was acquired by Plaintiffs in Maryland and was defective when acquired. Ineffective repair attempts were made upon the subject RV by Defendant's authorized representative dealerships in Maryland, Colorado, Illinois and Indiana. Defendant Ford Motor Company controlled the speed and processing of these warranty repairs from its headquarters in Michigan. The place where the relationship of the parties arose is both Michigan and Maryland, because the warranty obligations of Defendant Ford Motor Company were made by Defendant Ford Motor Company in Michigan, and were received by Plaintiffs with the purchase of the subject RV in Maryland. Defendant Ford Motor Company advertised and solicited the sale of RV chassis which it manufactured, including the chassis in Plaintiff's RV, in both Maryland and Michigan.

IDENTIFICATION OF PARTIES

5. [REDACTED] are natural persons domiciled and residing in Maryland, and are consumers and buyers within the meaning of applicable laws.
6. Defendant Ford Motor Company was, at all times relevant, a corporation doing business in Maryland and elsewhere, and is the manufacturer and warrantor of the subject RV's engine and chassis that was used in the construction of the subject 2022 Thor Chateau 24F that Plaintiffs acquired from Leos Vacation Center, in Maryland. Defendant Ford Motor Company is a Delaware corporation, with its principal place of business in Michigan. Defendant was, at all times relevant, engaged in the business of manufacturing and servicing recreational motor vehicle engines and chassis through its authorized dealerships and agents, which it maintains in Maryland, Colorado, Illinois, Indiana and elsewhere.
7. The Plaintiffs presented the subject RV for repairs under the Ford Motor Company warranty to Chesapeake Ford Truck in Upper Marlboro, Maryland. At all times relevant, Chesapeake Ford Truck was a supplier, merchant and an authorized representative and agent of Ford Motor Company in Maryland for servicing of Ford Motor Company products in Maryland. At all times relevant, Chesapeake Ford Truck was authorized by Ford Motor Company to act for it as its authorized agent and representative in Maryland in all respects related to the attempted performance of warranty repair and service work upon the subject new 2022 Thor Chateau 24F.
8. The Plaintiffs presented the subject RV for repairs under the Ford Motor Company warranty to Loveland Ford in Loveland, Colorado. At all times relevant, Loveland

Ford was a supplier, merchant and an authorized representative and agent of Ford Motor Company in Colorado for servicing of Ford Motor Company products in Colorado. At all times relevant, Loveland Ford was authorized by Ford Motor Company to act for it as its authorized agent and representative in Colorado in all respects related to the attempted performance of warranty repair and service work upon the subject new 2022 Thor Chateau 24F.

9. The Plaintiffs presented the subject RV for repairs under the Ford Motor Company warranty to Al Cioni Ford in Granville, Illinois. At all times relevant, Al Cioni Ford was a supplier, merchant and an authorized representative and agent of Ford Motor Company in Illinois for servicing of Ford Motor Company products in Illinois. At all times relevant, Al Cioni Ford was authorized by Ford Motor Company to act for it as its authorized agent and representative in Illinois in all respects related to the attempted performance of warranty repair and service work upon the subject new 2022 Thor Chateau 24F.
10. The Plaintiffs presented the subject RV for repairs under the Ford Motor Company warranty to Currie Motors in Valparaiso, Indiana. At all times relevant, Currie Motors was a supplier, merchant and an authorized representative and agent of Ford Motor Company in Indiana for servicing of Ford Motor Company products in Indiana. At all times relevant, Currie Motors was authorized by Ford Motor Company to act for it as its authorized agent and representative in Indiana in all respects related to the attempted performance of warranty repair and service work upon the subject new 2022 Thor Chateau 24F.

FIRST CLAIM: BREACH OF WARRANTY AND/OR CONTRACT

11. This case involves a defective 2022 Thor Chateau 24F recreational vehicle that Defendant Ford Motor Company warranted and contracted to warrant but which it was not able to repair within a reasonable number of chances or a reasonable amount of time and whose warranty and/or contract Defendant breached.
12. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.
13. This claim is for breach of warranty and/or contract by Defendant Ford Motor Company under Maryland, Colorado, Illinois and/or Indiana law.
14. As a result of the above, and the allegations below, inter alia, Defendant breached its warranty and/or contract to the injury of Plaintiffs and that was unfair and/or deceptive to Plaintiffs.
15. On or about October 6, 2021 the parties entered into a consumer transaction, in that Plaintiffs agreed to acquire from Leos Vacation Center, Leos Vacation Center agreed to sell to Plaintiffs, and Defendant Ford Motor Company contracted and/or agreed to warrant the vehicle engine and chassis to be free from defects and/or that it would repair and/or replace any defect which it contracted and/or warranted against, the goods being a certain 2022 Thor Chateau 24F RV believed to bear VIN# [REDACTED] and whose total cash price was \$98,224.64.
16. Plaintiffs acquired the vehicle in reliance on the existence of a written warranty and/or contract from Defendant Ford Motor Company and on advertising representations and/or warranties of Defendant Ford Motor Company.

17. The purpose of Defendant's warranty was (a) to get the RV fixed within a reasonable amount of time and within a reasonable number of attempts if a defect arose, and (b) to give Plaintiffs' confidence in the reliability and quality of the RV's chassis, and (c) to give Plaintiffs confidence in the Defendant's representations about the subject vehicle's chassis and the vehicles Defendant designed and built, and (d) to give Plaintiffs confidence in Defendant itself as a responsible company that lived up to its representations, its word, and its warranties.
18. After acquiring the vehicle, Plaintiffs discovered that it did not conform to the representations of Defendant inasmuch as it developed continuing malfunctions, defects and problems and was unsafe to drive, and that was unfair and/or abusive and/or deceptive to Plaintiffs.
19. The defects in the RV, which were substantial and existed in the materials and workmanship caused by Ford Motor Company included, but are not limited to: Power Steering Assist and Brake Assist Failures, ABS/Traction Control Warning Light Illuminated, Check Engine Warning Light Illuminated, No Start / Hard to Start, No Power on Acceleration While Driving in Traffic, No Power on Acceleration from Stop, among other things.
20. Because of the contract and/or warranty-covered defects, Plaintiffs notified Defendant and/or one of its authorized servicing dealers of the numerous defects and on various dates delivered the motor coach into the possession of Defendant and/or one or more of Defendant's authorized servicing dealers at Plaintiff's cost and/or expense.
21. Ford Motor Company knew about the RV's power steering assist and brake assist

failure in May of 2021, and knew that the defect made the vehicle unsafe to drive, but concealed that fact from consumer purchasers, including Plaintiffs, prior to and at the time of Plaintiffs' purchase of the RV on October 6, 2021, and that was unfair and/or abusive and/or deceptive to Plaintiffs.

22. In May of 2021, Ford Motor Company's Critical Concern Review Group launched an investigation into power steering assist and brake assist failures in the same Ford Motor Company chassis at issue in this case.
23. On or about February 17, 2022, following Ford Motor Company's "Critical Concern" safety review, Ford Motor Company issued Ford Safety Recall 22S08A - Power Steering Assist and Brake Assist Failures. The recall warned that "[a] sudden loss of power steering assist and power brake assist increases the risk of a crash". And, the recall instructed Ford Motor Company authorized dealers not to allow consumers to drive unsold vehicles still in dealer hands until the recall had been performed.
24. On or about June 29, 2022, Plaintiffs presented the RV to Chesapeake Ford Truck, a Ford Motor Company authorized dealer in Upper Marlboro, Maryland, for repair of the following defects under the Ford Motor Company warranty for 1 day for repair of the following defect:
 - Ford Safety Recall 22S08A - Power Steering Assist and Brake Assist Failure.
25. On or about August 12, 2022, the RV's power brakes and power steering simultaneously failed while traveling 75 miles per hour on Interstate 80 near the Wyoming-Nebraska state line. Mr. [REDACTED] struggled to control the steering while he stood on the brake pedal, with little effect. Terrified, the couple wrestled the

vehicle off the Interstate, miraculously coasting to a stop. The RV's failure was exactly as described in Ford Safety Recall 22S08A. The RV was subsequently towed to the nearest Ford Motor Company authorized dealer with availability, Loveland Ford, in Loveland, Colorado.

26. On or about August 12, 2022, Plaintiffs presented the RV to Loveland Ford, a Ford Motor Company authorized dealer in Loveland, Colorado, for about 30 days for repair of the following defect:

- Power Steering Assist and Brake Assist Failure.

27. On or about September 13, 2022, just a few days after repairs at Loveland Ford were said to be finally complete, the ABS/Traction Control warning light illuminated on the dash. So, Plaintiffs reached out to Ford Motor Company for help and, at Ford Motor Company's instruction, presented the RV to Al Cioni Ford, a Ford Motor Company authorized dealer in Granville, Illinois, for about 1 day for repair of the following defect:

- ABS/Traction Control Warning Lights Illuminated.

Al Cioni Ford advised Plaintiffs that the system was sending false readings, and that it was safe, even with the warning lights illuminated, to drive the RV with the warning lights illuminated back home to Maryland.

28. On September 13, 2022, about an hour and a half after leaving Al Cioni Ford, the ABS/Traction Control warning lights illuminated again, but the Plaintiffs reluctantly continued driving the RV as Ford Motor Company instructed. A few minutes later, the RV's gas pedal became nonresponsive, this time in rush hour traffic near Chicago. Thankfully, the [REDACTED] narrowly avoided a collision with a

tractor trailer, when the gas pedal reengaged at the last minute. The [REDACTED] were able to get the RV to Lake Shore Camp Resort, where they contacted Ford Motor Company for help yet again. This time, Ford Motor Company decided to tow the RV to Currie Motors for repairs. However, there was a delay in towing, as the RV would not start and was hard to start. When the tow truck driver finally arrived on September 15, 2022, he told them this had to be the hundredth 2022 Ford E series that he had towed that year.

29. On or about September 15, 2022, Plaintiffs presented the RV to Currie Motors, a Ford Motor Company authorized dealer in Valparaiso, Indiana for about 1 day for repair of the following defects, yet again:

- ABS/Traction Control Warning Lights Illuminated;
- Check Engine Warning Light Illuminated;
- No Start / Hard to Start;
- No Power on Acceleration from Stop;
- No Power on Acceleration While Driving in Traffic.

That evening, at 4:47 pm, Plaintiffs received a voicemail that the RV was fixed. However, they do not trust the RV, feel it is a death trap, and are not willing to ride in it ever again for fear for their lives.

30. On or about October 21, 2022, Plaintiffs sent a certified letter to Defendant Ford Motor Company advising Ford Motor Company of the RV's defects, including safety defects, the RV's failed repair history, and the RV's near accidents, revoking acceptance of the RV and asking Ford Motor Company to give them their money back and pay their damages.

31. Ford Motor Company never responded to Plaintiffs October 21, 2022 letter, and

that was unfair and/or abusive and/or deceptive to Plaintiffs.

32. On or about December 2, 2022, Plaintiffs arranged to have the unrepaired RV towed from Currie Motors to their residence in Maryland.
33. On or about December 28, 2022, after being in the repair shop for chassis related defects on 4 separate occasions, still having a chassis related safety defect despite 4 repair opportunities for Ford Motor Company, being out of service a total of about 33 days for chassis related defects, and accumulating about 5 different chassis related defects since its acquisition, Plaintiffs sent a second letter to Ford Motor Company, again advising Ford Motor Company of the RV's defects, including safety defects, the RV's failed repair history, and the RV's near accidents, revoking acceptance of the RV and asking Defendant Ford Motor Company to give them their money back and pay their damages, and providing notice to Defendant Ford Motor Company of its unfair and deceptive acts and practices.
34. Again, Defendant Ford Motor Company never responded to Plaintiffs December 28, 2022 letter, and that was unfair and/or abusive and/or deceptive to Plaintiffs.
35. In spite of Defendant's obligations, when Plaintiffs complained of the inability of Defendant and its authorized warranty-repair facility to repair the vehicle, Defendant did not repair or replace or repurchase the subject vehicle, and that was unfair and/or abusive and/or deceptive to Plaintiffs.
36. Instead of performing as represented, Defendant did not repair all defects in the vehicle once and for all time. In short, the defects were not repaired, Plaintiffs lost all confidence in the reliability and quality of the RV, and Plaintiffs lost all confidence in Defendant Ford Motor Company as a company.

37. As a result, Defendant breached its express and/or implied warranties and/or warranty contract and committed one or more unfair and/or abusive and/or deceptive acts and/or practices.
38. As a result, Defendant's warranty and/or warranty contract failed of its essential purpose and any limitations contained within the warranty and/or contract are null and void and Plaintiffs are entitled to all applicable legal and equitable remedies in law.
39. In addition, any limitations contained within the warranty and/or contract are null and void and without consideration and Plaintiffs are entitled to all applicable legal and equitable remedies in law.
40. Through its advertising and otherwise, Defendant represented that the RV chassis it built were fit for the purpose for which they were designed, that they are safe and suitable vehicles for their intended designed use, reliably operable for private transportation and Plaintiffs acquired the vehicle in reliance upon the belief that Defendant possessed a high degree of manufacturing skill and judgment.
41. Through its advertising and otherwise, Defendant represented that the RV chassis which it manufactured were of merchantable quality, fit and in proper condition for the ordinary use for which such vehicles are designed and used, and Plaintiffs relied on such, but the vehicle involved in this case was not, however, of merchantable quality and that was unfair and/or abusive and/or deceptive to Plaintiffs.
42. The malfunctions and defects in the vehicle severely and substantially impaired its use and/or safety and/or value to Plaintiffs and that was unfair and/or deceptive to Plaintiffs, and that was unfair and/or abusive and/or deceptive to Plaintiffs.

43. Defendant's failure to timely fix all of the vehicle's defects has caused Plaintiffs to lose confidence in the reliability of the subject motor vehicle and in the ability of Defendant to repair the vehicle's defects, and that was unfair and/or abusive and/or deceptive to Plaintiffs.
44. Plaintiffs provided Defendant and/or one or more of its authorized dealers with a reasonable number of opportunities to repair the vehicle but they have each neglected, failed, refused or otherwise been unable to do so within a reasonable amount of time or a reasonable number of attempts, and that was unfair and/or abusive and/or deceptive to Plaintiffs.
45. As a result of the above facts, Defendant breached its warranties and/or contract and/or representations with respect to the vehicle, and that was unfair and/or abusive and/or deceptive to Plaintiffs.
46. One or more of the defects and malfunctions in the vehicle were covered under the terms of Defendant's warranties and/or warranty contract, and Defendant failed to repair the vehicle, thereby diminishing the use and/or safety and/or value of the vehicle, and that was unfair and/or abusive and/or deceptive to Plaintiffs.
47. Defendant and/or one or more of its authorized dealers had notices of the breaches of the warranty and/or contract and the defective condition of the subject motor vehicle within a reasonable time.
48. Plaintiffs suffered and shall continue to suffer actual, incidental and consequential damages as a direct and proximate result of the inability or other failure of Defendant's authorized representatives to repair or replace the vehicle or refund its price and that was unfair and/or deceptive to Plaintiffs.

SECOND CLAIM: MAGNUSON MOSS WARRANTY ACT

49. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.
50. This claim is for breach of express and/or implied warranties and/or contract of warranties and Defendant's violation of its obligations under the Magnuson-Moss Warranty Act, 15 U.S.C. 2301, et seq, including but not limited to its obligations to comply with its warranties and/or contract and/or to make its warranty term disclosures and its actions in full compliance with all provisions of the Warranty Act and its applicable regulations.
51. As a result of the above, among other things, Defendant has breached its obligations under the Warranty Act and/or its applicable disclosure and/or other regulations and that was unfair and/or deceptive to Plaintiffs.
52. As a result of the above, among other things, Defendant breached its obligations to make its warranty term disclosures and its actions in full compliance with all provisions of the Warranty Act and the applicable Code of Federal Regulations.
53. As a result of the above, inter alia, Defendant is in violation of the Warranty Act.

THIRD CLAIM: MARYLAND CONSUMER PROTECTION ACT

54. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.
55. This claim is for violation of the Maryland Consumer Protection Act ("MCPA"), Md. Code Ann., Com. Law § 13-101 et. seq., by Defendant Ford Motor Company.
56. The Plaintiffs are each a "consumer" as defined by § 13-101(c)(1) of the MCPA.

57. Defendant is a "merchant" as defined by § 13-101(g)(1) of the MCPA.
58. Each of the parties to this action is a "person" as defined by § 13-101(h) of the MCPA.
59. In enacting the Consumer Protection Act, the Legislature made the following

Legislative Findings:

(a)(1) The General Assembly of Maryland finds that consumer protection is one of the major issues which confront all levels of government, and that there has been mounting concern over the increase of deceptive practices in connection with sales of merchandise, real property, and services and the extension of credit.

(2) The General Assembly recognizes that there are federal and State laws which offer protection in these areas, especially insofar as consumer credit practices are concerned, but it finds that existing laws are inadequate, poorly coordinated and not widely known or adequately enforced.

(b)(2) The General Assembly is concerned that public confidence in merchants offering goods, services, realty, and credit is being undermined, although the majority of business people operate with integrity and sincere regard for the consumer.

(3) The General Assembly concludes, therefore, that it should take strong protective and preventive steps to investigate unlawful consumer practices, to assist the public in obtaining relief from these practices, and to prevent these practices from occurring in Maryland. It is the purpose of this title to accomplish these ends and thereby maintain the health and welfare of the citizens of the State.

Md. Code Ann., Com. Law § 13-102.

60. In enacting the MCPA, the Legislature expressed its explicit intent as follows: "This title is intended to provide minimum standards for the protection of consumers in the State." Md. Code Ann., Com. Law § 13-103(a).
61. The Legislature also said that the MCPA "shall be construed and applied liberally to promote its purpose." Md. Code Ann., Com. Law § 13-105. As was recently

observed, “[t]he Act is intended to be liberally construed in order to achieve its consumer protection objectives.” *Piotrowski v. Wells Fargo Bank, N.A.*, No. CIV.A. DKC 11-3758, 2013 WL 247549, at *10 (D. Md. Jan. 22, 2013).

62. Section 13-303(1) of the MCPA prohibits unfair or deceptive practices in the sale of consumer goods.
63. Section 13-303(5) states that “[a] person may not engage in any unfair, abusive, or deceptive trade practice, as defined in this subtitle or as further defined by the Division, in: (1) [t]he sale...of any consumer goods.”
64. Pursuant to § 13-301(2)(i) of the MCPA, it is an unfair, abusive, or deceptive trade practice to represent that consumer goods have a benefit or of a quality that they are not.
65. Pursuant to § 13-301(2)(iv) of the MCPA, it is an unfair, abusive, or deceptive trade practice to represent that consumer goods are of a particular standard or quality which they are not.
66. Pursuant to § 13-301(3) of the MCPA, it is an unfair, abusive, or deceptive trade practice to fail to state a material fact if the failure deceives or tends to deceive.
67. Pursuant to § 13-301(9) of the MCPA, it is an unfair, abusive, or deceptive trade practice to make a knowing concealment or omission of material fact with the intent that a consumer rely on the same in connection with the promotion or sale of any consumer goods.
68. Ford violated these provisions of the MCPA, and more, including but not limited to the following manners:
 - a. Ford Motor Company knew about the chassis’s power steering assist and

brake assist failures and risk of failures in May of 2021, and knew that the defect made the chassis unsafe to drive, but continued to distribute the chassis for ultimate sale to consumers, including Plaintiffs, and concealed the truth about the RV's chassis from consumers, including Plaintiffs, prior to and at the time of the sale of the RV to Plaintiffs on October 6, 2021;

- b. Ford Motor Company represented to its dealers that the impacted RVs still in dealer hands should not be driven until after the recall was performed, but no one warned Plaintiffs about the chassis's power steering assist and brake assist failures and risk of failures when they purchased the RV on October 6, 2021;
 - c. In its advertising and otherwise, Ford Motor Company represented that the chassis in the 2022 Thor Chateau 24F was of a standard or quality that it was not, at a time that Defendant knew or should have known that it was not;
 - d. Ford Motor Company instructed its authorized dealers not to sell unsold affected vehicles but in its recall, Ford Motor Company instructed consumers, including Plaintiffs, that their RV was safe to drive;
 - e. Ford Motor Company breached its warranties and violated the Magnuson Moss Warranty Act.
69. As a direct consequence of Defendant's violations of the MCPA, the Plaintiffs have suffered an injury or loss and are entitled to damages and attorneys' fees pursuant to MCPA § 13-408.
70. Defendant's actions were also unfair within the general meaning of the MCPA. A practice is unfair under the MCPA if it results in (a) a substantial injury (b) not

outweighed by any countervailing benefit of the practice and (c) not reasonably avoidable by the consumer. *Legg v. Casstruccio*, 100 Md. App. 748 (1994)(adopting FTC standards for unfairness). That the practice is a violation of public policy provides additional evidence of the degree of consumer injury. *Id.* at 769.

71. Defendant's actions caused substantial injury: they deprived Plaintiffs of their property and caused them emotional distress, physical trauma, and additional expenses.
72. Defendant's actions were not outweighed by any countervailing benefit to society at large.
73. Plaintiffs could not reasonably have avoided the injury because they could not reasonably have known about the RV's Power Steering Assist and Brake Assist Failure defect or the gas pedal's lack of response while driving until they were in two near death experiences while driving the RV during the malfunctions.
74. As a direct and proximate result of the Defendant's wrongful conduct, the Defendant caused Plaintiffs to experience economic damages, emotional distress, physical manifestations of emotional distress, and other articulable economic and noneconomic injury, damages, harms and losses. The specific harms proximately caused by the Defendants include but are not limited: Plaintiffs significantly overpaid for the RV because of the secret Power Steering Assist and Brake Assist Failure defect, loss of money, loss of use of the Vehicle, expenses paid as a result of the RV's Power Steering Assist and Brake Assist Failure defect and Defendant's concealment of it and subsequent failure to repair it, anxiety, trauma, inconvenience and more.

75. As a result of the above, inter alia, Defendant engaged in one or more unfair, abusive and/or deceptive trade practices in the sale of consumer goods to Plaintiffs, being a 2022 Thor Chateau 24F, and in violation of the MCPA.

WHEREFORE, judgment is demanded against Defendant as deemed proper and lawful by the Court, cumulatively and/or alternatively as follows:

PRAYER FOR RELIEF

1. On the first claim, statutory and other damages, remedies, and relief as deemed proper and lawful by the Court, for more than \$50,000 and in such amount as may be proven at trial;

2. On the second claim, statutory and other damages, remedies, and relief as deemed proper and lawful by the Court, for each and every violation that may be proven at trial;

3. On the third claim, damages and/or statutory damages, and other damages, remedies, and relief as deemed proper and lawful by the Court, for each and every violation that may be proven at trial;

Plus on each and every claim, expenses of suit and litigation, interest from the date of acquiring the RV, reasonable attorney fees, plus all costs, and any and all other legal and equitable relief deemed necessary and just.

ALTERNATIVE PRAYER FOR RELIEF

Or, in the alternative to the damages set forth in the prayer above on any appropriate claim as proven by the evidence and allowed by law, rescission and/or

revocation of acceptance plus all damages and/or statutory remedies and relief as deemed proper, equitable and lawful by the Court, for each and every violation which may be proven at trial;

Plus on each and every claim, expenses of suit and litigation, interest from the date of acquiring the RV, and an Order finding Plaintiffs to have rescinded and/or revoked acceptance, reasonable attorney fees, plus all costs, and any and all other legal and equitable relief deemed necessary and just.

JURY DEMAND

Plaintiffs demand trial by jury on all claims and issues.

/s/ Peter Holland Fed. Bar. No. 10866

PETER HOLLAND

The Holland Law Firm

914 Bay Ridge Road, Ste. 230

Annapolis, ND 21403

Telephone: 410.280.6133

Fax: 410.280.8650

Email: peter@hollandlawfirm.com

/s/ Elizabeth Ahern Wells

ELIZABETH AHERN WELLS

Pro Hac Pending

BURDGE LAW OFFICE

8250 Washington Village Drive

Dayton, OH 45458-1850

Telephone: 937.432.9500

Fax: 937.432.9503

Email: Beth@BurdgeLaw.com

Attorneys for Plaintiffs



October 24, 2022

EMAIL (forddlap@ford.com)

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

Re: [REDACTED]
VIN: [REDACTED]

To whom it may concern:

This letter is formal written notice that Thor Motor Coach, Inc. (TMC) has received a complaint that asserts that the above listed motorhome has been out of service for 30 or more days and has been serviced 3 or more times for warranty repairs to the brakes and steering system.

Pursuant to Uniform Commercial Code, which gives TMC certain "vouching" rights where products are provided (I.C. 26-1-2-607) if found at fault, Ford is hereby notified that if it and/or its insurer fails or refuses to defend TMC, Ford and its insurer may be bound by any determinations of fact and rulings of law entered by a court should any lawsuit be filed and an adverse decision rendered against TMC.

Please feel free to contact me to discuss further. I may be reached by phone at (574) 584-2122 or by email at jjprowett@tmcrv.com.

Respectfully,
[REDACTED]

Jeremy Prowett
Consumer Affairs

Service of Process Transmittal Summary

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: Re: [REDACTED] / To: Ford Motor Company

DOCUMENT(S) SERVED: Letter

COURT/AGENCY: None Specified
Case # None Specified

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - 2022 Thor Chateau 24F,
[REDACTED]

PROCESS SERVED ON: C T Corporation System, Columbus, OH

DATE/METHOD OF SERVICE: By Traceable Mail on 01/03/2023 postmarked on 12/28/2022

JURISDICTION SERVED: Ohio

APPEARANCE OR ANSWER DUE: By 01/10/2023

ATTORNEY(S)/SENDER(S): Ronald L Burdge
Burdge Law Office
8250 Washington Village Drive
Dayton, OH 45458
937-432-9500

ACTION ITEMS: CT has retained the current log, Retain Date: 01/03/2023, Expected Purge Date:
01/08/2023

Image SOP

REGISTERED AGENT CONTACT: 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.

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

POSTNET MAIL



FIRST CLASS

US POSTAGE IMPITNEY BOWES

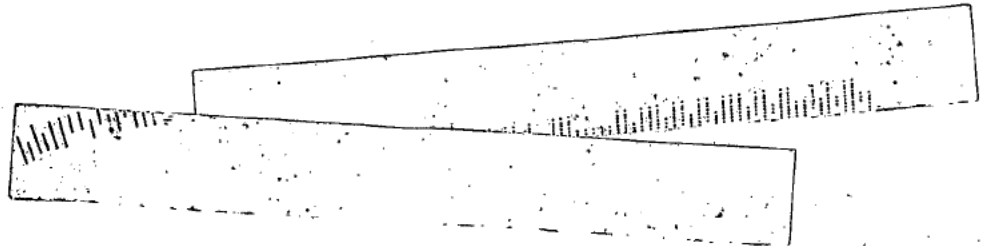


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BURDGE
LAW OFFICE
CQ, LPA

8250 Washington Village Dr.
Dayton, OH 45458
"Consumer Law Attorneys Helping People Help Themselves"

Ford Motor Company
c/o CT Corporation System, SA
4400 Easton Commons Way, Ste. 125
Columbus OH 43219



BURDGE | LAW OFFICE

8250 Washington Village Drive | Dayton OH | 45458-1850

December 28, 2022

Via Certified Mail

Ford Motor Company
c/o CT Corporation System, SA
4400 Easton Commons Way, Ste. 125
Columbus OH 43219

Via E-Mail

Ford Motor Company
c/o Jeremiah J. Wood, Esq.
Baker & Hostetler LLP
jjwood@bakerlaw.com

Re: Lee Ann and [REDACTED] 2022 Thor Chateau 24F
Ford chassis VIN No.: [REDACTED]

Dear Jeremiah:

Recognizing you are Ford's attorney, please be advised that this letter is to Ford Motor Company so please communicate it to them and assure them of the seriousness with which this matter is viewed.

Peter Holland and I have reviewed this case on behalf of our clients [REDACTED]. [REDACTED] Attorney Holland's October 21 letter was very clear on the problems that our clients have had with this Ford chassis, problems which Ford knew about in May 2021 when Ford's Critical Concern Review Group launched an investigation of the reported power steering and brake failure problems approximately 5 months before our clients even bought their subject vehicle. As Ford knows, its investigation resulted in Recall 22S08A, which was issued on February 17, 2022 after Ford spent months trying to decide what to do about this obviously dangerous defect which Ford's recall warns, "A sudden loss of power steering assist and power brake assist increases the risk of a crash."

As Attorney Holland said, that is exactly what nearly happened to the [REDACTED]. Any further contact on this matter should be through my office now.

As Attorney Holland said, Mr. and Mrs. [REDACTED] purchased a 2022 Thor Chateau 24F with this Ford chassis from Leo's Vacation Center in Maryland, on October 6, 2021. After experiencing repeated dangerous chassis defects, all of which occurred after Ford's "Critical Concern" investigation had started months before, and after more than 30 days in the shop for the attempted Ford repair of those defects over the course of at least four different repair opportunities, the [REDACTED] Family has lost all faith and confidence in the

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8250 Washington Village Drive | Dayton OH | 45458-1850

reliability of this vehicle and in your company's ability to live up to your warranties.

After discovering the chassis defects, my clients are rightfully convinced that the vehicle that was sold to them is one that simply does not run right and was not fixed within a reasonable number of attempts or within a reasonable amount of time.

The [REDACTED] were shaken by the danger that they were placed in because Ford did not make certain this vehicle was fixed before they every bought it. During the repeated failures Ford's dealers repeatedly assured them that it had been taken care of/fixed when, in fact, it had not.

Because Ford dealers can not fix the defects, the [REDACTED] Family now refuses to drive what they understandably consider to be a death trap. After all, in your recall notice to Ford dealers you advised them not to let any consumers drive unsold vehicles still in dealer hands.

What our clients want is simple: they want rid of this RV and their money back and attorney fees paid. With a dangerous chassis, the RV is useless to them. To help Ford understand the "out of pocket" damages caused by this RV, please consider the following itemization of actual damages, to which fees will be added:

1. Purchase Cost Paid:	\$	98,224.64
2. Incidental Vehicle Costs & Repairs Paid For By Client:	+	\$
Insurance	\$	1,093.00
State Vehicle License, Registration:	\$	
3. Incidental Post Sale Vehicle Add-On's Paid For by Client:	+	\$
Tow Dolly	\$2,491.00	
Tow Hitch	\$6,162.00	8,653.00
4. Consequential Costs:	+	\$
Winkler Tow (8/12/22)	\$1,500.00	
Enterprise Rental Car (8/12/22 - 9/10/22)	\$1,935.00	
Penske Rental Truck	\$1,233.00	
Uber to Penske	\$54.00	18,215.00
Lodging (8/12/22 - 9/10/22)	\$9,562.00	
Ford Roadside Assistance Tow (9/16/22)	\$560.00	
Final Tow - Indiana to Maryland	\$3,371.00	
5. Subtotal Economic Damages to Date:	=	\$ 126,185.64
6. Subtotal Economic and Non-Economic Damages:	=	\$ 126,185.64

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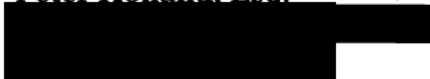
Our clients have a lien on this RV for their investment in it but stand ready to turn it over to Ford at your request. They want their money back and attorney fees paid.


Ford has had months to resolve this dispute amicably after receipt of Attorney Holland's October 21 letter and failed to do so. If we do not hear from you by January 10, 2023 then we will assume that Ford is refusing and wishes a lawsuit to be filed and it will be.

Thank you.



Ronald L Burdge

cc: Peter Holland, Esq.




Helping RV Owners and Consumer Law Attorneys, since 1978

The **HOLLAND LAW FIRM**
for Consumer Rights

Jessica L. Russell
Attorney at Law
Jess@hollandlawfirm.com

The Holland Law Firm, P.C.
914 Bay Ridge Road, Ste. 230
Annapolis, MD 21403

October 21, 2022

**BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED TO:**

Ford Motor Company
Customer Relationship Center
P.O.Box 6248
Dearborn, MI 48121

And

Leo's Vacation Center
729 MD RT 3 NBL
Gambrills, MD 21054

RE: *2022 Ford E-350 Super Duty (Thor Chateau 24 F Motor Coach)*
VIN: [REDACTED] – Notice of Claim and Demand for Buyback

Dear Sir or Madam,

I represent Charles and [REDACTED]. On October 6, 2021 they purchased the above referenced Ford truck motor home for over \$98,000.00. What was intended to be their dream motor home for use to travel the country and visit children and grandchildren has instead been a nightmare which has nearly caused fatal collisions on two occasions. Those near fatalities occurred when the car was less than one year old and had been driven less than 9,000 miles. They were caused by known defects which are subject to open manufacturer safety recalls. The most recent breakdown occurred in September of 2022 in Indiana, hundreds of miles from home. The Ford truck remains in Valparaiso Indiana at Currie Motor Ford.

Copies of the Buyers Order, repair history and Ford safety recall notice are attached.

The dangerous safety and mechanical defects in the Ford truck render it unfit for use and substantially impair its market value. Demand is hereby made that you accept return of the Ford truck and refund the full purchase price, including all taxes, fees and

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other costs incident of sale, and compensate the [REDACTED] for all damages which they have incurred as a result of the Ford's defects.

The [REDACTED] purchased the Ford truck new from Leo's Vacation Center in Gambrills, Maryland on October 6, 2021. In anticipation of a planned cross-country trip in August, 2022 and in receipt of a Ford Recall Notice 22S08, the [REDACTED] brought the Ford truck to Chesapeake Ford Truck, an Authorized Ford Warranty Repair Location on June 29, 2022. The Ford truck passed inspection at Chesapeake Ford and was returned to the [REDACTED] the same day. The language of the Ford Recall Notice and representations of Chesapeake Ford's representations to Mr. [REDACTED] led him to believe that the Ford was safe to drive.

On August 8, 2022, the couple set out on their trip. On August 12, the power brakes and power steering on the Ford truck simultaneously failed while traveling 75 miles per hour on Interstate 80 near the Wyoming-Nebraska state line. Mr. [REDACTED] struggled to control the steering while he stood on the brake pedal, with little effect. Terrified, the couple wrestled the vehicle off the Interstate, miraculously coasting to a stop. Serious collision and potentially fatal injury were avoided only through extraordinarily lucky circumstance.

The Ford truck's failure was exactly as described in your February 17, 2022 Safety Recall Notice (a copy is enclosed), which states:

Sudden loss of power steering fluid may result in a loss of power steering assist, requiring increased steering effort, and loss of power brake assist, requiring increased force on the pedal to brake, potentially resulting in increased stopping distance. A sudden loss of power steering assist and power brake assist increases the risk of a crash.

The Ford was towed to the nearest Ford Authorized repair location with availability in Loveland, Colorado per Ford Roadside Assistance's instructions. There it remained for almost one month until September 10th, undergoing repairs. The [REDACTED] continued their trip but were forced to delay travel and incur unanticipated expenses, including but not limited to obtaining a rental vehicle and overnight accommodations.

Disasters continued on the return trip to Maryland. On September 13th dash indicator lights came on. In fear of further mechanical failures, the [REDACTED] took the Ford truck to another Ford Authorized repair location per Ford Roadside Assistance's instructions, Al Cione Ford in Granville, Illinois, and were sent on their way that same day.

Mere hours after leaving Al Cione Ford, the gas pedal became unresponsive, again while traveling at highway speeds on I80, but this time in rush-hour traffic near

Chicago. The [REDACTED] narrowly avoided a collision with a tractor trailer. When the Ford truck was stopped, the engine would not start without significant intervention.

After narrowly avoiding serious high speed collisions on Interstate highways due to mechanical failures, the [REDACTED] faith in the safety of their vehicle, is non-existent. They have experienced significant distress and sleeplessness stemming from these incidents and cannot continue to use the vehicle. Nor are they able, in good faith, to sell it on in light of the severity of the Ford's defects and their persistence in spite of multiple attempts at repair.

Please contact me at your earliest convenience to confirm receipt of this letter and to coordinate the repurchase and compensation of the damages suffered by the [REDACTED]

Sincerely,

/s/ Jessica L. Russell
JESSICA L. RUSSELL

Enclosures

CC: [REDACTED]

National Highway Transit Safety Administration
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Maryland Attorney General
Consumer Protection Division
200 St. Paul Place, 16th Floor
Baltimore, Maryland 21202

New RV Owners Helpful Hints

Sealant on the roof: Please check your owner's manual. Manufacturers require inspection and maintenance (resealing around vents, etc. every 6 months). Reseal around windows and doors. Please check this every 6 months. This is the owner's responsibility.

Sealant at the front and rear transition strips: This again is the owner's responsibility every 6 months. If you notice the strip popping up then it needs further attention and you should schedule an appointment so that the strip can be properly re-secured and resealed.

Rubber roofs: yes they do carry a 12 year warranty. This means the material only. It does not include any tree branches that scrape across the top of the RV. It does not mean if you have a leak in a ceiling fixture from the roof it is covered. You have to keep records and maintain the roof. Once yearly you have to clean and treat the roof with rubber roof treatment. Every 6 months you need to inspect and reseal the vents and fixtures on the roof.

The roof top air conditioner needs to be tightened and resealed about every 6 months. You need to clean the filter for proper cooling. Check the sealant around the exterior lights and exterior fixtures (ladders) it is the owner's responsibility to maintain.

Batteries need to be checked and maintained for proper warranty coverage. They should be checked once monthly to see that the cells are filled if not please add distilled water to the proper fill line.

Any adjustments to the entrance doors need to be done within the first 90 days. After that, it is considered owner maintenance with most companies. Check your owner's manual.

Broken glass, including mirrors are not covered under any warranty, whether it's original manufacturers or extended warranty.

Cleaning of the furnace, refrigerator or water heater is owner responsibility. This can cause the pilot not to light on any of these appliances.

Any tears or stains in the furniture, carpet or linoleum flooring that is not noted at the time of pick up is not covered by warranty. Scratches in the sinks, countertops, furniture or cabinet doors are not covered.

Most fridges carry a TWO year, parts and labor warranty. However, there is a contact telephone number that you can call to have a maintenance form sent to you. ONCE a year have the fridge cleaned and checked for issues. Doing this will extend your warranty ONE extra year.

Air conditioners need to be plugged into a 30 or 50 amp service only. If you plug it into the house you'll more than likely blow a start capacitor. This is not covered under warranty (about a \$175.00 repair) So no plugging the RV into the house while trying to use the AC. Power surges at campgrounds and improper voltage causes internal failure to the capacitors. If this happens, unfortunately it is your responsibility. You can purchase a surge protector here at the store to help prevent some of these unexpected repairs.

Do not run your generator and have your RV plugged into shore power at the same time.

Do not plug your RV into a household electric dryer outlet.

If you find yourself with no electric at the fridge, and half the outlets in the RV, check the ground fault outlet in the bathroom. Reset it.

If you are plugged into your house and you own a trailer and it trips the ground fault in your house, this is normal.

Once a year trailer owners should adjust brakes and have wheel bearings re-packed (if applicable)

Generators need to be run once a month for an hour at a time. When storing the unit for any length of time it is a good idea to use a fuel stabilizer in the fuel. Please refer to the owner's manual on your generator for further instructions. Carburetors are not covered under warranty or extended warranty plans. Oil needs to be changed at the first 50 hours. There after every 100 hours. Please refer to your owner's manual for the exact information.

Your converter is located near floor level in your RV, please locate this. There is a fan in it that will cycle on/off, this is normal. There are fuses in this that from time to time might blow. Please look over them and carry a few spares. There are also 2 breakers in this converter. Please reference the position of the breakers as they do trip from time to time.

Tires need to be inflated to the proper PSI. This means what ever the sidewall of those tires states the tire needs to be filled to that PSI.

Leo's and any RV manufacturer do not cover tires. The tire manufacturer is responsible for their product and their warranty. We will be happy to assist in identifying the proper contact company for any disputes that you may have.

Motor home customers: If your motor homes are equipped with hydraulic levelers, it is your responsibility to maintain the fluid in the reservoir. You can use ATF (automatic transmission fluid DEXTRON/MERCON) to fill to the proper level. Low fluid causes alarms to sound. The first few times using the hydraulics will cause the level to decrease so keep a good eye on it. After that check prior to any camping trip and you should be fine. If you notice an excessive need to add fluid then have a service tech look over the system for any leaks in the lines or fittings. Certain manufacturers have zerk fittings that require grease, others require that you lubricate with a silicone spray.

Engine needs to be running when extending or retracting your jacks as there is a large load from the jack motor and this will cause the breaker to trip and possible foil for future use.

Slide out seals need to be checked and lubricated once yearly. It is a good idea if you have had your RV set up all season long with the rooms out to have the height adjustment checked yearly.

Clean the debris off of the slide out before bringing the room in. Even with slide out covers installed, twigs and sticks can damage the material of the cover. Also, clean the bottom of the slide out room from time to time as dirt and debris can cause "greasy" stains to appear.

It is important to use plenty of tank cleaner and digester in the black tank. Lack of appropriate use can cause faulty readings on your monitor panel. If your RV is brought in due to faulty reading and this is the cause, then it will not be covered under warranty.

Please remember it is very important to read all owners manuals for owner's responsibilities. All of these items are maintenance items and we can perform them for you at a reasonable and fair price.



RV Sales • Service • Accessories Store
 Gambrills, MD **1.800.559.4793** www.LeosRv.com

LIMITED POWER OF ATTORNEY

GRANTORS:

BUYER: [REDACTED]
CO-BUYER: [REDACTED]
ADDRESS: [REDACTED]
CITY, STATE, ZIP: EDGEWATER, [REDACTED]

GRANTEE:

Leo's Vacation Center, ISAOA
 729 MD Rt. 3 North
 Gambrills, MD 21054

VEHICLE/TRAILER INFORMATION

Year/Make/Model: 2022 CHATEAU 24F
 Vehicle ID Number [REDACTED]

I/We, being the owner(s) of the vehicle/trailer described above, by these presents do make, constitute, and appoint the person or entity named above true and lawful attorney-in-fact to sign in my/our name, place, and stead any Certificate of Title, or other supporting papers, covering said vehicle/trailer, in whatever manner necessary to register and/or transfer ownership of said vehicle/trailer; and I/We do hereby grant unto said attorney-in-fact full authority and power to do and perform any and all other acts necessary or incidents to the execution of the powers herein expressly granted, as the grantor might or could do if personally present, with full power of substitution.

I/We further certify and affirm that all information presented in this form is true and correct, that any documents I/We have presented are genuine, and that the information included in all supporting documentation is true and accurate. I/We make this certification and affirmation under penalty of perjury and I/We understand that knowingly making a false statement or representation on this form is a criminal violation.

[REDACTED] 10/6/2021
 CHARLES A CANNON Date
 [REDACTED] 10/6/2021
 [REDACTED] Date

 Leo's Vacation Center Date 10/6/2021 Printed name of signer for Grantee, title

729 MD Rt. 3 North, Gambrills, MD 21054
 (410) 987-4793 (PH) (410) 923-1505 (FAX)

The MVA should contact me at: _____ (Email address) or _____ (Phone) for any questions regarding this application.

APPLICATION FOR CERTIFICATE OF TITLE

READ INSTRUCTIONS ON REVERSE SIDE

APPLICANT'S FIRST NAME [REDACTED]			MIDDLE [REDACTED]			LAST [REDACTED]			CO-APPLICANT'S FIRST NAME [REDACTED]			MIDDLE [REDACTED]			LAST [REDACTED]								
APPLICANT'S SOUND/EX/MARYLAND DRIVER'S LICENSE NO. [REDACTED]						CO-APPLICANT'S SOUND/EX/MARYLAND DRIVER'S LICENSE NO. [REDACTED]						DATE OF BIRTH [REDACTED]											
APPLICANT'S STREET ADDRESS [REDACTED]						CITY OR TOWN EDGEWATER						CO-APPLICANT'S STREET ADDRESS [REDACTED]						CITY OR TOWN EDGEWATER					
COUNTY ANNE AR		STATE MD		[REDACTED]		EMAIL ADDRESS		COUNTY ANNE AR		STATE MD		[REDACTED]		ZIP CODE		EMAIL ADDRESS							

IS THE VEHICLE TO BE TITLED AS JOINT TENANTS OR TENANTS BY ENTIRETIES? JOINT TENANTS TENANTS BY ENTIRETIES

If the name entered above is a business or trust, enter the FEIN here _____ Check the type of business entity below: Trust Professional Association
 Sole Proprietorship Corporation Limited Liability Company Limited Liability Partnership Partnership Joint Venture Other (please specify) _____
 Please attach a copy of the BUSINESS LICENSE or see reverse of this application for proof acceptable to this Administration.

VEHICLE DESCRIPTION

NEW VEHICLE USED VEHICLE
 MODEL YEAR: 2022 MAKE OF VEHICLE: FORD MODEL NO.: ECONOLINE BODY STYLE: MH VEHICLE IDENTIFICATION NUMBER: [REDACTED]

TWO STAGE VEHICLE COMPLETE MAKE & YEAR FOR EACH VEHICLE
 MODEL YEAR: MAKE OF VEHICLE: TYPE OF FUEL: G # OF CYLINDERS: MOTOR CARRIER #: UNIT #

TRUCK TRUCK TRACTOR BUS MOTORCYCLE TRAILER (SPECIFY LENGTH)
 G.V.W.: 3701 G.C.W.: 0 AXLES: SEATS: ENGINE NO.: ENGINE SIZE (C.C.): G.V.W.: 3701 TYPE OF TRAILER:

If this vehicle is subject to any liens or encumbrances, complete the following section(s). Attach form VR-217 for additional Lien Filings. LIEN FILING FEE \$20.00 for each Lien filed. IF NOT SUBJECT TO A LIEN, WRITE THE WORD "NONE" BELOW.

NAME OF SECURED PARTY NONE	STREET ADDRESS OF SECURED PARTY	KIND OF LIEN (DESCRIBE)	DATE OF LIEN
CITY OR TOWN	STATE	ZIP CODE	AMOUNT OF LIEN

PURCHASE INFORMATION FOR TAX PURPOSES - SEE INFORMATION ON REVERSE SIDE

IF VEHICLE RECENTLY PURCHASED	MARYLAND DEALER'S CERTIFICATION	DEALERS ONLY
MD. EXCISE TAX 6% OF \$92,394.00 FULL PURCHASE PRICE	I hereby certify, under penalty of perjury, that the purchase price represents the full amount paid for this vehicle. Date of Delivery: 09/21/2021 DEALER'S NUMBER: NU NW10001871 LEO'S VACATION CENTER INC MD NEW [REDACTED] DATE: 10/6/21	CERTIFIED SELLING PRICE: \$92,394.00 TRADE-IN ALLOWANCE TAXABLE PRICE GROSS TAX COLLECTED COLL. FEE .5% OF GROSS OR \$12 MAX. FEE ALLOW.
ATTACH A NOTARIZED BILL OF SALE SIGNED BY SELLER(S) AND PURCHASER(S)	VIN OF TRADE-IN _____ STATE _____	NET TAX REMITTED: \$5,543.64

Complete this section in its entirety if you qualify for an Excise Tax Credit in this State. I/we have been resident(s) in Maryland for approximately _____
 I/we last registered this vehicle in _____ and paid _____ % tax (if no tax paid, write "NONE") Check here if active duty military.

Federal and State law requires that you state the mileage in connection with this vehicle. Failure to complete or providing a false statement may result in fines and/or imprisonment. I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:
 ODOMETER READING: 000000790 (NO TENTHS) 1. The mileage stated is in excess of its mechanical limits.
 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

APPLICATION FOR NEW REGISTRATION PLATES OR TRANSFER OF REGISTRATION PLATES

I/we do hereby make application for: New Tags Transfer of Tags 30 Day Inspection Plate Title Only Class of Tags desired: M
 Is this vehicle to be operated for short term rental? Yes No If transferring plates, complete below:

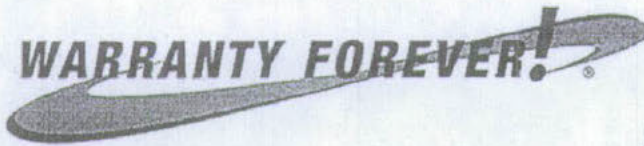
TAG NO. [REDACTED] and STICKER NO. 0071100

Name of Insurance Co. STATE FARM MUTUAL / Policy or Binder No. [REDACTED] Agent or broker: _____

I/we certify that I/we have compared the manufacturer's vehicle identification number on this application with the number on the vehicle and they agree and that this vehicle is subject to the liens or encumbrances indicated herein and none other. For vehicles registered over 10,000 lbs. by signing this application, I/we certify knowledge of the Federal and State Motor Carrier Safety Laws and certify this vehicle is maintained in compliance with the Maryland Preventive Maintenance Program. If making application for new plates or transfer of registration plates I/we certify under Penalty of Law that the vehicle is covered by at least the minimum amounts of insurance required by the Maryland Motor Vehicle Laws, and further certify that this vehicle will be continuously insured throughout its registration period. I/we further certify _____ and correct to the best of my knowledge, information and belief.

Signature of Applicant: [REDACTED] Printed Name of Applicant: [REDACTED]
 Signature of Co-Applicant: [REDACTED] Printed Name of Co-Applicant: [REDACTED]
 Witness my/our Hand(s) and Seal(s) this _____ day of _____ year _____
 Signature of Co-Signer: _____ Relationship: _____
 Sounde: [REDACTED] Date of Birth: [REDACTED]

SERVICE CONTRACT



Agreement Number NDC05398 RVWF + LAST 8 OF VIN

CUSTOMER INFORMATION

Form with fields: LAST NAME, FIRST NAME, MI, ADDRESS, CITY, STATE, ZIP, EMAIL ADDRESS, PHONE NUMBER, ALTERNATE PHONE NUMBER

UNIT INFORMATION

Form with fields: YEAR, MAKE, MODEL, VEHICLE IDENTIFICATION NUMBER (VIN), UNIT TYPE, UNIT PURCHASE PRICE, SERVICE CONTRACT PURCHASE PRICE, SERVICE CONTRACT DATE

DEALER INFORMATION

Form with fields: DEALERSHIP NAME, ADDRESS, CITY, STATE AND ZIP, PHONE NUMBER, DEALER NUMBER, PRODUCER NUMBER

SERVICE CONTRACT

This SERVICE CONTRACT applies only to the customer and the UNIT described above and is not transferrable to a subsequent owner. YOUR eligibility for benefits under this SERVICE CONTRACT begins on the date listed above and shall continue for as long as YOU own the UNIT, provided that YOU meet the maintenance requirements on the UNIT as detailed herein and provide proof of maintenance to the ADMINISTRATOR.

ADMINISTRATOR & OBLIGOR

NWAN, Inc. P.O. Box 30308, Cleveland, Ohio 44130 1-800-810-8458

MAINTENANCE REQUIREMENTS

IMPORTANT NOTICE TO THE CUSTOMER

CUSTOMER MUST INITIAL YOU must have the annual maintenance performed on your UNIT as outlined in the General Provisions section of this SERVICE CONTRACT in order for this SERVICE CONTRACT to remain valid.

REPAIR AUTHORIZATION

YOU are required to have the UNIT repaired at a professional REPAIR FACILITY and obtain authorization prior to beginning any repairs. Refer to the Guide to Filing a Claim section of this SERVICE CONTRACT for additional information.

YOU should read this SERVICE CONTRACT carefully. It contains all of the information regarding coverage under this SERVICE CONTRACT. There is no other agreement between YOU and US regarding this SERVICE CONTRACT.

Signed By: [Redacted Signature]

Signed By: [Redacted Signature] DEALERSHIP REPRESENTATIVE

ODOMETER DISCLOSURE STATEMENT

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

I, LEOS VACATION CENTER (transferor's name, print) state that the odometer now reads 790 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is *NOT* the actual mileage. **WARNING—ODOMETER DISCREPANCY.**

Make CHATEAU
Model 24F
Body Type MM

Vehicle Identification Number [REDACTED]
Year 2022
Date of Statement 10/6/2021

[REDACTED]
(Transferor's Signature)
LEO'S VACATION CENTER
(Printed Name)

[REDACTED]
(Transferee's Signature)
[REDACTED]
(Printed Name)

TRANSFEROR'S NAME AND ADDRESS

LEOS VACATION CENTER
(Printed Name)
729 MD RT 3 NBL
(Street or Address)
GAMBRILLS MD 21054
(City) (State) (Zip)

TRANSFEEE'S NAME AND ADDRESS

[REDACTED] and [REDACTED]
(Printed Name)
[REDACTED]
(Street or Address)
EDGEWATER MD [REDACTED]
(City) (State) (Zip)



THOR MOTOR COACH PRODUCT WARRANTY REGISTRATION FORM

PURCHASER AND SELLING DEALERSHIP VEHICLE INSPECTION CHECKLIST

- Exterior and interior finish
 - Operate all doors and windows, including locks
 - Operate all appliances (electrical and gas)
 - Furnace and thermostat (lighting and maintenance)
 - Range and oven (lighting and maintenance)
 - Water heater (lighting and maintenance)
 - Refrigerator (operation and maintenance)
 - Operate all leveling and stabilizing systems (if so equipped)
 - Operate 120V generator (if so equipped)
 - Operate Battery Power System (if so equipped)
 - I (the purchaser) have completed the above inspection with the selling dealership and have taken a test drive at the time of purchase. I note the following issues:
- Operate all awnings, slideouts, and electric bed lift systems
 - Operate Sky Bunk (Class B sleeper roof, if so equipped)
 - Operate all plumbing facilities including water faucets, shower, and toilet
 - Observe or check to assure that all wheel lugs are tight and tire pressures are correct
 - Review operation of manual or automatic propane gas regulator
 - Operate air conditioner(s), stereo(s), entertainment system(s), and television(s)
 - Complete review of TMC Owner's Manual by dealer with owner
 - Test drive vehicle
 - Odometer reading as observed by customer is:

7	9	0			
---	---	---	--	--	--

KM
MILES
 - Dealer has answered all questions from new owner pertaining to this vehicle

PURCHASER AND SELLING DEALERSHIP MUST COMPLETE THE SECTION BELOW

IMPORTANT! The purchaser(s) and selling dealership signatures below indicate their understanding and acceptance of TMC's terms and conditions. Thor Motor Coach Limited Warranty and Thor Motor Coach Structural and Lamination Limited Warranty will not be registered unless both sides of this Product Warranty Registration Form are completed and received by TMC within (15) days after vehicle delivery. Failure to file this Product Warranty Registration Form with TMC will not affect your rights under the applicable TMC limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of the applicable TMC limited warranty, and it may inhibit any servicing facility's ability to provide proper repairs and/or part replacement.

NOTE: The Thor Motor Coach Structural and Lamination Limited Warranty is not applicable to Class B motorhomes.

- Before I purchased my motorhome, I received, read and agreed to the terms and conditions of the Thor Motor Coach Limited Warranty and the Thor Motor Coach Structural and Lamination Limited Warranty. I understand I can read and print a copy of the Owner's Manual and Limited Warranties from the Thor Motor Coach website. If for any reason I did not receive, read and agree to the terms and conditions of the Thor Motor Coach Limited Warranty and the Thor Motor Coach Structural and Lamination Limited Warranty before closing the purchase of the motorhome, I understand and agree that by requesting and accepting the performance of Warranty repairs under the terms of the Limited Warranties, I am accepting all terms and conditions of the Limited Warranties, including by way of example, warranty limitations and disclaimers, the forum selection clause and the clause reducing the time period when suit must be filed for breach.
- I understand and agree that the selling dealership is not an agent for TMC, but is an independent entity.
- I understand and acknowledge that the chassis and components and appliances that are covered by a warranty issued by their manufacturer are excluded from coverage under the terms of Thor Motor Coach Limited Warranty and the Thor Motor Coach Structural and Lamination Limited Warranty.
- I acknowledge and agree that, before purchasing my motorhome, I inspected or was given an opportunity to inspect my motorhome, took a test drive of my motorhome, and disclosed in writing to the selling dealership all defects and damage that I discovered during my test drive.
- I understand and agree to the reduction of the time period when any breach of warranty action must be commenced as set forth in the Thor Motor Coach Limited Warranty and the Thor Motor Coach Structural and Lamination Limited Warranty.
- I understand and agree to the forum selection clause and choice of law clause set forth in the Thor Motor Coach Limited Warranty and the Thor Motor Coach Structural and Lamination Limited Warranty.
- I (we) the purchaser(s) agree to receive emails, telephone calls, or other forms of contact from Thor Motor Coach.
- I AGREE THAT ANY AND ALL ACTIONS OF ANY KIND RELATED TO OUR MOTORHOME SHALL BE DECIDED BY A JUDGE RATHER THAN BY A JURY.
- I UNDERSTAND THAT EXCLUSIVE JURISDICTION FOR DECIDING LEGAL DISPUTES RELATING TO ALLEGED BREACH OF EXPRESS WARRANTY AND IMPLIED WARRANTIES THAT ARISE BY OPERATION OF LAW AS WELL AS THOSE RELATING TO REPRESENTATIONS OF ANY NATURE MUST BE FILED IN THE COURTS WITHIN THE STATE OF MANUFACTURE, WHICH IS INDIANA. IF THERE IS A CONFLICT BETWEEN THIS FORUM SELECTION CLAUSE AND ANOTHER PARTY'S FORUM SELECTION CLAUSE, THIS FORUM SELECTION CLAUSE CONTROLS.
- Thor Motor Coach Recreational Vehicle Privacy Notice: My new RV is equipped with a Winegard modem and router ("Device") which may collect and transmit information about my RV, its location and how it is used, and me whenever the Device is connected to the internet via wi-fi or an optional cellular connection. I understand I should review the Thor Industries Privacy Policy (www.Thorindustries.com/privacy-policy/) and the Winegard Company Privacy Policy (www.Winegard.com/about/privacy-policy/) for further information.

10/6/2021

DATE OF MOTORHOME DELIVERY TO PURCHASER (REQUIRED)

10/6/2021

DATE SIGNED BY PURCHASER (REQUIRED)

10/6/2021

DATE SIGNED BY CO-PURCHASER (REQUIRED, OR PRINT 'NOT APPLICABLE' ON THE ABOVE LINE)

10/6/2021

DATE SIGNED BY SELLING DEALERSHIP SALES PERSON (REQUIRED)

SELLING DEALERSHIP SALES PERSON SIGNATURE (REQUIRED)



THOR MOTOR COACH PRODUCT WARRANTY REGISTRATION FORM

PRODUCT WARRANTY REGISTRATION FORM INSTRUCTIONS

IMPORTANT! THE PURCHASER IS REQUIRED TO READ THIS DOCUMENT. The selling dealership is not authorized by Thor Motor Coach (TMC) to deliver this vehicle until you, the purchaser, and the selling dealership have signed where indicated on both sides of this form. After completing both sides of this form, the selling dealership will:

1. Give a legible copy of the completed form to the purchaser.
2. Register the vehicle warranty on-line using TMC's Dealer Portal OR send a legible copy of both sides of this completed form to TMC within 15 days after the vehicle delivery. Email to registrations@tmcrcv.com, or fax to (574) 294-3616, or mail to Thor Motor Coach, PO Box 1486, Elkhart IN 46515-1486. Call (877) 855-2867 for assistance.
3. Retain the original form in your dealership records. (Note: This original form must be made available to TMC upon request.)
4. Purchaser email address is REQUIRED for National Highway Transportation Safety Administration (NHTSA) compliance.

VEHICLE INFORMATION (PLEASE PRINT)

TYPE (PLEASE CHECK APPROPRIATE BOX):

CLASS C MOTORHOME
 CLASS A GAS MOTORHOME
 CLASS A DIESEL MOTORHOME
 CLASS B MOTORHOME

7 | 9 | 0 | | | | 2 | 0 | 2 | 2 | CHATEAU 24F
 ODOMETER _KM _MILES MODEL YEAR MAKE / BRAND NAME MODEL / FLOOR PLAN

[REDACTED] [REDACTED]
 SERIAL NUMBER

PURCHASER INFORMATION (PLEASE PRINT)

[REDACTED] [REDACTED]
 PURCHASER'S FIRST NAME MI LAST NAME PURCHASER'S PHONE

[REDACTED] [REDACTED]
 PURCHASER'S CELL PHONE PRINT PURCHASER'S EMAIL (REQUIRED)

[REDACTED]
 CO-PURCHASER'S FIRST NAME (REQUIRED, OR PRINT 'NOT APPLICABLE' ON THE ABOVE LINE) MI LAST NAME CO-PURCHASER'S PHONE

CO-PURCHASER'S CELL PHONE CO-PURCHASER'S EMAIL (REQUIRED, OR PRINT 'NOT APPLICABLE' ON THE ABOVE LINE)

[REDACTED] EDGEWATER, MD [REDACTED]
 PURCHASER'S STREET ADDRESS CITY, STATE OR PROVINCE, ZIP OR POSTAL CODE COUNTRY

PURCHASER'S MAILING ADDRESS (IF DIFFERENT FROM ABOVE) CITY, STATE OR PROVINCE, ZIP OR POSTAL CODE COUNTRY

SELLING DEALERSHIP INFORMATION (PLEASE PRINT)

001582 LEOS VACATION CENTER 729 MD RT 3 NBL GAMBRILLS MD 21054
 DEALER ACCT NO. SELLER DEALERSHIP NAME SELLING DEALERSHIP CITY, STATE OR PROVINCE, COUNTRY

SALESPEOPLE'S LAST NAME SALESPEOPLE'S PHONE NUMBER AND EXT.

CUSTOMER #:

[REDACTED]

EDGEWATER, MD

HOME: [REDACTED]

BUJ: [REDACTED] CELL:

SERVICE ADVISOR: 65 Robert Whorl

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	22	FORD E350 VAN	[REDACTED]		6206/6210	T591

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
26OCT21 DE			17:00 29JUN22		179.00	CASH	29JUN22

R.O. OPENED	READY	OPTIONS:
07:50 29JUN22	09:02 29JUN22	

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

A PERFORM MULTI-POINT INSPECTION
 CAUSE: QCM

99P PERFORM MULTI-POINT INSPECTION
 999284 C 0.00 0.00 0.00 0.00 0.00 0.00
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

B FORD RECALL 22S08 HYDROBOOST OR HYDROMAX POWER STEERING PRESSURE LINE
 INSPECTION

CAUSE: W
 22S08A RECALL PASS
 999284 W 0.30 (N/C)

FC: PART#: 3A717 COUNT:
 CLAIM TYPE: 22S08
 AUTH CODE:
 999284

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

6206 FORD RECALL 22S08 HYDROBOOST OR HYDROMAX POWER STEERING
 PRESSURE LINE INSPECTION

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

PRELIMINARY ESTIMATE \$ _____

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.

DATE: _____ SIGNED: X _____

WARRANTY REPAIR ORDER

ELK HART, IN

Work Phone	R/O Open Date	R/O Number
Home Phone	R/O Close Date	Cross Reference #
	Mileage In	Mileage Out
	7940	7945
License Number	Service Advisor	
	Jorge Vento	
Vehicle Identification Number	Color	Delivery Date
	WHITE	08/15/22

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

Cell:		
#1 - ENGINE: CUSTOMER REQUESTS DIAG GAS ENGINE CONCERN C/S: C.S SERPENTINE BELT SNAPPED Tech: FD1/ 5.50hrs @ 170.2	165.00	936.27
Part: LC2Z 3A713 B:TUBE ASY 1	58.20	126.29
Part: XL 14:FLUID - POWER ASSISTED STEERIN 2	9.36	20.32
Part: LC2Z 3A674 A:PUMP ASY - POWER STEERING 1	128.00	277.76
Part: LC2Z 3A674 A-C:LC2Z 3A674 A - Core Cha 1	70.00	70.00
Part: LC2Z 3A674 A-C:LC2Z 3A674 A - Core Cha -1	-70.00	-70.00
Part: LC3Z 8620 C:V-BELT 1	23.70	51.43
Part interchanges with part# JK6805		
Part: LC2Z 3A717 C:HOSE ASY 1	56.60	122.82
Part: 715417:MIRROR 1	294.00	411.60
Freight: UPS GROUND	79.00	79.00
Sub-Total Labor: 165.00 936.27		
Sub-Total Parts: 569.86 1010.22		
Sub-Total: 734.86 1946.49		
ALL PARTS SPORD BIN		

Line 1 9/10/22 Tech JP1 Start 11:17 End 11:17 Hours .00

ACCOUNT #	LABOR	165.00	936.27
	PARTS	648.86	1089.22
METHOD	SUBLET		.00
	SHOP SUPPLIES		.00
	SALES TAX OR TAX I.D.		.00
RECEIPT #	DEDUCTIBLE		.00
	TOTAL DUE	813.86	2025.49

Al Cioni Ford, Inc.

504 S McCoy St
 Granville, IL 61326-9367
 (815) 339-2511

NO. 21745		VIN [REDACTED]		[REDACTED]		DATE IN	09/13/2022 15:24
YEAR	MAKE	MODEL	COLOR	[REDACTED]		PROMISED	00:00
2022	FORD	ECONOLINE		EDGEWATER MD [REDACTED]		CLOSED	
MILES IN	MILES OUT	FIRST USE	DELIVERED	LIC.	STK#		
8065	8065	00/00/00	00/00/00				
SEI	[REDACTED]		BUS.	() -	CEL.	() -	WRITER
JARED\02							

(1) ABS/ TRACTION CONTROL LIGHT ON IN DASH
 U0401 INVALID DATA RECIEVED FROM PCM Labor [25]
 DISCONNECTED PCM CONNECTOR, CLEANED CONNECTOR
 RECONNECTED PCM CONNECTOR
 CLEARED CODE
 (25- STEPHEN-) A (Warranty)

Next Service	Lube-Oil-Filter	.00	.00	Labor	.00
		.00	.00	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
		.00	.00	Total	.00
		.00	.00	Tax	.00
		.00	.00	Tax2	.00
		.00	.00	Tire Tax	.00
		.00	.00	TOTAL (DUE)	.00

**NEW VEHICLE DEMONSTRATION / DELIVERY HOLD -
Safety Recall 22S08**
Certain 2021-2022 Model Year Econoline Stripped and Cutaway Chassis Vehicles
Power Steering Pressure Line Inspection

RENTAL VEHICLES

Dealers are pre-approved for up to one day for a rental vehicle. Follow Extended Service Plan (ESP) guidelines for dollar amounts. Rentals will only be reimbursed for the day(s) the vehicle is at the dealership for part replacement. Prior approval for more than one rental day is required from the SSSC. Contact the SSSC via the SSSC Web Contact Site for consideration and approval if appropriate.

ADDITIONAL REPAIR (LABOR TIME AND/OR PARTS)

Additional repairs identified as necessary to complete the FSA should be managed as follows:

- For related damage and access time requirements, refer to the Warranty and Policy Manual / Section 6 – Ford & Lincoln Program Policies / General Information & Special Circumstances for FSA's / Related Damage.
- For vehicles within new vehicle bumper-to-bumper warranty coverage, no SSSC approval is required, although related damage must be on a separate repair line with the "Related Damage" radio button checked.
 - Ford vehicles – 3 years or 36,000 miles
- For vehicles outside new vehicle bumper-to-bumper warranty coverage, submit an Approval Request to the SSSC Web Contact Site prior to completing the repair.

CLAIMS PREPARATION AND SUBMISSION

- **Claim Entry:** Enter claims using Dealer Management System (DMS) or One Warranty Solution (OWS) online.
 - When entering claims, select claim type 31: Field Service Action. The FSA number 22S08 is the sub code.
 - For additional claims preparation and submission information, refer to the Recall and Customer Satisfaction Program (CSP) Repairs in the OWS User Guide.
- **Related Damage/Additional labor and/or parts:** Must be claimed as Related Damage on a separate repair line from the FSA with same claim type and sub code as described in Claim Entry above.

IMPORTANT: Click the Related Damage Indicator radio button.

- **Rentals:** For rental vehicle claiming, follow Extended Service Plan (ESP) guidelines for dollar amounts. Enter the total amount of the rental expense under Miscellaneous Expense code RENTAL.
- **Refunds:** Submit refunds on a separate repair line.
 - Program Code: 22S08 - Misc. Expense: ADMIN
 - Misc. Expense: REFUND - Misc. Expense: 0.2 Hrs.

Multiple refunds should be submitted on one repair line and the invoice details for each repair should be detailed in the comments section of the claim.

**NEW VEHICLE DEMONSTRATION / DELIVERY HOLD -
Safety Recall 22S08**

Certain 2021-2022 Model Year Econoline Stripped and Cutaway Chassis Vehicles
Power Steering Pressure Line Inspection

LABOR ALLOWANCES

Description	Labor Operation	Labor Time
Inspect power steering connection - PASS	22S08A	0.3 Hours
Inspect power steering connection – FAIL Replace power steering line and jumper line.	22S08B	0.9 Hours
Extra time to clean under hood for lines that are disconnected. (only claim with 22S08B if fluid cleanup is required)	MT22S08C	Up to 0.5 hours

PARTS REQUIREMENTS / ORDERING INFORMATION**SSSC Web Contact Site:**

To place an order for LC2Z- 3A717-D, LC2Z-3A717-C or 4C2Z-3A719-B, submit a VIN-specific Part Order contact via the SSSC Web Contact Site.

Part Number	Description	Order Quantity	Claim Quantity
LC2Z- 3A717-D	Power Steering Pressure Hose (Stripped chassis)	1*	1
LC2Z-3A717-C	Power Steering Pressure Hose (Cutaway chassis)		
4C2Z-3A719-B	Power Steering Jumper Line (Stripped and Cutaway)	1*	1
XT-10-QLVC	Transmission Fluid (up to 1 quart required for top off)	Up to one quart	

Dealers will be notified via a DOES II communication if circumstances warrant a change in part supply strategy and when open ordering resumes.

*Less than 12% of the power steering pressure to jumper line connections are expected to need replacement.

DEALER PRICE

For latest prices, refer to DOES II.

PARTS RETENTION, RETURN, & SCRAPPING

Follow the provisions of the Warranty and Policy Manual, Section 1 - WARRANTY PARTS RETENTION AND RETURN POLICIES. If a replaced part receives a scrap disposition, the part must be scrapped in accordance with all applicable local, state and federal environmental protection and hazardous material regulations. Federal law prohibits selling motor vehicle parts or components that are under safety, compliance, or emissions recall.

EXCESS STOCK RETURN

Excess stock returned for credit must have been purchased from Ford Customer Service Division in accordance with Policy Procedure Bulletin 4000.

NEW VEHICLE DEMONSTRATION / DELIVERY HOLD -**Safety Recall 22S08**

Certain 2021-2022 Model Year Econoline Stripped and Cutaway Chassis Vehicles
Power Steering Pressure Line Inspection

REPLACED FSA PARTS INSPECTION AND SIGN OFF

Effective March 1st, 2021 all parts replaced as part of an FSA repair with a repair order open date of March 1st, 2021 or later must be inspected and signed off on the repair order by a member of your dealers fixed operations management team or an employee the task has been delegated to. If the task is to be delegated to a non-management employee, the employee needs to be someone other than the technician who completed the repair and needs to understand the importance of completing this task consistently and accurately.

- All parts replaced as part of an FSA repair should be returned to the parts department following the Warranty Parts Retention and Return Policies.
- Inspect the replaced parts to verify the FSA repair was completed.
- If the FSA repair is found to be complete, the designated employee signs the repair order line or parts return stamp area (electronic or hand signed) for the FSA repair indicating the parts were inspected and validated to have been replaced.
- After the parts have been inspected, they should be handled based on the guidance in the parts status report in the Online Warranty System (Hold, Return, CORE, Scrap, etc.).
- This process is subject to review during warranty audits for FSA repairs with a repair order open date of March 1st, 2021 or later. Any eligible FSA claims requiring parts replacement, found not to have been inspected and signed off during a warranty audit will be subject to chargeback and consideration for enrollment into the Dealer Incomplete Recall Repair Process.

Note: Other approvals (electronic or handwritten) for add-on repair lines, dealer owned vehicle repairs, and repeat repairs do not qualify as FSA parts inspection approvals. The post repair FSA parts inspection process (electronic or handwritten) is independent from other warranty approval requirements. The approval by the designated employee implies that the FSA parts were found to be replaced and must be able to be clearly identified on the Repair Order. If multiple FSA's require approval on a single Repair Order, each applicable occurrence will require individual post repair approval by the designated employee.

CERTAIN 2021-2022 MODEL YEAR ECONOLINE VEHICLES EQUIPPED WITH DUAL REAR WHEELS — HYDROBOOST OR HYDROMAX® PRESSURE LINE INSPECTION

SERVICE PROCEDURE

1. Locate the power steering pump to Hydromax pressure line and inspect if the line is a newer design or original design. Note which Hydromax pressure line is equipped and then proceed to Step 2. See Figures 1a and 1b.

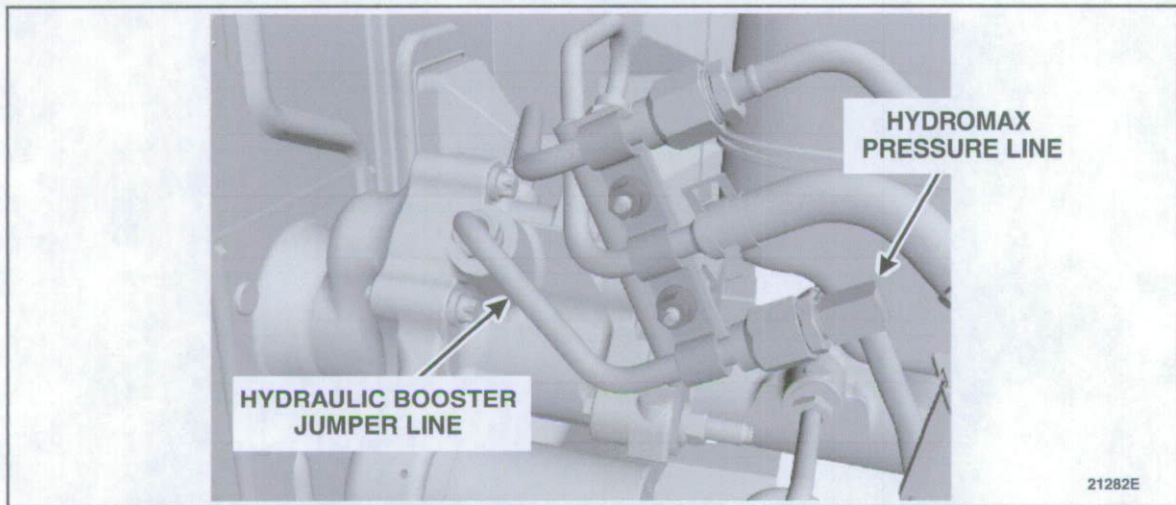


FIGURE 1A

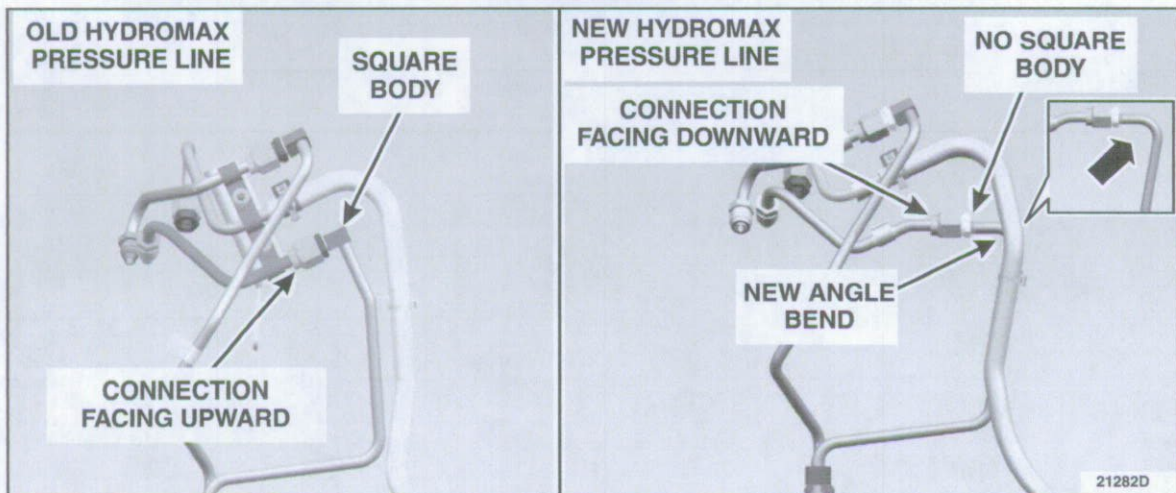


FIGURE 1B



2. Locate the hydraulic booster jumper line and inspect if the line is a newer design or original design. Note which hydraulic booster jumper line is equipped and then proceed to Step 3. See Figures 1a, 2a, 2b.

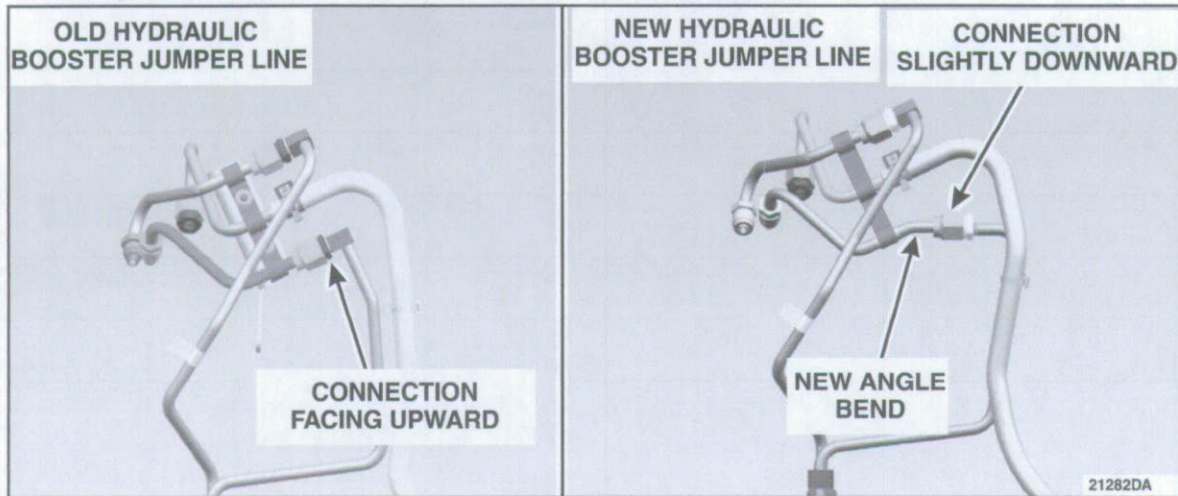


FIGURE 2A

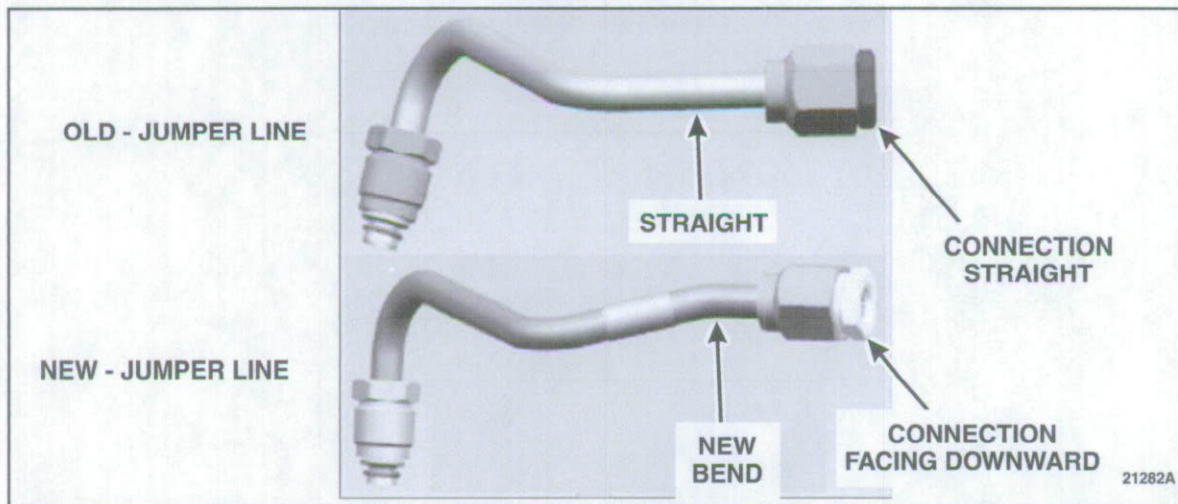


FIGURE 2B

3. Is the vehicle equipped with new or original Hydromax pressure line and hydraulic booster jumper line?

- **NEW** Hydromax pressure line and **NEW** hydraulic booster jumper line - No Further Action is Required.
- **OLD** Hydromax pressure line and **OLD** hydraulic booster jumper line - Proceed to Step 4.
- **OLD** Hydromax pressure line and **NEW** hydraulic booster jumper line - Proceed to Hydro-Boost Line Replacement Procedure, on Page 5.
- **NEW** Hydromax pressure line and **OLD** hydraulic booster jumper line - Proceed to Hydro-Boost Line Replacement Procedure, on Page 5.



4. Using a 4 in (101.6 mm) extension and a 1/4 in (0.25 in / 6.35 mm) wide flat blade impact screw driver bit, insert the bit between the space in the Hydromax Pressure Line to hydraulic booster jumper line at a 90 degree angle to the connection and apply 12 Nm (8.85 lb-ft) of torque to attempt to separate the line connection. **NOTE: DO NOT EXCEED 12 Nm (8.85 lb-ft).** See Figure 3.

- Did the lines disconnect?
 - NO - Proceed to Step 5.
 - YES - Does not pass inspection - Proceed to Hydro-Boost line replacement procedure, on Page 5.

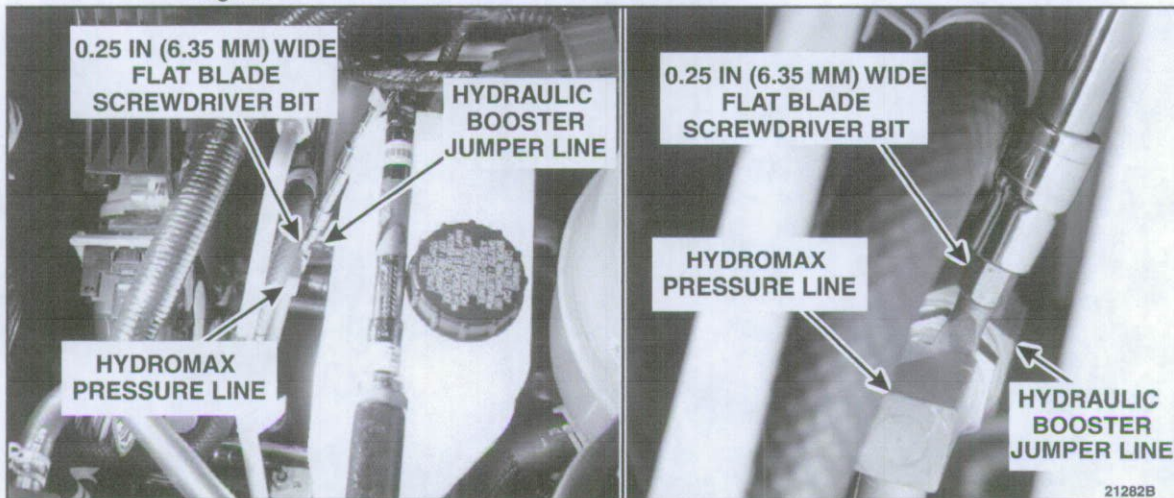


FIGURE 3



5. Using a 3 mm (0.118 in) brake lining thickness gauge (Matco Tools part number BG842 or equivalent), attempt to insert in the gap of the Hydromax Pressure Line to hydraulic booster jumper line to determine if the gap is larger than 3 mm (0.118 in). Can you insert a 3mm gauge into the gap? Ensure you are using the 3 mm (0.118 in) part of the gauge and not the tool thickness. See Figures 4a and 4b.

- Is the gap greater than 3 mm (0.118 in)?
 - NO - Passes inspection - No Further action is required and the vehicle can be released.
 - YES - Does not pass inspection - Proceed to Hydro-Boost Line Replacement Procedure, on Page 5.

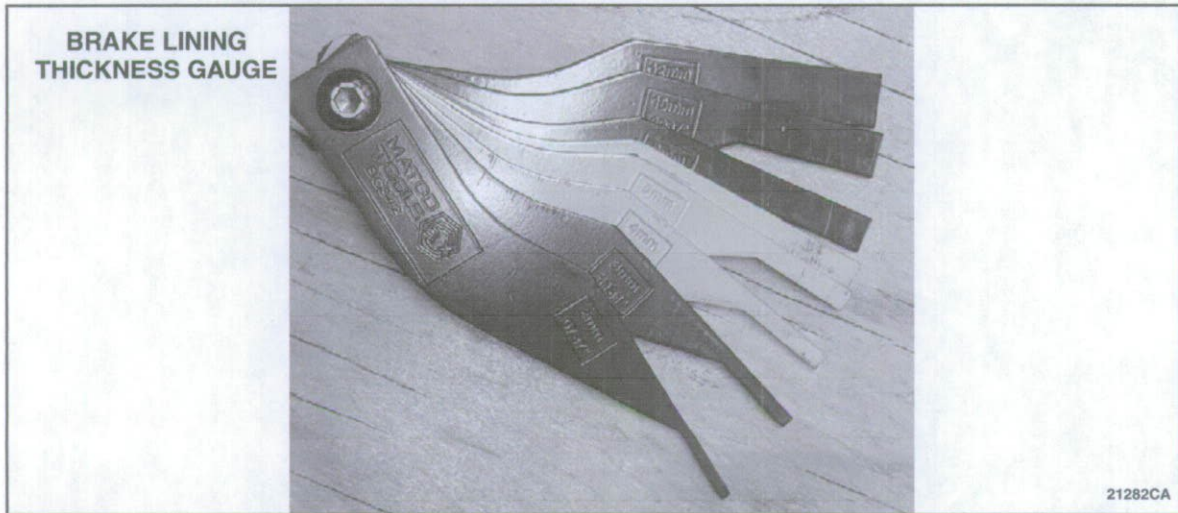


FIGURE 4a

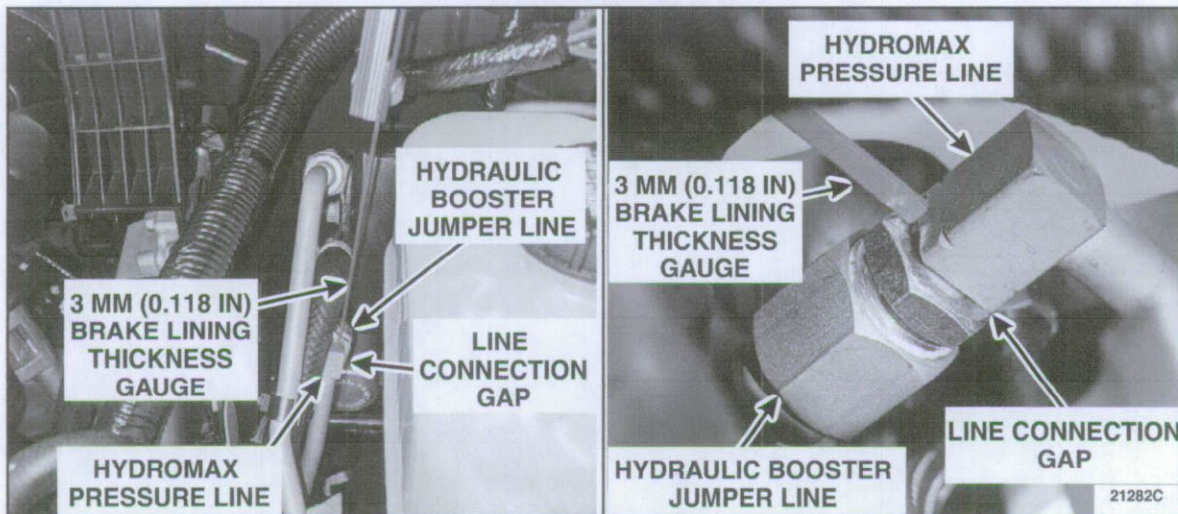


FIGURE 4b



Hydro-Boost Line Replacement Procedure

IMPORTANT! If Hydro-Boost line replacement is required the Hydro-Boost line jumper will also need to be replaced. DO NOT bend the lines to fit the new line to old jumper. See Figure 4.

1. Remove the hydraulic booster jumper line bracket nuts and bracket. Please follow the Workshop Manual (WSM) procedures in Section 211-02 Power Steering > Removal and Installation > Power Steering Pump to Hydromax Pressure Line, Exploded View for illustration.
2. Remove the hydraulic booster jumper line from the hydraulic booster. Please follow the WSM procedures in Section 211-02.
3. Replace the power steering pump to hydromax pressure line and hydraulic booster jumper line. Please follow the WSM procedures in Section 211-02.
4. Reinstall the jumper line bracket and nuts. Please follow the WSM procedures in Section 211-02.

IMPORTANT NOTE: Federal law prohibits selling motor vehicle parts or components that are under safety, compliance, or emissions recall. Unless a part is requested to be returned to Ford, all parts replaced under this FSA must be scrapped in accordance with all applicable local, state and federal environmental protection and hazardous material regulations. Refer to the Parts Retention, Return, & Scrapping section of the FSA dealer bulletin for further information.



Ford Motor Company
Recall Reimbursement Plan for 22S08

Ford and Lincoln dealers are in the best position to quickly and efficiently process reimbursement requests. However, federal legislation requires all motor vehicle manufacturers to establish processes through which customers may seek recall reimbursement directly from the manufacturer or from the dealers.

Regarding the specific reimbursement plan for Recall # 22S08, owners who have paid for service to remedy the defect or noncompliance must have had that service performed prior to March 25, 2022. After this date, if repairs related to this recall are performed by a non-Ford repair facility in an emergency situation, customers must submit any refund requests through their dealership. As required by this federal regulation, Ford Motor Company submitted the details of its latest General Recall Reimbursement Plan in a letter to the National Highway Traffic Safety Administration (NHTSA) in May 2021. The following is the text of that letter and the Plan:

General Recall Reimbursement Plan
(As submitted to the NHTSA)

Pursuant to the requirements set forth in 49 CFR Part 573 and Part 577 of the Code of Federal Regulations, Ford Motor Company (Ford) is submitting required information pertaining to our general reimbursement plan for the cost of remedies paid for by vehicle owners before they are notified of a related safety recall.

Set forth below is Ford's general plan to reimburse owners and purchasers for costs incurred for remedies in advance of notification of potential safety-related defects or noncompliances pursuant to Part 573.6 (c)(8)(i). This plan has not changed since our February 20, 2019 submission.

Reimbursement Notification

Ford's notice to a vehicle owner in accordance with 49 CFR Part 577 will indicate that Ford is offering a refund if the owner paid to have service to remedy the defect or noncompliance prior to a specified ending date. In accordance with Part 573.13 (c)(2), this ending date will be defined as a minimum of ten calendar days after the date on which Ford mailed the last of its Part 577 notifications to owners, and will be indicated in the specific reimbursement plan available to owners for an individual recall. This notice will direct owners to seek eligible reimbursement through authorized dealers or, at their option, directly through Ford at the following address:

Ford Motor Company
P.O. Box 6251
Dearborn, MI 48121-6251

Ford notes that this rule allows for the identification of a beginning date for reimbursement eligibility. Under the rule, an owner who paid to remedy the defect or noncompliance prior to the identified beginning date would not be eligible for reimbursement. Ford generally has not established such a beginning date for reimbursement eligibility and does not presently anticipate changing this general policy. However, in any case where Ford determines a beginning date is appropriate, Ford will indicate that date in the owner notice. As permitted by 577.11(e), Ford may not include a reimbursement notification when all vehicles are well within the warranty period, subject to approval by the agency.

Costs to be Reimbursed

For vehicles, reimbursement will not be less than the lesser of:

- The amount paid by the owner for the remedy that specifically addressed and was reasonably necessary to correct the defect or noncompliance that is the subject of the recall, or
- The cost of parts for the remedy (to be no more than the manufacturer's list retail price for authorized part(s), plus associated labor at local labor rates, miscellaneous fees (such as disposal of waste) and taxes.

For replacement equipment, reimbursement will be the amount paid by the owner for the replacement item (limited by the amount of the retail list price of the defective or noncompliant item that was replaced, plus taxes, where the brand or model purchased by the owner was different than the brand or model that was the subject of the recall). If the item of motor vehicle equipment was repaired, the reimbursement provisions identified above for vehicles will apply.

Ford notes that costs incurred by the owner within the period during which Ford's original or extended warranty would have provided for a free repair of the problem will not be eligible for reimbursement, as provided by Part 573.13 (d)(1).

Entities Authorized to Provide Reimbursement

Ford will continue to use authorized dealers to reimburse owners under the specific reimbursement plans for a particular recall, and will encourage owners to pursue requests for reimbursement directly through dealers to expedite reimbursement. Ford will also provide a mailing address to which customers can, at their option, send requests for reimbursement directly to Ford, as previously noted. Requests for reimbursement sent directly to Ford may take up to 60 days to process. Whether the owner chooses to pursue reimbursement requests through a dealer or directly through Ford, the owner will be directed to submit the required documentation, upon which reimbursement eligibility will be determined.

Required Documentation

The reimbursement determination will depend upon the information provided by the customer. Consistent with Part 573.13 (d)(4) the following information must be submitted:

- Claimant name and address
- Vehicle make, model, and model year
- Vehicle identification number (VIN) and, for replacement equipment, a description of such equipment or, for tires, the model, size and TIN (DOT code)
- Identification of the recall number (either the Ford recall number or the NHTSA recall number)
- Identification of the owner of the recalled vehicle at the time that the pre-notification remedy was obtained
- An original receipt for the pre-notification remedy that includes a breakdown of the amount for parts, labor, other costs and taxes, including costs for the replacement item. Where the receipt covers work other than to address the recall or noncompliance, Ford may require the claimant to separately identify costs that are eligible for reimbursement.
- If the remedy was obtained during the warranty period, documentation indicating that the warranty was not honored or the warranty repair did not correct the problem related to the recall.

Failure to submit all of the above information may result in denial of the reimbursement request.

Additional Information

The Part 577 required owner notice will provide a toll-free telephone number through which specific information about the reimbursement plan can be requested from Ford. This general reimbursement plan will be incorporated into notifications pursuant to Part 573.6 by reference. Information specific to an individual recall also may be incorporated into the Part 573.6 notification.

CUSTOMER #: [REDACTED]

INVOICE



Currie Motors
NICE PEOPLE TO DO BUSINESS WITH

2052 W. US 30
VALPARAISO, IN 46385
Phone: (219) 464-3523

PAGE 1

EDGEWATER, MD
HOME [REDACTED]
BUS: [REDACTED]

SERVICE ADVISOR: 415 STACIE A O'HANLON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	22	FORD E350	[REDACTED]		8993/8995	T918	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN22 DD			20:00 15SEP22		149.95	CASH	30SEP22
R.O. OPENED	READY	OPTIONS: DLR:41K431 ENG:7.3_Liter_Prem					
15SEP22	30SEP22						

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

A CUSTOMER STATES TRACTION/ABS/WRENCH/CHECK ENGINE LIGHTS ARE ON,
VEHICLE WOULD NOT START, CRANKS NO START, ADVISE
12650D45 ENGINE MODULE - DIAGNOSTIC PIN POINT

TEST - L

953 W

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

953 W

12650D45WR ENGINE MODULE - DIAGNOSTIC PIN POINT

TEST - L WIRE REPAIR

953 W

12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N

EXTRA TIME TO REPEAT FINAL QUICK TEST

953 W

MTACCESS R&I DOG HOUSE AND UFIT (MOTOR HOME)

COMPONENTS AS NEEDED TO ACCESS WIRING

953 W

MTWIRE ACTUAL TIME TO TRACE AND REPAIR WIRING

953 W

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

B CUSTOMER STATES VEHICLE HAD NO POWER ON ACCELERATION FROM STOP BEFORE
WOULD NOT START, ADVISE

99 SEE LINE A

953 I

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

THANK YOU FOR YOUR BUSINESS!! YOU MAY BE
RECEIVING A SURVEY FROM FORD MO. COMPANY,
IF FOR SOME REASON YOU CANNOT FILL OUT THE
SURVEY "COMPLETELY SATISFIED" PLEASE CONTACT
SERVICE MANAGER ROGER GALVAN AT 219-464-3523
YOUR FEEDBACK & COMPLETE SATISFACTION
IS VERY IMPORTANT TO US !!!!!!!!



Thank You!

HOURS:

7:00 A.M. - 5:30 P.M. Monday - Friday
7:00 A.M. - 3:00 P.M. Saturday

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
SHOP SUPPLIES	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS ADJUSTMENT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00



David J. Johnson
 Director
 Service Engineering Operations
 Ford Customer Service Division

Ford Motor Company
 P. O. Box 1904
 Dearborn, Michigan 48121

February 17, 2022

TO: All U.S. Ford and Lincoln Dealers

**SUBJECT: NEW VEHICLE DEMONSTRATION / DELIVERY HOLD -
 Safety Recall 22S08**

Certain 2021-2022 Model Year Econoline Vehicles Equipped with Dual Rear Wheels
 Hydroboost or Hydromax® Power Steering Pressure Line Inspection

AFFECTED VEHICLES

Vehicle	Model Year	Assembly Plant	Build Dates
Econoline	2021-2022	Ohio Assembly	May 11, 2019 through June 17, 2021

Affected vehicles are identified in OASIS and FSA VIN Lists.

REASON FOR THIS SAFETY RECALL

In some of the affected vehicles, the power steering pressure line may be inadequately connected to the brake Hydroboost unit, which may result in a leak or sudden loss of power steering fluid. Sudden loss of power steering fluid may result in a loss of power steering assist, requiring increased steering effort, and loss of power brake assist, requiring increased force on the pedal to brake, potentially resulting in increased stopping distance. A sudden loss of power steering assist and power brake assist increases the risk of a crash.

SERVICE ACTION

Before demonstrating or delivering any new in-stock vehicles involved in this recall, dealers are to inspect the power steering pressure line at the quick-connect fitting. If the connection fails the inspection described in Attachment III, the power steering lines will be replaced. This service must be performed on all affected vehicles at no charge to the vehicle owner.

OWNER NOTIFICATION MAILING SCHEDULE

Owner letters are expected to be mailed the week of March 7, 2022. Dealers should repair any affected vehicles that arrive at their dealerships, whether or not the customer has received a letter.

PLEASE NOTE:

Federal law requires dealers to complete this recall service before a new vehicle is delivered to the buyer or lessee. Violation of this requirement by a dealer could result in a civil penalty of up to \$21,000 per vehicle. Correct all vehicles in your new vehicle inventory before delivery.

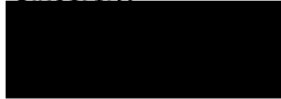
ATTACHMENTS

- Attachment I: Administrative Information
- Attachment II: Labor Allowances and Parts Ordering Information
- Attachment III: Technical Information
- Owner Notification Letters
- Recall Reimbursement Plan

QUESTIONS & ASSISTANCE

For questions and assistance, contact the Special Service Support Center (SSSC) via the SSSC Web Contact Site. The SSSC Web Contact Site can be accessed through the Professional Technician System (PTS) website using the SSSC link listed at the bottom of the OASIS VIN report screen or listed under the SSSC tab.

Sincerely,



David J. Johnson

**NEW VEHICLE DEMONSTRATION / DELIVERY HOLD -
Safety Recall 22S08**

Certain 2021-2022 Model Year Econoline Stripped and Cutaway Chassis Vehicles
Power Steering Pressure Line Inspection

OASIS ACTIVATION

OASIS will be activated on February 17, 2022.

FSA VIN LISTS ACTIVATION

FSA VIN Lists will be available through <https://web.fsavinlists.dealerconnection.com> on February 17, 2022. Owner names and addresses will be available by March 25, 2022.

NOTE: Your FSA VIN Lists may contain owner names and addresses obtained from motor vehicle registration records. The use of such motor vehicle registration data for any purpose other than in connection with this recall is a violation of law in several states, provinces, and countries. Accordingly, you must limit the use of this listing to the follow-up necessary to complete this recall.

SOLD VEHICLES

- Ford has not issued instructions to stop selling/delivering or driving used vehicles under this safety recall. Owners should contact their dealer for an appointment to have their vehicles remedied as soon as practicable. Owners can continue to safely drive their vehicles.
- Immediately contact any of your affected customers whose vehicles are not on your VIN list but are identified in OASIS. Give the customer a copy of the Owner Notification Letter (when available) and schedule a service date.
- Correct other affected vehicles identified in OASIS which are brought to your dealership.
- Dealers are to prioritize repairs of customer vehicles over repairs of new and used vehicle inventory.

STOCK VEHICLES

- Correct all affected units in your new vehicle inventory before delivery.
- Use OASIS to identify any affected vehicles in your used vehicle inventory.

DEALER-OPERATED RENTAL VEHICLES

The Fixing America's Surface Transportation (FAST) Act law effective June 2016 prohibits a rental company from selling, renting or leasing vehicles subject to a safety or compliance recall. Please consult your legal counsel for legal advice.

TITLE BRANDED / SALVAGED VEHICLES

Affected title branded and salvaged vehicles are eligible for this recall.

OWNER REFUNDS

- **This safety recall must still be performed, even if the owner has paid for a previous repair. Claiming a refund will not close the recall on the vehicle.**
- Ford Motor Company is offering a refund for owner-paid repairs covered by this recall if the repair was performed prior to the date indicated in the reimbursement plan, which is posted with this bulletin. Owners are directed to seek reimbursement through authorized dealers or, at their option, directly through Ford Motor Company at P.O. Box 6251, Dearborn, MI 48121-6251.
- Dealers are also pre-approved to refund owner-paid emergency repairs that were performed away from an authorized servicing dealer after the end date specified in the reimbursement plan. Non-covered repairs, or those judged by Ford to be excessive, will not be reimbursed.
- Refunds will only be provided for the cost associated with leaking power steering quick-connect fitting requiring replacement.

Holland Law Firm, P.C.
Bay Ridge Rd., Ste. 230
Annapolis, MD 21403



\$17.76 US POSTAGE
5 OZ FIRST-CLASS MAIL FLATS RATE
ZONE 4
062S00014433
54528
FROM 214
stamps
encicl
10/21/21

USPS FIRST CLASS MAIL

The Holland Law Firm
914 Bay Ridge Road
Suite 230
Annapolis MD 21403

SHIP TO: FORD MOTOR COMPANY
Customer Relationship Center
PO BOX 6248
DEARBORN MI 48121-6248

X-RATED
by **CENTRAL MAIL**

USPS CERTIFIED MAIL™



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

May 11, 2023

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

Re: [REDACTED]
Vehicle: 2022 Thor Motor Coach Freedom Elite 22fe
VIN: [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
By: s/n Sara Douglass
Sara Douglass
Attorney for Plaintiff

CC: Camping World, 2249 Main Ave E, West Fargo, ND 58078

Seven Peaks Transportation

From: dciform@ford.com
To: [REDACTED]
Cc: [REDACTED]
Subject: Dealer/Fleet Request For OGC Review
Date: Thursday, September 29, 2022 1:31:33 PM

Dealer/Fleet Request For OGC Review	
Dealership/Fleet Name:	Ray Schultens Motors
Requesting Dealer/Fleet:	Ray Schultens Motors
P&A Code:	[REDACTED]
Contact Person:	Josh Machado
Title:	Parts & Service Director
Phone Number:	5412966191
Fax Number:	5412966290
Email Address:	machado_j@schultensmotors.com
Region:	Seattle
Address:	2400 W 6th St
City:	The Dalles
State:	Oregon
Zip Code:	97058
CUSTOMER/VEHICLE INFORMATION	
Warranty Start Date:	8/8/2022
Vehicle Year:	2021
Vehicle Model:	E350
Vehicle VIN:	[REDACTED]
Mileage:	4085
Customer/Fleet Name:	Seven Peaks Transportation
Street Address:	61331 Triple Knot Rd
City:	Bend
State:	Oregon
Zip Code:	97702
Home Phone:	5419788399
Work Phone:	5419788399
Email Address:	[REDACTED]
Region:	Seattle
DETAILS OF INCIDENT	

Incident Involves:	Accident
Date of Incident:	
County in which incident occurred:	Wasco
Is customer alleging a component defect CAUSED the incident?	Yes
If yes, what type & details: If no, refer to Escalated Concern Handling section of the Customer Handling Roadmap	Pressure line going to brake master cylinder came off of master cylinder causing a loss of brakes and steering, which caused an accident
Was a police report filed?	Yes
If yes, where:	The Dalles, OR
Has the insurance company been contacted?	Yes
What did the insurance company advise?	They have opened a claim and assigned an adjuster
Name and phone number of owner's insurance company & agent's name:	Protective Insurance Andrea Gonzalez 317-975-4882 agonzalez@protectiveinsurance.com
If the vehicle is a conversion unit, who is the coach builder?	Rockport
City:	Elkhart
State:	Indiana
Zip Code:	46516
Vehicle Location:	Parked on lot at dealership. No repairs have been made. Unsafe to drive
Attorney Information (if applicable):	

CVO Contact (if applicable - Fleet Only):	
RESOLUTION THAT CUSTOMER IS SEEKING:	To repair both vehicles involved in accident. Rental car for other vehicle involved in accident. Customer may also need rental reimbursement for fleet vehicle (delivery van), while damaged vehicle is down for repairs
COMMENTS:	Photos of damaged van are available that show loss of fluid. Police report also available.